



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, October 15, 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

None

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) Regular Council Meeting– September 17, 2024;
- b) Committee of the Whole Meeting – October 1, 2024; and
- c) Special Council Meetings – September 17, 2024 and October 7, 2024.

9. Presentations / Delegations

- a) Dwayne and John Shymko

Re: Municipal Pet Rescue Support & Regional Task Force

- b) Steve Acland, Kemp, Elliott and Blair, LLP and Stephanie Leveille,
Treasurer

Re: 2023 Audited Financial Statements

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt and approves the 2023 Consolidated Financial Statements for the City of Temiskaming Shores as prepared by the firm of Kemp, Elliott and Blair L.L.P. – Chartered Accountants; and

That Council directs the Treasurer to provide public notice that a copy of the 2023 Consolidated Financial Statements are available at City Hall and on the City's website in accordance with Section 295 of the Municipal Act, 2001.

10. Correspondence/ Communications

- a) Stacy Wight, Board of Health Chair - Timiskaming Health Unit

Re: Perspectives from Northern Ontario for the Public Health Funding Review, 2024-09-13

Reference: Received for information

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

Re: Resolution of Support - establish a combined ROMA/AMO annual conference

Reference: Received for information

- c) Earlton-Timiskaming Regional Airport Authority

Re: Financials May 2024, June 2024, July 2024, August 2024

Reference: Received for information

- d) Mayor James Leduc - Town of Bradford West Gwillimbury

Re: Resolution of Support - Ontario Deposit Return Program, 2024-09-20

Reference: Received for Information

- e) Steve Ridout, Superintendent Commander, Municipal Policing Bureau

Re: OPP Municipal Policing 2025 Annual Billing Statement Package, 2024-10-04

Reference: Received for information

- f) Jennifer Coughlin, Mayor - Township of Springwater

Re: Resolution of Support - AMO and OMA Joint Health Resolution Campaign, 2024-10-04

Reference: Received for Information

g) Timiskaming Health Unit

Re: Report to the Board of Health Q2 Mid-Year Report – January to June 2024

Reference: Received for Information

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 g) 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 Earleton-Timiskaming Regional Airport Authority (ETRAA) meeting held on May 16, 2024;
- b) Minutes from the Temiskaming Shores Public Library Board meeting held on June 26, 2024; and
- c) Minutes from the Timiskaming Health Unit Board of Health meetings held on June 12, 2024 and on September 4, 2024.

12. Reports by Members of Council

a) Councillor Mark Wilson

Re: Report on Planet Youth, October 2024

b) Councillor Mark Wilson

Re: ROMA Report – Parry Sound Municipal Association Meeting, September 27, 2024

c) Mayor Jeff Laferriere

Re: Verbal Update – 2025 ROMA Conference

13. Notice of Motions

14. New Business

a) **Rockin' On Canada Day Support (Notice of Motion from Councillor Whalen - September 17, 2024 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the City of Temiskaming Shores recognizes the significant economic and social benefits of the Rock on Canada Day event as well as the impact on our Age Friendly Community; and

Whereas Council recognizes the continued economic and social benefit of a strong collaboration between the Rock on Canada Day event organizers, City staff and Council.

Therefore be it resolved that Council for the City of Temiskaming Shores agrees to the five requests of the Rockin' On Canada Day event organizers including:

1. Use of the Don Shepherdson Arena and Associated Parking;
2. Use of Fall Fair Grounds;
3. Land for RV Parking;
4. Small Stage and Fencing;
5. Canada Parade Approval; and

Further be it resolved that Council appoint a Council liaison to work with the Rockin' On Canada Day event organizers to ensure open communication between parties and realizing there may be other requests for Council consideration; and

Further be it resolved that Council announce the return of Canada Day Fireworks, hosted by The City of Temiskaming Shores as part of the 2025 Rockin' On Canada Day Event.

b) Proclamation – Bi-Annual Proclamation ScheduleDraft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas at the February 6, 2024 Committee of the Whole meeting, Council approved the development of a bi-annual proclamation schedule.

Be it resolved that Council for the City of Temiskaming Shores hereby proclaims the following days in the City of Temiskaming Shores:

Alzheimer's Awareness Month	Month of January 2025
Pink Shirt Day	February 26, 2025
Epilepsy Awareness Month	Month of March 2025
International Women's Day	March 8, 2025
National Transit Driver Appreciation Day	March 18, 2025
Purple Shirt Day	March 26, 2025
World Autism Awareness Day	April 2, 2025
Community Living Month	Month of May 2025
Emergency Preparedness Week	First Week May 2025
Mental Health Awareness Week	First Week May 2025
Victims and Survivors of Crime Week	May 2025
Day of Action on Litter	May 13, 2025
Canada Road Safety Week	May 2025
National Public Works Week	May 18-24, 2025
Paramedic Services Week	May 18-24, 2025
Recreation and Parks Month	Month of June 2025
Bike Month	Month of June 2025
Seniors Month	Month of June 2025
Pride Season	Month of June 2025
Hope Air Day	June 7, 2025
World Elder Abuse Awareness Day	June 15, 2025
National Indigenous Day	June 21, 2025

And further that Council of the City of Temiskaming Shores respectfully acknowledges the importance of honouring these holidays in the City of Temiskaming Shores:

New Years Day	January 1, 2025
Family Day	February 17, 2025
Good Friday	April 18, 2025
Easter Monday	April 21, 2025
Victoria Day	May 19, 2025

c) Memo No. 036-2024-CS – Council Seat Vacancy Appointment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 036-2024-CS;

That Council appoint Dan Dawson as Councillor for the City of Temiskaming for the remainder of 2022-2026 term of Council; and

That Council directs staff to prepare the necessary by-law to confirm the appointment of Dan Dawson as Councillor for the City of Temiskaming for the remainder of 2022-2026 term, for consideration at the October 15, 2024 Regular Council Meeting.

d) Administrative Report No. CS-035-2024 – Site Plan Agreement: Jarlette Health Services Ltd. Phase 2

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-035-2024;

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Control Agreement (SPCA) with Jarlette Health Services Ltd. for the property at 144 Drive In Theatre Road, for consideration at the October 15, 2024 Regular Council meeting; and

e) Administrative Report No. CS-036-2024 – Tender Award – M.T.C. - Brazeau Municipal Drain Repair

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-036-2024; 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 M.T.C. - Brazeau Municipal Drain in the amount of \$42,280.00 plus applicable taxes, for consideration at the October 15, 2024 Regular Council meeting.

f) **Administrative Report No. CS-037-2024 – Replacement of Highway Signs**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-037-2024; and

That Council directs staff to replace the six (6) City highway signs along Highway 11 and along Highway 65 East using the remaining funds within the 2024 Canada Community-Building Fund (\$9,802.58), and the City's marketing budget to complete the remainder of the project.

g) **Memo No. 026-2024-RS – Green and Inclusive Community Buildings (GICB) Grant Application**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2024-RS; and

That Council approve a funding application to the small and medium retrofit projects stream of the Green and Inclusive Community Buildings Program for energy efficiency upgrades to the Waterfront Pool and Fitness Centre; and

Further that the Municipality will cover the matching portion of the required funds at a 20 percent contribution rate for eligible capital costs.

h) Administrative Report No. PW-028-2024 – Disposal of Recycling Carts Update

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-028-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc. (GFL) for the purchase of 4,685 – 95 gallon recycling carts in the amount of \$ 125,000.00 plus applicable taxes, for consideration at the October 15, 2024 Regular Meeting of Council.

15. By-Laws

a) Municipal Business:

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2024-115 A by-law of The Corporation of The City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$1,043,727.00 towards the cost of the Albert Street Full Reconstruction Phase 1

By-law No. 2024-116 A by-law of The Corporation of The City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$382,500.06 towards the cost of the Grant Drive extension

By-law No. 2024-117 A by-law of The Corporation of The City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$544,009.04 towards the cost of the new fire station Haileybury

By-law No. 2024-118 Being a by-law to adopt the 2024-2025 Winter Operations Plan for the City of Temiskaming Shores

- By-law No. 2024-119 Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse, and for the operation and maintenance of the New Liskeard Municipal Landfill Site
- By-law No. 2024-120 Being a by-law to enter into an agreement with GFL Environmental Inc, for the sale of 4,684, 95-gallon recycling carts
- By-law No. 2024-121 Being a by-law to amend By-law No. 2012-039, as amended, to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores –Schedule “D” Recreation Services Fees
- By-law No. 2024-122 Being a by-law to Stop up and Close a Highway – A portion of Dymond Crescent, described as Part 1 on Plan 54R-6453
- By-law No. 2024-123 Being a by-law to authorize the Sale of Land for a Portion of Dymond Crescent, described as Part 1 on Plan 54R-6453 to 2844371 Ontario Inc.
- By-law No. 2024-124 Being a by-law to adopt a Council Vacancy Policy for the City of Temiskaming Shores
- By-law No. 2024-125 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 (New Liskeard Business Improvement Area Board of Management)
- By-law No. 2024-126 Being a by-law to authorize the execution of a Site Plan Control Agreement with Jarlette Health Services Ltd. for DYMOND CON 3 PT LOT 9 RP 54R6138 PARTS 1 TO 3; 144 Drive in Theatre Road, Temiskaming Shores
- By-law No. 2024-127 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the M.T.C Brazeau Municipal Drain

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.

b) Council Vacancy Appointment By-law

i. By-law:

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2024-128 Being a by-law to appoint Dan Dawson to fill the vacancy in the Office of Councillor for 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.

ii. Declaration of Office – Dan Dawson

The Oath of Office & Declaration of Allegiance to His Majesty King Charles III to be administered by the Clerk to Councillor Dan Dawson.

16. Schedule of Council Meetings

- a) Committee of the Whole Meeting – November 5, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – November 19, 2024 starting at 6:00 p.m.

17. Question and Answer Period

18. Closed Session

None

19. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2024-129** 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 October 1, 2024; its Special Meetings held on September 17, 2024 and on October 7, 2024; and for its Regular meeting held on October 15, 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.



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

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 6:00 p.m.

3. Roll Call

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

Present: Logan Belanger, Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Sarah Goodyear, Communications and Strategic Initiatives Coordinator
James Franks, Economic Development Coordinator
Steve Langford, Fire Chief
Steve Burnett, Manager of Environmental Services
Mitch McCrank, Manager of Transportation Services
Stephanie Leveille, Treasurer

Regrets: Councillor Jesse Foley
Media: 2
Delegates: Walter Humeniuk, Research, Planning & Policy
Analyst (RPPA) – Timiskaming Health Unit
Members of the Public: 2

4. Review of Revisions or Deletions to Agenda

None

5. Approval of Agenda

Resolution No. 2024-328

Moved by: Councillor Pelletier-Lavigne

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

- 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.

Mayor Laferriere noted that this public meeting is being held in accordance with Section 4(6) of the Retail Business Holidays Act, which states that before passing a by-law to permit retail business establishments in the municipality to be open on holidays, Council shall hold a public meeting in respect of the

proposed by-law. In addition, the meeting was also held in accordance with the municipal procedural by-law.

The public meeting serves two purposes:

1. to present to the public the details and background of the existing by-laws and proposed by-law in relation to the Retail Business Holidays Act; and
2. to permit any person of the public the opportunity to make representations in respect of the proposed by-law amendment.

Mayor Laferriere declared the meeting to be open as a public meeting, and requested James Franks, Economic Development Officer to present the proposed by-law amendment.

Mr. Franks provided an overview of the applicable Act, outing the nine holidays retail business establishments must be closed, unless a by-law indicates differently. The City's current by-law permits retail business establishments to be open on Victoria Day, Canada Day, Labour Day and Thanksgiving Day. The proposed by-law amendment could allow these businesses the option of opening on all nine of the specified holidays.

The amendment was proposed by the Temiskaming Shores Development Corporation (TSDC) Board. The Board recommended 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.

A public survey was released to engage the community for their feedback on the proposed amendment, and preliminary survey statistics were reviewed. The survey will close on September 25, 2024.

Mayor Laferriere inquired if there were any questions or comments from members of the public, and from members of Council. No comments or questions were received. An administrative report will be prepared for Council consideration at the November 5, 2024 Committee of the Whole meeting. If Council decides to proceed with the draft proposed by-law, it will be considered at the November 19, 2024 Regular Council Meeting.

Mayor Laferriere declared the public meeting regarding the Retail Business Holidays Act closed.

8. Review and Adoption of Council Minutes

Councillor Pelletier-Lavigne noted that a statement regarding her declaration of conflict of interest on Item No. 11. b 2) titled Memo No. 028-2024-CS – 100 Women Who Care – Funding Sponsorship Request, was missing on the September 3, 2024 Committee of the Whole minutes, to provide clarity of the declaration recorded in Section 6 (i.e. Disclosure of Pecuniary Interest and General Nature).

Resolution No. 2024-329

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

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

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

Carried

9. Presentations / Delegations

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

Re: Reducing the Harms of Alcohol – Opportunities for Municipalities

Mr. Walter Humeniuk, RPPA, with the Timiskaming Health Unit, utilizing PowerPoint, delivered a presentation related to reducing the harms of alcohol, and to provide supplementary information related to Councillor Wilson’s Notice of Motion presented under New Business. Mr. Humeniuk outlined the 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; and provided Additional Resources for Municipalities.

No questions were received from members of Council; however, Councillor Whalen noted the statistics will be important moving forward, and that there may be future a correlation between the statistics and insurance costs.

Mayor and Council thanked Mr. Humeniuk for the presentation.

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 - 24th Annual Child Care Worker and Early Childhood Educator Appreciation Day

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

Resolution No. 2024-330

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2024-331

Moved by: Councillor Ducharme

Seconded by: Councillor Whalen

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.

Carried

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

- c) Mayor Jeff Laferriere

Re: Verbal Update

Mayor Laferriere provided a verbal update, noting that it is a matter of record that the City of Temiskaming Shores continues to support the Biker's Reunion Committee and their Rockin' On Canada Day Event, and reviewed the Council endorsed support provided to the event including in-kind and financial. Mayor Laferriere commented that the motion related to camping on the vacant parcel on Armstrong Street was defeated due to liability and risk to public safety following consultation with staff and the City's insurer. Mayor Laferriere wished to clarify any misrepresentations or misunderstandings and thanked the volunteers for their hard work, dedication and extended best wishes for future events.

13. Notice of Motions

- a) Councillor Danny Whalen presented and read a Notice of Motion at the meeting and provided a copy to the Clerk.

Re: Rockin' On Canada Day Support Resolution

Whereas Council for the City of Temiskaming Shores recognizes the significant economic and social benefits of the Rockin' on Canada Day event as well as the impact on our Age Friendly Community;

And whereas Council recognizes the continued economic and social benefit of a strong collaboration between the Rock on Canada Day event organizers, city staff and Council.

Therefore be it resolved that Council for the City of Temiskaming Shores agrees to the five requests of the Rock on Canada Day event organizers including

1. Use of the Don Shepherdson Arena and Associated Parking
2. Use of Fall Fair Grounds
3. Land for RV Parking
4. Small Stage and Fencing
5. Canada Parade Approval

Further be it resolved that Council appoint a Council liaison to work with the Rockin' on Canada Day event organizers to ensure open communication between parties and realizing there may be other requests for Council consideration; and

Further be it resolved that Council announce the return of Canada Day Fireworks, hosted by The City of Temiskaming Shores as part of the 2025 Rockin' on Canada Day Event.

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)**

Resolution No. 2024-332

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

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.

Carried

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

Resolution No. 2024-333

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Ducharme

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.

Carried

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)

Resolution No. 2024-334

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

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.

Carried

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

Resolution No. 2024-335

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

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.

Carried

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**

Resolution No. 2024-336

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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.

Carried

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

Resolution No. 2024-337

Moved by: Councillor Ducharme

Seconded by: Councillor Whalen

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 17, 2024 Regular Council Meeting.

Carried

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

Resolution No. 2024-338

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 CS-032-2024; and

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.

Carried

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

Resolution No. 2024-339

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. 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.

Carried

15. By-Laws

Resolution No. 2024-340

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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.

Carried

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

None

18. Closed Session

Resolution No. 2024-341

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council agrees to convene in Closed Session at 7:15 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.

Carried

Resolution No. 2024-342

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council agrees to rise with report from Closed Session at 7:21 p.m.

Carried

Matters from Closed Session

Adoption of the August 13, 2024 Closed Session Minutes

Resolution No. 2024-343

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the August 13, 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.

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

Resolution No. 2024-344

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that Council directs staff to prepare the necessary by-law to appoint Mark Lavallee to the New Liskeard Business Improvement Area Board of Management for consideration at the October 15, 2024 Regular Council Meeting.

Carried

19. Confirming By-law

Resolution No. 2024-345

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

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.

Carried

20. Adjournment

Resolution No. 2024-346

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council hereby adjourns its meeting at 7:24 p.m.

Carried

Mayor

Clerk



**The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, October 1, 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, Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson

Present: Logan Belanger, Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Mathew Bahm, Director of Recreation
James Franks, Economic Development Officer
Steve Langford, Fire Chief
Steve Burnett, Manager of Environmental Services
Mitch McCrank, Manager of Transportation Services
Stephanie Leveille, Treasurer

Regrets: N/A

Media: 2

Delegates: N/A

Members of
the Public: 0

4. Review of Revisions or Deletions to the Agenda

None

5. Approval of the Agenda

Resolution No. 2024-347

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

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

None

8. Public Works

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 025-2024-PW – Environmental Services Operations Update

Resolution No. 2024-348

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2024-PW, regarding the Environmental Services Update for information purposes.

Carried

2. Administrative Report No. PW-025-2024 – 2024-2025 Winter Operations Plan

Resolution No. 2024-349

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-025-2024;

That Council directs Staff to prepare the necessary by-law, for the implementation of the 2024 – 2025 Winter Operations Plan, for consideration at the October 15, 2024 Regular Council Meeting; and

That Council directs the Manager of Transportation Services to advise staff in the Public Works Department of the intent to commence the Winter Operations Schedule on or about Sunday, November 3, 2024, and conclude on or about Friday, April 4, 2025.

Carried

3. Administrative Report No. PW-026-2024 – Solid Waste Management Services Agreement

Resolution No. 2024-350

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2024; and

That Council agrees to utilize the negotiated pricing and directs staff to prepare the necessary by-law to enter into a 7-year agreement with Phippen Waste Management for the collection, removal and disposal of refuse, and the operation and maintenance of the landfill site, to be presented to Council for consideration at the October 15, 2024 Regular Council meeting.

Carried

4. Administrative Report No. PW-027-2024 – Disposal of Recycling Carts

Resolution No. 2024-351

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-027-2024;

That Council declares surplus the 95-gallon recycling carts currently utilized for curbside collection effective January 1, 2025;

That Council directs staff to enter into negotiations with GFL Environmental Inc. (GFL) for the sale of 4,684, 95-gallon recycling carts; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc, for the sale of 4,684, 95-gallon recycling carts, for consideration at the October 15, 2024 Regular Council meeting.

Carried

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 024-2024-RS – Sponsorship of Frogs Breath Grant Application - Isaac Walker-Dupont Foundation

Resolution No. 2024-352

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

That Council for the City of Temiskaming Shores approve the request from the Isaac Walker-Dupont Foundation, and agrees to sponsor the funding application to the Frog's Breath Foundation, to assist with the installation of a fence at the Dymond B ball field, in support of the City's Minor Ball program.

Carried

2. Memo No. 025-2024-RS – Recreation Operations Update

Resolution No. 2024-353

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2024-RS, regarding the Recreation Operations Update for the month of October, for information purposes.

Carried

3. Administrative Report No. RS-020-2024 - Rockin' On Canada 2025 Request for Assistance

Resolution No. 2024-354

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

That Council approves, in principle, the following requests from the New Liskeard Biker's Reunion/Rockin' On Canada Day Event Committee:

- a. Use of the Don Shepherdson Memorial Arena and associated Parking Lot
- b. Use of the Fall Fairgrounds
- c. Land for RV Parking
- d. Small Stage and Fencing
- e. "Canada Parade" Approval

That Council directs staff to prepare a Strategic Alliance Agreement between the City and the New Liskeard Biker's Reunion/Rockin' On Canada Day Event Committee for the 2025 Rockin' On Canada Day Event, to be presented to Council for consideration at a future meeting.

Carried

4. Administrative Report No. RS-021-2024 - Recreation Department Fee Update 2025-2027

Resolution No. 2024-355

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to amend By-law 2012-039 (Departmental User Fees) to update Recreational Fees for 2025-2027, for consideration at the October 15, 2024, Regular Council meeting.

Carried

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

None

c) New Business

1. Steve Langford, Fire Chief extended best wishes to Bill Buchberger as he announced his resignation from CJTT FM. The Fire Chief appreciated the excellent support Bill provided to the department for fire safety messaging.

Mayor Laferriere advised that the City appreciated the excellent support Bill has provided with radio messaging, and offered his thanks.

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 034-2024-CS – Approval of Council Meeting Schedule – January 2025 to July 2025

Resolution No. 2024-356

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 034-2024-CS; and

That Council does hereby confirm the following schedule of meetings for the months of January 2025 to July 2025:

Tuesday, January 21, 2025	Committee of the Whole Meeting followed immediately by the Regular Meeting
Tuesday, February 4, 2025	Committee of the Whole Meeting
Tuesday, February 18, 2025	Regular Meeting
Tuesday, March 4, 2025	Committee of the Whole Meeting
Tuesday, March 18, 2025	Regular Meeting
Tuesday, April 1, 2025	Committee of the Whole Meeting
Tuesday, April 15, 2025	Regular Meeting
Tuesday, May 6, 2025	Committee of the Whole Meeting
Tuesday, May 20, 2025	Regular Meeting
Tuesday, June 3, 2025	Committee of the Whole Meeting
Tuesday, June 17, 2025	Regular Meeting

Carried

2. Memo No. 035-2024-CS – Frog’s Breath Application Sponsorship – Branch 54 Royal Canadian Legion - Haileybury

Resolution No. 2024-357

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 035-2024-CS; and

That Council for the City of Temiskaming Shores approve the request from the Branch 54 – Royal Canadian Legion (Haileybury), to sponsor an application to the Frog’s Breath Foundation, in the amount of \$50,000 for a kitchen renovation/ equipment at the Branch location.

Carried

3. Administrative Report No. CS-033-2024 – Sale of Municipal Property – Portion of Dymond Crescent

Resolution No. 2024-358

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. CS-033-2024;

That Council directs staff to continue with the disposition of the municipal road allowance, being a portion of Dymond Crescent, described as Part 1 on Plan 54R-6453, in accordance with By-law No. 2015-160; and

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowance, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and 2844371 Ontario Inc., as Purchaser, for the above-described road allowance, conditional upon the registration of any easements required by the municipality and applicable external agencies, and upon registration of an approved Site Plan Agreement, in the amount of \$1,000 plus taxes (if applicable) plus all associated costs, in accordance with By-law No. 2015-160, for consideration at the October 15, 2024 Regular Council meeting.

Carried

4. Administrative Report No. CS-034-2024 – Council Seat Vacancy

Resolution No. 2024-359

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-034-2024;

That in accordance with section 262 of the Municipal Act, 2001, Council of the City of Temiskaming Shores does hereby declare the office of Councillor to be vacant;

That Council directs staff to proceed with Option 1a (Direct Appointment of Election Candidate).

That Council approves the draft Council Vacancy Policy in principle, and directs staff to prepare the necessary By-law to confirm the adoption of the Policy, at the October 15, 2024 Regular Council Meeting; and

Further directs the Clerk to release a Public Notice of the Municipal Seat Vacancy, based on the above-noted selected option and timeline outlined within the Administrative Report.

Recorded Vote

For Motion

Councillor Whalen
Councillor Graydon
Councillor Wilson
Mayor Laferriere

Against Motion

Councillor Ducharme
Councillor Pelletier-Lavigne

Carried

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – October 15, 2024 starting at 6:00 p.m.
- b) Committee of the Whole Meeting – November 5, 2024 starting at 3:00 p.m.

13. Closed Session

None

14. Adjournment

Resolution No. 2024-360

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council hereby adjourns its meeting at 4:20 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Special Council Meeting
Tuesday, September 17, 2024 – 3:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Due to the interactive format required by Council and staff members for this Special Meeting, a livestreaming viewing option will not be available.

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, Nadia Pelletier-Lavigne, Mark Wilson (virtual), and Danny Whalen
Present:	Logan Belanger, Municipal Clerk Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation James Franks, Economic Development Officer

Steve Langford, Fire Chief
Steve Burnett, Manager of Environmental Services
Mitch McCrank, Manager of Transportation Services
Rebecca Hunt, Library CEO
Stephanie Leveille, Treasurer
Councillor Jesse Foley

Regrets:

Media: N/A

Delegates: Nancy Johnston, McSweeney & Associates
Ian Duff, McSweeney & Associates

Members of the Public: N/A

4. Approval of Agenda

Resolution No. 2024-325

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

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

Carried

5. Declaration of Special Meeting

Resolution No. 2024-326

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting” in accordance with Section 9 of Procedural By-law No. 2023-022.

Carried

6. Disclosure of Pecuniary Interest and General Nature

None

7. New Business

a) City of Temiskaming Shores Strategic Plan

Re: Strategic Planning Workshop/ Priority Setting Session with Council and Staff, facilitated by McSweeney & Associates

Mayor Laferriere welcomed Ian Duff and Nancy Johnston with McSweeney and Associates, for the first Council and Staff Strategic Planning Workshop/ Priority Setting Session. Mr. Duff provided a brief overview of topics for discussion and facilitated dialogue by providing an opportunity for input to better understand key issues and challenges that are impacting the City, to help guide the development of the Strategic Plan.

Following the discussion, Mr. Duff outlined that three community stakeholder sessions have been scheduled, and a subsequent Council and staff meeting will be scheduled in October 2024.

Mayor Laferriere thanked Mr. Duff and Ms. Johnston for the session.

8. Adjournment

Resolution No. 2024-327

Moved by: Councillor Ducharme

Seconded by: Councillor Graydon

Be it resolved that City Council adjourns at 4:38 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Special Council Meeting
Monday, October 7, 2024 – 4:30 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 4:30 p.m.

3. Roll Call

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

Present: Logan Belanger, Municipal Clerk

Regrets: N/A

Media: N/A

Delegates: N/A

Members of the Public: N/A

4. Approval of Agenda

Resolution No. 2024-361

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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

Carried

5. Declaration of Special Meeting

Resolution No. 2024-362

Moved by: Councillor Ducharme

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting” in accordance with Section 9 of Procedural By-law No. 2023-022.

Carried

6. Disclosure of Pecuniary Interest and General Nature

None

7. Closed Session

Resolution No. 2024-363

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council agrees to convene in Closed Session at 4:34 p.m. to discuss the following matter:

- a) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – City Manager Recruitment.

Carried

Resolution No. 2024-364

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council agrees to rise with report from Closed Session at 5:16 p.m.

Carried

Matters from Closed Session

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

The Recruitment Committee provided Council with an update, and Council provided the Recruitment Committee with direction.

8. Adjournment

Resolution No. 2024-365

Moved by: Councillor Ducharme

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that City Council adjourns at 5:17 p.m.

Carried

Mayor

Clerk

MUNICIPAL PET RESCUE SUPPORT



**SUPPORTING
PET RESCUES
CAN BE A
FINANCIALLY
PRUDENT
DECISION FOR
SMALL
MUNICIPALITIES
FOR SEVERAL
REASONS.**



Pet rescues in Ontario ensure animal welfare, reduce overpopulation, and promote responsible pet ownership.

THE NUMBERS

The prevalence of stray pets, particularly cats and dogs, can vary significantly based on the geographic and demographic characteristics of an area. In an average North American small municipality, estimates suggest that there may be around 60 to 100 stray cats and about 15 to 30 stray dogs per 1,000 population.

These numbers can vary due to factors such as local animal control policies, community engagement, socioeconomic status, and spay/neuter programs.

THE NUMBERS

In rural areas, the statistics about stray pets may differ. Generally, rural regions tend to have higher numbers of stray animals owing to less stringent animal control, lower veterinary care access, and a more significant population of free-roaming cats and dogs.

Reports and studies show that rural areas might see numbers that can exceed 100 stray animals per 1,000 population, particularly with cats, as they are often allowed to roam free.

The daily cost per animal in a municipal impounding facility can vary significantly based on several factors, including the location, size of the facility, and specific operational costs. Here, I'll provide a simplified equation and explanation using hypothetical values.

To achieve a very conservative estimate, I have used the economy of scale. Your own calculations based in this formula may be much higher per animal.

Equation: Total Daily Cost per Animal = (Manpower Cost + Food Cost + Administrative Cost) / Number of Animals**

Explanation of Each Component:

- 1. **Manpower Cost**:** This includes salaries and benefits for staff involved in the care of the animals, such as animal control officers, veterinarians, kennel staff, and administrative personnel. For example, if the total daily wage expense for the staff is \$1,200, this would be part of the manpower cost.
- 2. **Food Cost**:** This is the cost of feeding the animals each day. For instance, if the facility spends \$300 a day on food and has 50 animals, you would calculate the cost per animal based on that total.
- 3. **Administrative Cost**:** These are the overhead costs, including utilities, facility maintenance, insurance, and other operational expenses. If the administrative costs amount to \$400 a day for the facility, this would need to be included as well.
- 4. **Number of Animals**:** This is the total number of animals currently housed in the facility. If the facility has 50 animals, this number will be crucial for determining the cost per animal.

Example Calculation:

Let's say: - Total daily manpower cost: \$1,200

- Daily food cost: \$300

- Daily administrative costs: \$400

- Number of animals: 50

1. **Calculate Total Costs**:

Total Cost = Manpower Cost + Food Cost + Administrative Cost

Total Cost = \$1,200 + \$300 + \$400 = \$1,900

2. **Calculate Cost per Animal**:

Daily Cost per Animal = Total Cost / Number of Animals

Daily Cost per Animal = \$1,900 / 50 = \$38

Conclusion: So, in this example, it costs approximately \$38 per day to care for each animal in the municipal impounding facility. Keep in mind that actual costs can vary, but this provides a simple framework for how to think about the expenses involved.

REDUCTION IN ANIMAL CONTROL COSTS

LOWER SHELTER BURDENS

By funding pet rescues, municipalities can reduce the number of animals in municipal shelters. This can lead to lower operational costs associated with feeding, housing, and caring for these animals.

According to the **Ontario Animal Welfare Services**, municipal shelters often face overcrowding, leading to high operational costs associated with care for animals.

- Ontario Animal Welfare Services. *Cost Analysis of Municipal Shelters.*

REDUCTION IN ANIMAL CONTROL COSTS

DECREASED EUTHANASIA COSTS

A study by the Toronto Humane Society found that partnerships with rescues significantly reduced euthanasia rates by promoting responsible adoptions (**Toronto Humane Society, 2017**).

When municipalities partner with rescues that promote responsible adoption and rehabilitation, the number of animals that are euthanized can decrease, resulting in not only cost savings but also reduced emotional strain on animal control staff.

- Toronto Humane Society. (2017). *The Impact of Rescue Partnerships.*

**INCREASED
ADOPTION
RATES AND
COMMUNITY
HEALTH**

**COMMUNITY
ENGAGEMENT**

Supporting local rescues fosters community involvement, which can lead to increased adoption rates. Higher adoption rates align with the municipality's goals of promoting responsible pet ownership, creating a healthier pet population and reducing associated costs.

The **BC SPCA** has noted that community-supported animal rescue organizations have contributed to higher adoption rates.

- BC SPCA. (2020). *Community Animal Rescue Programs.*

INCREASED ADOPTION RATES AND COMMUNITY HEALTH

PUBLIC HEALTH BENEFITS

Adopting pets can lead to increased social interaction and improved mental health for residents. Healthier communities often result in lower healthcare costs for local governments.

A report by **PetSmart Charities of Canada** mentions the mental health benefits of pet ownership, helping to create a sense of community that can lead to lower healthcare costs for municipalities.

- PetSmart Charities of Canada. (2018). *Mental Health and Pet Ownership Report.*

ECONOMIC BOOST THROUGH PET- RELATED ACTIVITIES

LOCAL SUPPORT FOR BUSINESSES

Pet rescue operations often require services from local veterinary clinics, pet supply stores, and grooming services. Supporting rescues indirectly stimulates the local economy by directing funds towards these businesses.

The Calgary Animal Services found that local pet rescues create important economic relationships with veterinary clinics and pet supply stores, boosting local economies.

- Calgary Animal Services. (2019). *Economic Impact Study on Local Pet Services.*

ECONOMIC BOOST THROUGH PET- RELATED ACTIVITIES

TOURISM AND EVENTS

Municipalities can host events (e.g., adoption days, pet fairs) that attract people from outside the community. This can boost local tourism and spending at businesses.

Cities like **Vancouver** have seen success in hosting pet-related community events, attracting visitors and stimulating local businesses.

- Vancouver Board of Trade. (2020). *Economic Report on Community Events.*

MITIGATION OF STRAY ANIMAL ISSUES

CONTROLLED POPULATION

Rescues play a critical role in managing and controlling the stray animal population. Fewer strays lead to lower public safety concerns and reduce the municipality's liabilities related to animal attacks or accidents. Rescues also play a significant role in neutering and spaying pet populations.

The City of Montreal's partnership with local rescues for spay/neuter programs has greatly contributed to reducing the stray animal population

- City of Montreal. (2021). *Animal Control and Community Safety Reports.*

MITIGATION OF STRAY ANIMAL ISSUES

COMMUNITY SANITATION AND SAFETY

Stray animals can contribute to sanitation issues and attract pests. By addressing these issues through supportive measures for rescues, municipalities can maintain a cleaner and safer environment.

Rescues assist municipalities like **Ottawa** in addressing sanitation concerns related to stray animals, decreasing pest populations.

- Ottawa Public Health. (2022). *Sanitation and Animal Control Measures.*

ENHANCED
COMMUNITY
IMAGE AND
QUALITY OF LIFE

POSITIVE
COMMUNITY
RELATIONS

A municipality that supports pet rescue efforts fosters a compassionate and caring image, which can enhance community pride and attract residents seeking a positive and engaged community.

Community surveys conducted by The **Canadian Federation of Humane Societies** show that municipalities known for animal welfare initiatives foster increased community pride and participation.

- Canadian Federation of Humane Societies (CFHS). (2019). *Annual Community Report.*

ACCESS TO GRANTS AND FUNDING OPPORTUNITIES

LEVERAGING RESOURCES

By demonstrating support for pet rescues, municipalities can position themselves as leaders in animal welfare and potentially access grants or funding from provincial or national organizations dedicated to animal rescue and welfare.

The Government of Canada provides funding opportunities for municipalities engaging in animal welfare projects, particularly those that show collaboration with local rescues.

- Government of Canada. (2021). *Program for Animal Welfare.*

ACCESS TO GRANTS AND FUNDING OPPORTUNITIES

COLLABORATIVE OPPORTUNITIES

Local governments can collaborate with rescues for specific projects (e.g., spay/neuter programs) that provide financial support with multiple stakeholders contributing various resources and funding. Municipalities partnering with rescues, like in **Hamilton**, have successfully accessed funding for spay/neuter initiatives, resulting in a shared financial burden among stakeholders.

- Hamilton Animal Control, 2020

SOCIAL RESPONSIBILITY AND ETHICAL CONSIDERATIONS

ALIGNING WITH COMMUNITY VALUES

Many residents prioritize animal welfare. By financially supporting rescues, municipalities can align their policies with the values of their constituents, which can lead to increased civic engagement and support for other municipal initiatives.

Engagement surveys by the Royal Bank of Canada demonstrate that a significant portion of Canadians view animal welfare as crucial; municipalities that support rescues resonate more with constituents' values.

- RBC Future Launch. (2021). *Engagement and Community Values Survey.*

IN SUMMARY

Investing in pet rescues is not just an act of goodwill; it is a strategic financial decision that can yield numerous benefits for small municipalities. From reducing costs associated with animal control to stimulating the local economy and enhancing the community's quality of life, the case for supporting pet rescues is strong.

In an era where municipalities are seeking innovative solutions to manage budgets and improve community well-being, pet rescues represent an impactful opportunity.

Draft Terms of Reference

Regional Task Force on Pet Rescue Underfunding and Stability

1. Background

The increasing reliance on pet rescues to manage stray and abandoned animals has brought to light significant challenges, including chronic underfunding and instability within the rescue sector. These issues have far-reaching impacts on municipalities, including increased costs related to animal control, public health concerns, and strain on community resources. A coordinated regional approach is needed to address these challenges and to develop sustainable solutions that benefit both the municipalities and the pet rescue organizations.

2. Purpose

The purpose of this Task Force is to:

- Investigate the current state of funding and operational stability of pet rescue organizations within the region.
- Identify the key challenges and gaps that contribute to underfunding and instability.
- Explore potential funding models, partnerships, and policies that can enhance the sustainability of pet rescues.
- Recommend actionable solutions that municipalities can implement to support pet rescues and improve outcomes for both animals and communities.

3. Objectives

The specific objectives of the Task Force are to:

- Conduct a comprehensive assessment of the financial and operational status of pet rescues in the region.
- Engage with stakeholders, including municipal representatives, pet rescue organizations, veterinary services, and community groups, to gather insights and data.
- Analyze the impact of municipal policies on the effectiveness and sustainability of pet rescues.
- Develop a set of recommendations for municipalities to improve support for pet rescues, including potential funding sources, partnerships, and regulatory changes.
- Propose strategies for regional collaboration to address shared challenges and opportunities related to pet rescues.

4. Membership

The Task Force will be composed of representatives from:

- Municipal councils within the region (each city, municipality or township will appoint one representative).

- Local pet rescue organizations.
- Veterinary professionals.
- Community stakeholders with an interest in animal welfare.

5. Roles and Responsibilities

- **Chairperson:** To be elected by Task Force members. The Chairperson will lead meetings, facilitate discussions, and ensure that the Task Force remains focused on its objectives.
- **Municipal Representatives:** To provide insight into municipal policies, resources, and constraints, and to represent the interests of their respective councils.
- **Pet Rescue Representatives:** To share on-the-ground experiences, challenges, and best practices in the operation of pet rescues.
- **Veterinary Professionals:** To provide expertise on animal health, welfare, and the costs associated with rescue operations.
- **Community Stakeholders:** To offer perspectives on public engagement, community impact, and potential collaborative opportunities.

6. Meetings

- The Task Force will meet bi-monthly or as required, based on the progress of the investigation and the need for discussion.
- Meetings will be conducted in person or via virtual platforms to ensure broad participation.
- Agendas and minutes will be distributed to all members at least one week before each meeting.

7. Deliverables

- **Interim Report:** A progress report outlining initial findings and potential areas of focus, to be delivered within three months of the Task Force's formation.
- **Final Report:** A comprehensive report detailing the findings, analysis, and recommendations, to be delivered within six months.
- **Action Plan:** A proposed plan for implementing the recommendations, including timelines, responsible parties, and potential funding sources.

8. Timeline

- **Formation of Task Force:** Within one month of approval by participating municipalities.
- **Completion of Assessment and Engagement:** Within four months of the first meeting.
- **Delivery of Final Report:** Within six months of the first meeting.
- **Implementation of Action Plan:** Following approval of the Final Report by the participating municipal councils.

9. Budget

- The Task Force will operate with a modest budget allocated by participating municipalities to cover meeting costs, research activities, and report preparation. Additional funding opportunities will be explored as part of the Task Force's work.

10. Reporting and Accountability

- The Task Force will report to the councils of the participating municipalities. Regular updates will be provided, and the final report will be submitted for approval and action.

11. Review and Amendment

- These Terms of Reference may be reviewed and amended by consensus of the Task Force members, subject to approval by the participating municipal councils.

DRAFT



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September 13, 2024

Dr. Kieran Moore, Chief Medical Officer of Health & Assistant Deputy Minister
Delivered via email: Kieran.Moore@ontario.ca

Dear Dr. Moore:

Re: Perspectives from Northern Ontario for the Public Health Funding Review

On September 4, 2024, at a regular meeting of the Board for the Timiskaming Health Unit, the Board considered the correspondence from the Northern Medical Officers of Health, regarding the **Public Health Funding Review for Northern Ontario**.

The following motion 45R-2024 was passed:

BE IT RESOLVED THAT the Timiskaming Health Unit Board of Health supports the Northern MOH letter on funding review as presented, and;

FURTHER THAT the letter be shared Dr. Kieran Moore, local municipalities, district members of the Provincial Parliament, alPHA and Northern Health Units.

We appreciate your attention to this important matter.

Sincerely,

Stacy Wight
Board of Health Chair

Copy to:

- Dr. Kieran Moore, Chief Medical Officer of Health & Assistant Deputy Minister
- Liz Walker, Executive Lead, Office of the Chief Medical Officer of Health
- Colleen Kiel, Director, Public Health Strategic Policy, Planning and Communications Branch
- Brent Feeny, Director, Accountability and Liaison Branch
- Fiona Kouyoumdjian, Associate Chief Medical Officer of Health Wajid Ahmed, Associate Chief Medical Officer of Health

August 16, 2024

To: Kieran Moore
Chief Medical Officer of Health & Assistant Deputy Minister

From: Medical Officers of Health
for the 7 Northern Ontario Local Public Health Agencies

Subject: **Perspectives from Northern Ontario for the Public Health Funding Review**

We are writing to you as the seven local public health agencies in Northern Ontario to share some perspectives unique to the North regarding the current Public Health Funding review.

Before we outline our perspectives, we do wish to note our support of the government undertaking a funding review. It has been our perspective, and that of the local public health field, that a funding approach that enables stable and predictable funding is needed so that we can adequately plan and deliver our services.

We understand that the provincial government is quite concerned by the difference in per capita funding between local public health agencies. We agree, this is something needing to be addressed, but that the goal should not be *equal* (per capita) funding across local public health agencies, but rather *equitable* funding which accounts for the circumstances of each health unit.

The following are some equity considerations that can strengthen and improve the validity of the funding approach for public health in Northern Ontario.

For clarity, our comments are intended to relate only to the base funding grants; we do not intend to make comment on the Unorganized Territories Fund, which we believe requires its own review (we welcome the opportunity for further discussion of this at a future date).

Considerations for Funding Public Health in Ontario

1. Geography

Northern Ontario has much larger service areas than in the rest of the province. Northern Ontario spans 90% of Ontario's land mass, but has only a minority of the province's population. [1] That has major implications in terms of service delivery:

- Our staff must travel long distances to deliver service. That has implications in both transportation costs as well as opportunity costs of staff time. Inflationary pressures have exacerbated these costs.
- Given some of our communities are very remote and inaccessible by roads, travel in many cases is not just by car, but by charter flight or boat. This further increases our travel costs.¹
- Since the populations we serve in Northern Ontario are distributed over a large area, we do not benefit from the population density that facilitates economies of scale. That means we must plan and organize a service many times over. In Northern Ontario, we have 142 municipalities plus many other communities in unorganized territories, as well as First Nations communities. If delivering a vaccination program, for example, a northern local public health agency must plan, organize, travel, set-up, and deliver clinics in many locations, taking into account the lack of public transportation in and between most northern communities. These clinics will ultimately serve fewer people and cannot take advantage of the economies of scale possible in a southern Ontario city where only 2 or 3 fixed locations might be need.
- Our rural geography impacts the nature of services we must deliver as well. For example, since much more of our populations are living in rural and remote areas as compared to the rest of the province, we are much more involved with inspecting small drinking water systems and private drinking water testing. Unlike a municipality in southern Ontario that may have a few large municipal water treatment plants that aren't inspected by local public health, northern communities have a plethora of small drinking water systems that do need regular inspections. This adds significant costs to our budgets to travel to and conduct inspections as well as to transport well water samples to the lab. As well, even where a community may be on municipally treated water, these are smaller plants befitting the size of the municipalities without large public works departments operating them. Larger municipalities enjoy economies of scale

¹ While it may be argued that the Unorganized Territories Grant accounts for serving this population, and this does not impact the broader funding approach, we highlight (1) that some fly-in/boat-in communities are organized municipalities (e.g. Moosonee), and (2) in 2008, when local public health associations were asked to account for their true costs of delivering services to unorganized territories, it was concluded that costs were 99% higher than what the Unorganized Territory Grant provided [15], and so the cost-shared budget heavily supported delivery of services to these communities. Since 2008, the Unorganized Territory Fund has increased 41.3% [15] while cumulative CPI in Ontario has increased 47.1% [16], implying that the role of cost-shared funding has increased since then, especially after accounting for population growth.

from running large plants that foster expertise and sophistication, and comparably lower maintenance costs. Most northern Ontario municipalities don't enjoy these economies of scale, resulting in more common problems and interruptions to operations, and so more involvement by public health to assess risk, monitor water quality, and issue boil water advisories, and drinking water advisories.

- Technology, which may sometimes allow bridging distance through virtual delivery of services, is often not possible in Ontario's North or is very expensive to support. In 2023, the Canadian Government-sponsored Northern Ontario Broadband Report [2] found that only 26% of Northern Ontario communities met the standard of 50% of the population of the community having 10/50 Mbps internet speed. In many communities, and particularly spaces between them, mobile phone service is also spotty. The residents we serve in Northern Ontario therefore frequently do not have the ability to be served virtually.

2. Breadth, Diversity, and Complexity of Populations and Partners

The vast land area of the North also brings with it greater diversity in a few different dimensions:

- The North has 32% (142/444) of Ontario municipalities, but only 20.5% (7/34) of Ontario's health units.
- The North has 107 of the 134 First Nations Communities in Ontario (80%), and 78% of the on reserve population in Ontario (recognizing that the Census is an undercount of Indigenous population, so these numbers may underrepresent the true number). [3] Alongside these populations are Band Councils and Indigenous organizations with whom we engage to ensure we can provide services in a way that is welcome and meaningful, while navigating complex jurisdictional ambiguity.
- People in the North have much lower socio-economic standing. Between 2009 and 2018 Northern Ontario had an annual average of GDP growth [1] of 0.1% compared to 1.7% for Ontario as a whole [4]. Other social determinants of health track similarly in Northern Ontario, and so health outcomes are worse. For example, in 2021 if looking at Mortality from Avoidable Causes [5], the Northern health units had an average avoidable mortality of 323 deaths per 100,000 versus 204 for the rest of Ontario. In fact, the seven Northern health units rank in the top 8 health units for avoidable mortality, and occupy all of the top six positions. Worse social determinants of health put a greater burden on Northern local

public health agencies in terms of the number of clients needing our intervention, and the efforts we need to invest per person to mitigate inequities.

- For Indigenous populations in particular, in Ontario the median income for First Nations people living on reserve is \$32,400, \$44,000 for those living off reserve, and \$50,400 for non-Indigenous people. [6] Similarly, “Low income” status is more prevalent among Indigenous people who live on reserve (33.7%) and off reserve (16.9%) compared to non-Indigenous people (9.9%). [7] With 78% of the on reserve Indigenous population of Ontario, this is a significant pressure on Northern local public health budgets.
- Northern Ontario has disproportionately more Francophones and French Designated Areas (Figure 1), legally obligating more resources be devoted to translation and to ensuring provision of French-language services. Public Health must also engage with Francophone communities and organizations who are numerous across the large Northern geography.

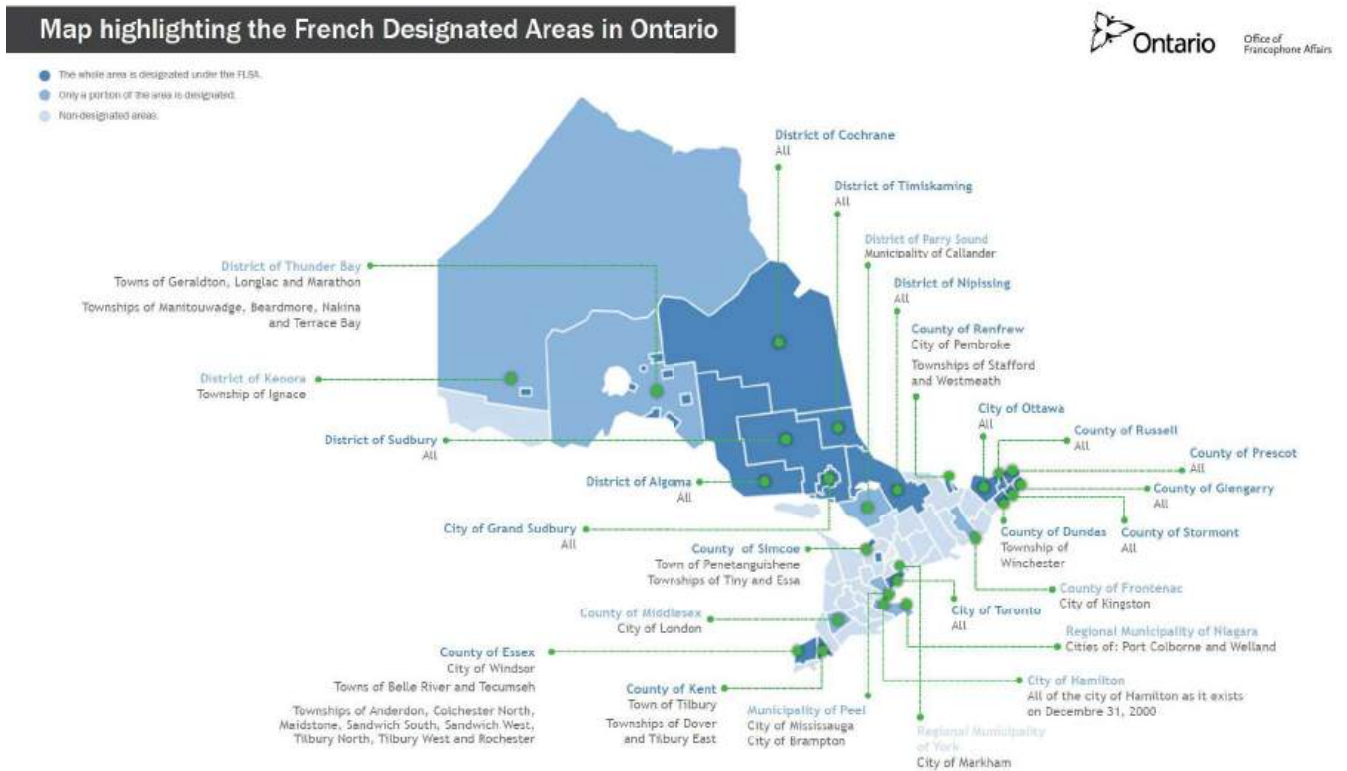


Figure 1. Designated French Language Areas in Ontario. [8]

The implication of this breadth and diversity of our populations and our partners is that it multiplies our workload: we have more municipal, Indigenous, and other partners with whom to engage; and we must meet people where they are with respect to language, Indigenous status, and social determinants of health, and invest in mitigating these. These are challenges not experienced as acutely in other parts of the province.

In addition, when attempting to work upstream, the complex patchwork of partners, many of whom are not well-funded, pose challenges to building coherent coalitions to advance advocacy or policy change for improvement of upstream health determinants.

3. Health Care Gaps

Northern Ontario is unfortunately lacking in health and dental care capacity. According to Ontario's Health Care Experience Survey for December 2019 (most recent results available) [9], 6.7% of Ontarians lacked a primary care provider, but that increased to 11.7% of residents of the North West LHIN and 11.8% of the North East LHIN. The Northern Sub-region reached as high as 29.0% of residents lacking a primary care provider.

In part, this is a function of primary care providers delivering acute care in much of Northern Ontario. In the North, family physicians routinely cover emergency departments, handle most obstetrics, are the primary surgical assists, and support long-term care, often working at multiple sites in a week.

It often falls to local public health to fill the gaps in primary care. For example, looking at the Fall 2023/24 COVID-19 vaccination program, pharmacies did not have the capacity to provide vaccinations in the North to the extent they did in the rest of the province (44.7% of vaccinations delivered by pharmacies in the North compared to 73.9% of vaccinations province-wide). Northern Public health units filled that gap, delivering 43.2% of COVID-19 vaccinations as compared to 15.7% Ontario-wide. Indeed, the six public health units with the lowest pharmacy delivery were all in Northern Ontario, and all 7 Northern Ontario PHUs were in the bottom 10 PHUs for pharmacy share of COVID-19 vaccinations. Despite the lack of pharmacy participation, Northern local public health agencies achieved above average vaccination coverage (17.9% to provincial average of 15.8%) through our efforts.

Table 1 Fall 2023/24 COVID-19 Vaccination Delivery [10][11]

Public Health Unit	Proportion of Vaccines Delivered by Pharmacy	Proportion of Vaccines Delivered by Primary Care	Proportion of Vaccines Delivered by Public Health	Coverage Achieved
Ontario	73.9%	4.4%	15.7%	15.8%
Northern PHUs	44.7%	5.4%	43.2%	17.9%
Porcupine	21.2%	2.2%	66.0%	13.3%
Northwestern	16.2%	3.4%	71.8%	17.0%
Timiskaming	24.0%	12.3%	57.9%	17.2%
Algoma	65.4%	10.0%	18.6%	19.6%
Thunder Bay District	39.7%	8.5%	44.2%	19.9%
North Bay Parry Sound	48.8%	2.0%	43.8%	19.2%
Sudbury & Districts	54.8%	2.6%	36.9%	17.1%

Similar gaps in primary health care capacity impact other program areas such as child health programming, sexual health programming, infectious disease programming, and rabies post-exposure prophylaxis.

Gaps in primary care can also increase rapidly with the closure of a single clinic or provider group. For example, in 2024, Sault Ste Marie experienced a dramatic announcement that 10,000 patients (8% of the entire health unit’s population) would be de-rostered from their primary healthcare provider due to one provider group having difficulty recruiting primary care providers to replace retirements. [12]

There is also a lack of specialists in the North. Ontario’s Health Care Experience Survey [9] shows that 65.2% of Ontarians must wait longer than 30 days for specialist care. However, that increases to 72.3% of residents in the North West LHIN and 73.8% of those in the North East LHIN. These specialist care gaps create particular challenges for public health follow-up. For example, in the follow-up and care of tuberculosis clients or syphilis infections, both of which have increased in incidence since the pandemic, most Northern communities do not have infectious disease specialists to oversee care, and primary care providers lack experience with these diseases. It falls on public health, who has some expertise from following all cases of these infections, to guide the health care system in care of such clients. This is not the norm in the rest of Ontario where greater clinical expertise exists.

4. Municipal Capacity

Just as local public health agencies struggle with the lack of economies of scale when delivering services to rural and remote populations, it should be observed that municipalities experience these same challenges with their services. Adding in the relatively lower economic opportunities in the North, Northern municipalities therefore have property tax bases that are very stretched. This makes it comparatively difficult for them to contribute to cost-shared funding of local public health. This should be considered in the obligation placed on municipalities in a new funding approach.

We believe all of the above make it more costly to deliver local public health in Northern Ontario, and that needs to be taken into account in the new funding approach.

We also wish to make a couple of comments on measures and metrics which may seem sensible to apply in the funding approach, but which have weaknesses when used for Northern geographies.

Caution on Applying Measures in Northern Ontario

1. Census Undercounting of Indigenous Populations

It is known that many Indigenous people do not complete the Canadian Census, and so the Census's counts for Indigenous population are significant undercounts throughout Northern Ontario. [12]

For example, the Health Counts Kenora project (Our Health Counts - WNHAC) used a respondent driven sampling approach and demonstrated that 76.9% of Indigenous people in the City of Kenora did not complete the 2016 census [7]. Using a conservative approach, "the Canadian Census undercounts Indigenous adults and children living in Kenora by at least 2.6 to 4.0 times." The 2016 Canadian Census reports that 3,155 Indigenous people lived in the City of Kenora; the 2021 Census reported 3,595. Both Thunder Bay and Timmins have also conducted similar counts and found significant undercounts.

As a population known to experience disproportionate health inequities, it is important that any new funding approach factor in the undercount of Indigenous peoples in the Census, and that this undercount is of a population that deserves disproportionate public health resources invested to address their health inequities.

In particular, as a new funding approach attempts to account better for population growth over time, it needs to be addressed that Northern Ontario is seeing significant growth in populations not well captured by the Census, such as Indigenous, anabaptist, and newcomer populations.

2. Inapplicability of ON-Marg in low population areas

The Ontario Marginalization Index is based on analysis at the Census dissemination area. Unfortunately, for much of Northern Ontario, there isn't sufficient population to have data for dissemination areas. For example, in Northwestern health unit, of 229 constituent dissemination areas, 101 (44%) have no data. Therefore, these areas are ignored in ON-Marg calculations. These areas that are excluded from ON-Marg calculations have many First Nation communities with low socioeconomic status and high deprivation, and so their exclusion has the impact of skewing ON-Marg metrics for Northern Ontario to appear less marginalized than is the reality.

Where dissemination areas do have data, that data is not always reliable. For example, on First Nations communities, the Low Income Measure input to ON-Marg has a flag of caution on interpretation, which means that the material deprivation dimension of ON-Marg should similarly be used in caution when looking at First Nations communities. The Northern public health units share land with 107 of the 134 First Nation communities in Ontario.

We appreciate that designing a funding approach for a diverse and complex group of local public health agencies is no easy task.

At its core, our fundamental message is that if a funding approach is to truly advance health outcomes and health equity across the province, health equity must be foundational in its design, and not be simply a variable included amongst many others. Metrics like per capita funding are attractive for their simplicity and ease of understanding. But that clarity in fact masks the complexities of serving Ontarians who are not uniform statistical units, but who live within diverse social contexts defined by countless inequities. We seek a funding approach that delivers not *equal* per capital funding, but *equitable* per capital funding.

We thank you for the consideration of the issues raised in this letter as you undertake the challenge of developing an *equitable* funding approach.

We would be very pleased to meet in the near future to discuss our perspectives further, and how we can support your team as the funding review proceeds.

And we look forward to there being an opportunity to review a funding proposal in the coming months before a final version is submitted for government approval.

Sincerely,

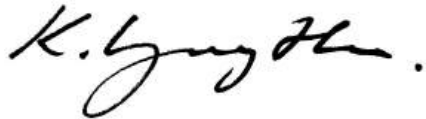


[Lianne Catton \(Aug 21, 2024 09:39 EDT\)](#)

Lianne Catton
Medical Officer of Health & CEO, Porcupine
Health Unit



Janet DeMille
Medical Officer of Health & CEO, Thunder
Bay District Health Unit



Kit Ngan Young Hoon
Medical Officer of Health, Northwestern
Health Unit



[Carol Zimbalatti \(Aug 17, 2024 16:33 EDT\)](#)

Carol Zimbalatti
Medical Officer of Health & EO, North Bay
Parry Sound District Health Unit

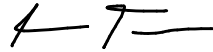


[Glenn Corneil \(Aug 19, 2024 08:59 EDT\)](#)

Glenn Corneil
Acting Medical Officer of Health & CEO,
Timiskaming Health Unit



M. Mustafa Hirji
Acting Medical Officer of Health & CEO,
Public Health Sudbury & Districts



[John Tuinema \(Aug 16, 2024 19:11 EDT\)](#)

John Tuinema
Acting Medical Officer of Health & CEO,
Algoma Public Health

CC:

Liz Walker, Executive Lead, Office of the Chief Medical Officer of Health
Colleen Kiel, Director , Public Health Strategic Policy, Planning and Communications
Branch
Brent Feeney, Director , Accountability and Liaison Branch
Fiona Kouyoumdjian, Associate Chief Medical Officer of Health
Wajid Ahmed, Associate Chief Medical Officer of Health

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Northern MOH Letter on Funding Review (For Signature)

















Final Audit Report


2024-08-21

Created:	2024-08-16
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-  Document created by Mustafa Hirji (hirjim@phsd.ca)
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REGULAR COUNCIL MEETING

HELD
September 24th, 2024

2024-204

**Moved by Councillor Champagne
Seconded by Councillor Trahan**

WHEREAS on February 27th, 2024, Council for the Municipality of East Ferris supported a resolution received from the Town of Petrolia calling upon both the Rural Ontario Municipal Association (ROMA) and Ontario Good Roads Association (OGRA) Boards to re-establish a combined OGRA and ROMA annual conference;

AND WHEREAS on May 16th, 2024, correspondence was received from ROMA Chair, Robin Jones, stating that in 2019 the ROMA Board of Directors and the OGRA Executive Committee decided not to hold a joint conference, but agreed that there are matters the organizations can work together on;

AND WHEREAS with ROMA being the rural voice of the Association of Municipalities of Ontario (AMO) it makes great sense for the ROMA and AMO conferences to be a combined conference, not only financially for municipalities but also for availability for participation of members of Council and staff;

AND WHEREAS these conferences afford a vital opportunity for delegations with members of our provincial parliament, moving to a combined ROMA/AMO conference provides a better respect to their availability and participation;

NOW THEREFORE BE IT RESOLVED that the Council for the Municipality of East Ferris call upon both the ROMA & AMO Boards to establish a combined ROMA/AMO annual conference;

BE IT FURTHER RESOLVED should the conferences be combined and held during the winter months, as has been past practice for the ROMA conference, that a hybrid participation option be considered as winter weather can be unpredictable and not all persons who wish to attend can do so in person;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to ROMA, AMO, MPP Vic Fedeli, and all municipalities in Ontario.

Carried Mayor Rochefort

T: 705-752-2740

E: municipality@eastferris.ca

25 Taillefer Road, Corbeil, ON. P0H 1K0

eastferris.ca



East Ferris
MUNICIPALITY • MUNICIPALITÉ

CERTIFIED to be a true copy of
Resolution No. 2024-204 passed by the
Council of the Municipality of East Ferris
on the 24th day of September, 2024.

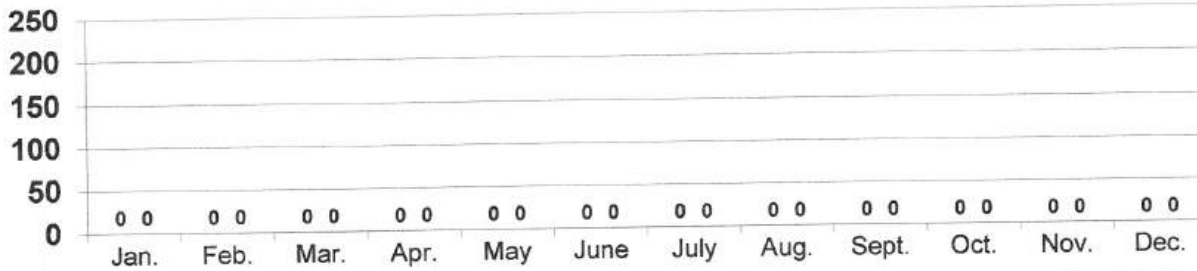
Kari Hanselman, Dipl. M.A.
Clerk

EARLTON-TIMISKAMING REGIONAL AIRPORT MAY 2024

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$16,429	\$36,491
Operations	\$20,614	\$202,836
	\$37,043	\$239,327
 <u>EXPENSES</u>		
Fuel	\$25,559	\$25,559
Operations	\$26,227	\$98,381
	\$51,786	\$123,940
 <u>NET PROFIT/LOSS</u>		
Fuel	-\$9,130	\$10,932
Operations	-\$5,613	\$104,455
Capital Expenses		
	-\$14,743	\$115,387
 <u>FUEL INVENTORY - JET A1</u>	\$ 37,188	
<u>FUEL INVENTORY - AVGAS</u>	\$ 11,536	
<u>FUEL INVENTORY - DIESEL</u>	\$ 5,185	

Air Carriers Movements

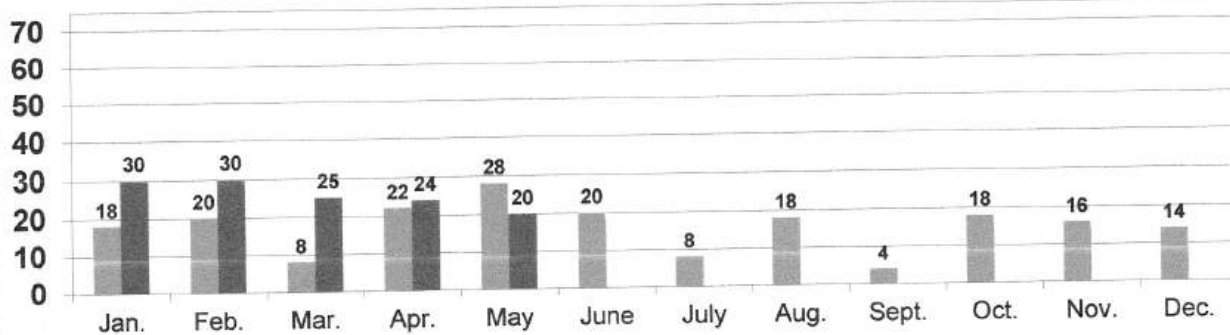
2023
2024



Air Ambulance Movements

YTD 2023 194
Total 2024 129

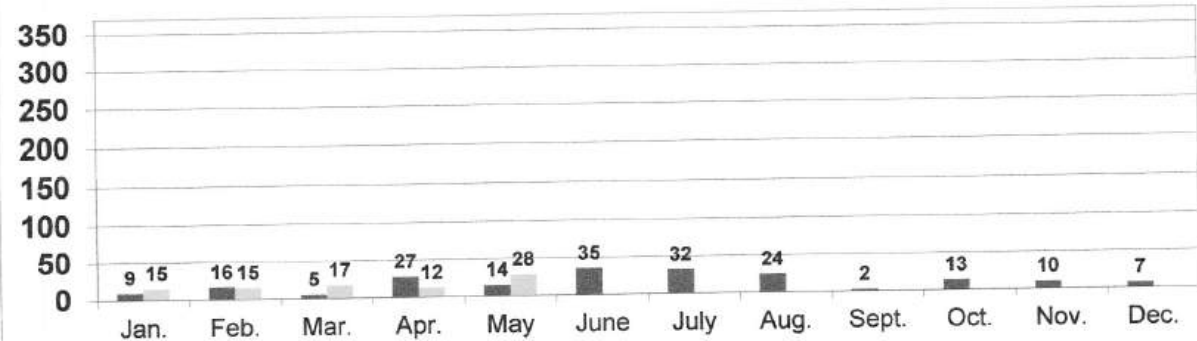
2023
2024



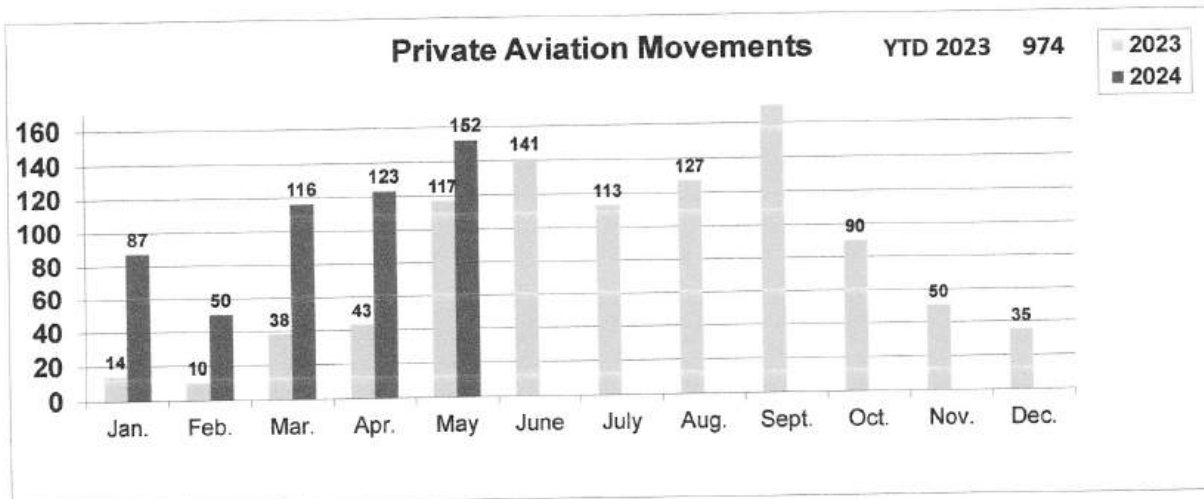
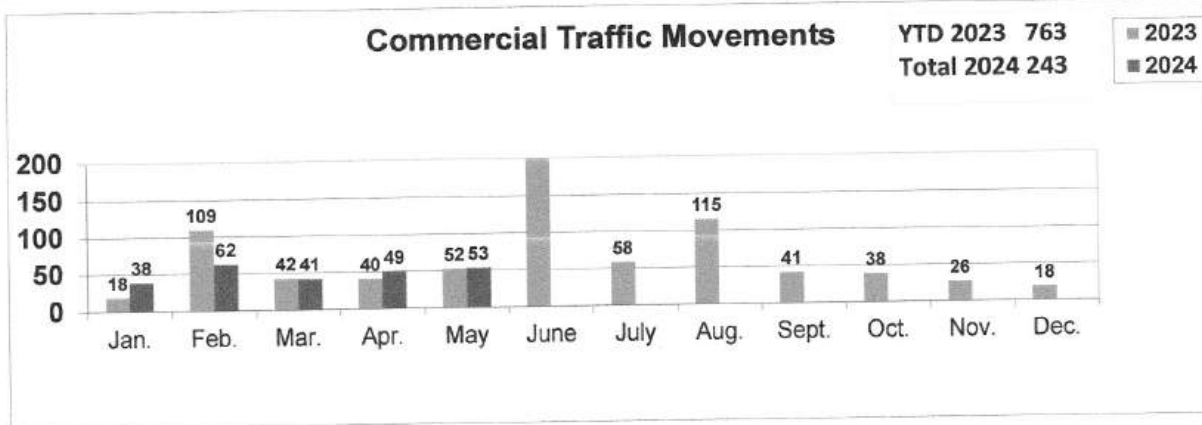
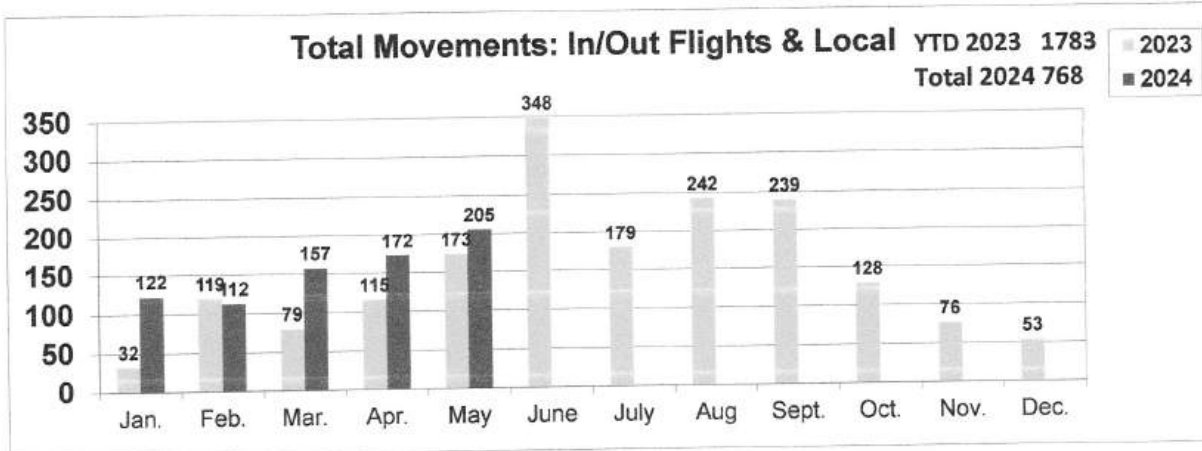
Pgrs. via Air Charter

YTD 2023 194
Total 2024 87

2023
2024



ANNUAL AIRCRAFT MOVEMENTS



Community Contribution Summary
2024 Sharing Contribution
Per Capita Contribution - \$9.80

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1199	\$11,750	\$11,750.00
Casey	341	\$3,342	\$3,342.00
Chamberlain	311	\$3,048	\$3,048.00
Charlton and Dack	686	\$6,723	\$6,723.00
Coleman	517	\$5,067	\$2,533.50
Englehart	1442	\$14,132	\$14,132.00
Evanturel	502	\$4,920	\$0.00
Harley	524	\$5,135	\$5,135.00
Harris	530	\$5,194	\$5,194.00
Hilliard	215	\$2,107	\$1,053.50
Hudson	530	\$5,194	\$5,194.00
Temiskaming Shores	9634	\$94,413	\$47,206.50
Thornloe	92	\$902	\$451.00
Total Contributions	16523	\$161,927	\$105,762.50

Donation

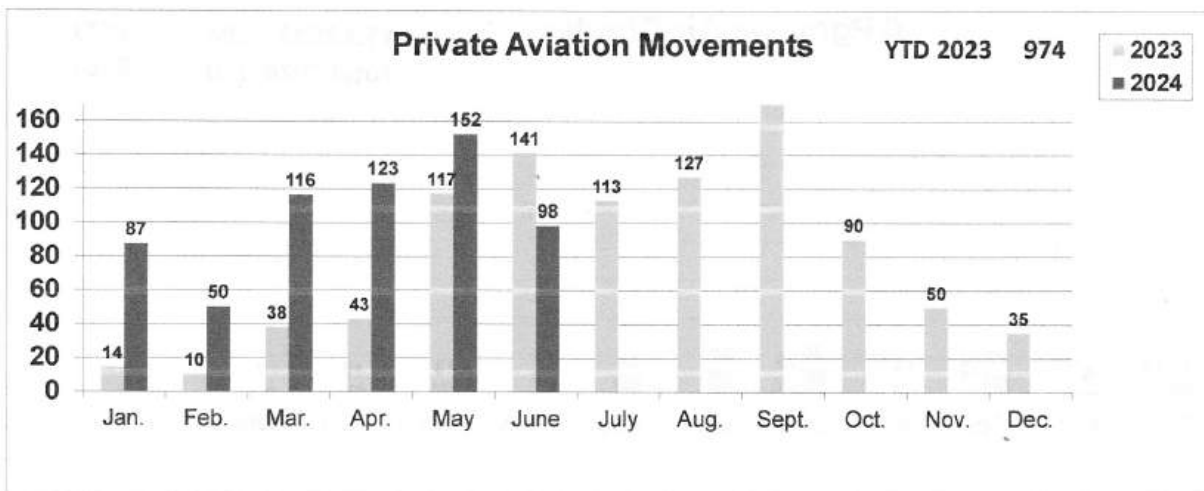
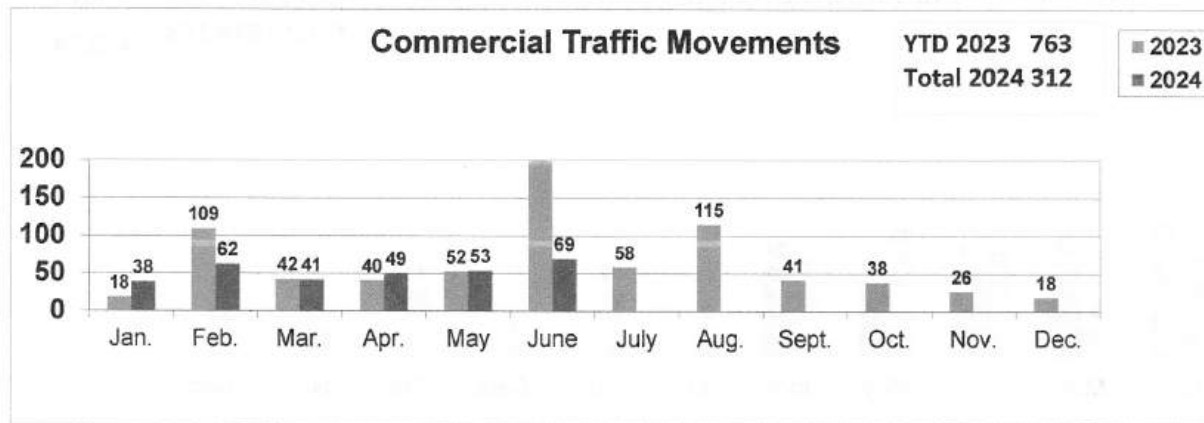
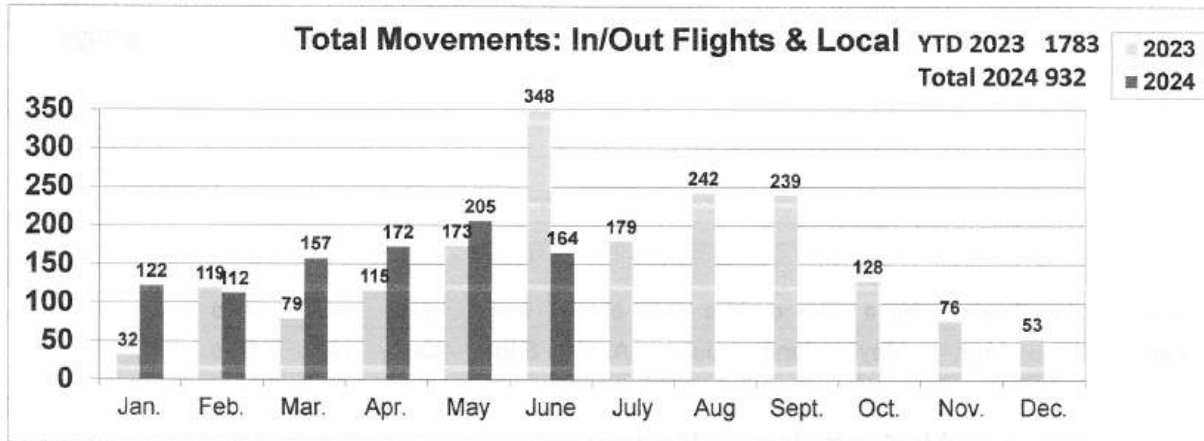
Kerns	358	\$3,508	\$3,000.00
Total Contributions		\$165,435	\$108,763

As of June 11, 2024

EARLTON-TIMISKAMING REGIONAL AIRPORT JUNE 2024

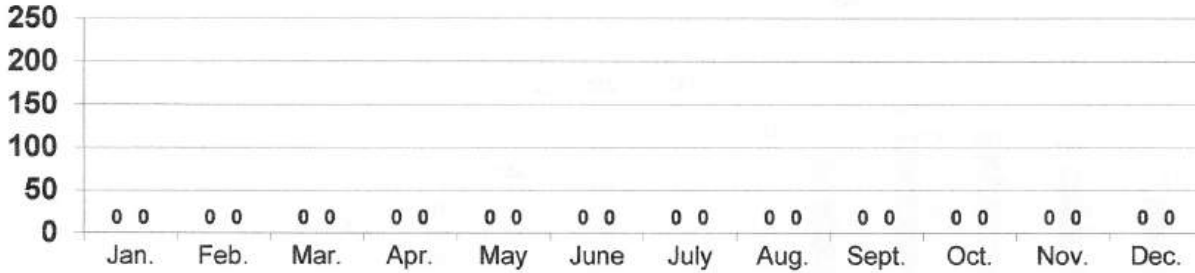
<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$31,663	\$68,154
Operations	\$12,059	\$212,370
	\$43,722	\$280,524
 <u>EXPENSES</u>		
Fuel	\$19,210	\$44,770
Operations	\$40,009	\$138,389
	\$59,219	\$183,159
 <u>NET PROFIT/LOSS</u>		
Fuel	\$12,453	\$23,384
Operations	-\$27,950	\$73,981
Capital Expenses		
	-\$15,497	\$97,365
 <u>FUEL INVENTORY - JET A1</u>	\$ 22,828	
<u>FUEL INVENTORY - AVGAS</u>	\$ 23,201	
<u>FUEL INVENTORY - DIESEL</u>	\$ 4,551	

ANNUAL AIRCRAFT MOVEMENTS



Air Carriers Movements

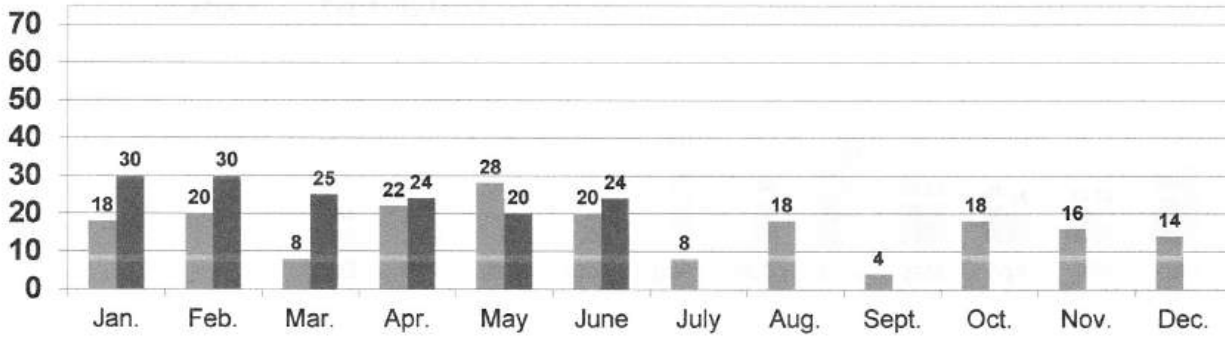
2023
2024



Air Ambulance Movements

YTD 2023 194
Total 2024 153

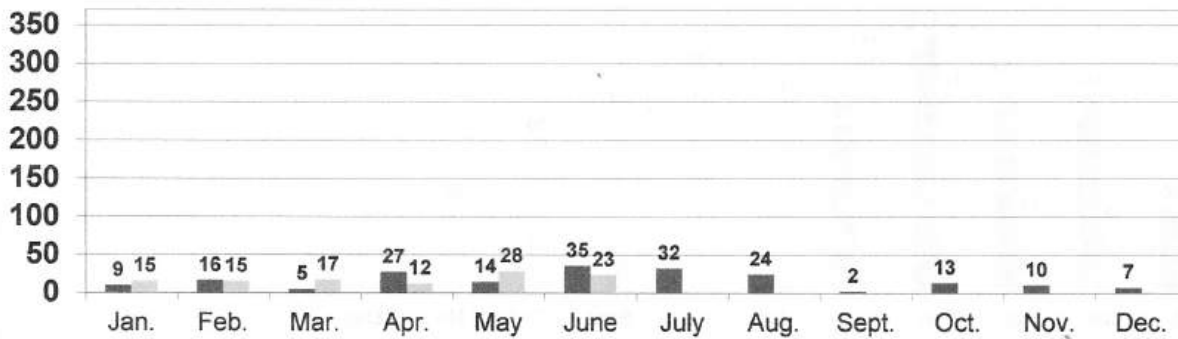
2023
2024



Pgrs. via Air Charter

YTD 2023 194
Total 2024 110

2023
2024



Community Contribution Summary
2024 Sharing Contribution
Per Capita Contribution - \$9.80

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1199	\$11,750	\$11,750.00
Casey	341	\$3,342	\$3,342.00
Chamberlain	311	\$3,048	\$3,048.00
Charlton and Dack	686	\$6,723	\$6,723.00
Coleman	517	\$5,067	\$2,533.50
Englehart	1442	\$14,132	\$14,132.00
Evanturel	502	\$4,920	\$2,460.00
Harley	524	\$5,135	\$5,135.00
Harris	530	\$5,194	\$5,194.00
Hilliard	215	\$2,107	\$1,053.50
Hudson	530	\$5,194	\$5,194.00
Temiskaming Shores	9634	\$94,413	\$47,206.50
Thornloe	92	\$902	\$451.00
Total Contributions	16523	\$161,927	\$108,222.50

Donation

Kerns	358	\$3,508	\$3,000.00
Total Contributions		\$165,435	\$111,223

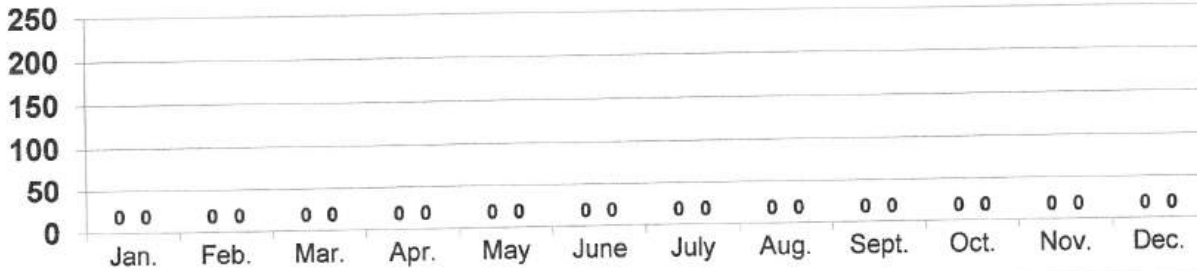
As of July 9, 2024

EARLTON-TIMISKAMING REGIONAL AIRPORT JULY 2024

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$41,207	\$109,361
Operations	\$18,423	\$230,793
	\$59,630	\$340,154
 <u>EXPENSES</u>		
Fuel	\$9,461	\$54,231
Operations	\$25,243	\$163,752
	\$34,704	\$217,983
 <u>NET PROFIT/LOSS</u>		
Fuel	\$31,746	\$55,130
Operations	-\$6,820	\$67,041
Capital Expenses		
	\$24,926	\$122,171
 <u>FUEL INVENTORY - JET A1</u>	\$ 29,886	
<u>FUEL INVENTORY - AVGAS</u>	\$ 14,982	
<u>FUEL INVENTORY - DIESEL</u>	\$ 4,222	

Air Carriers Movements

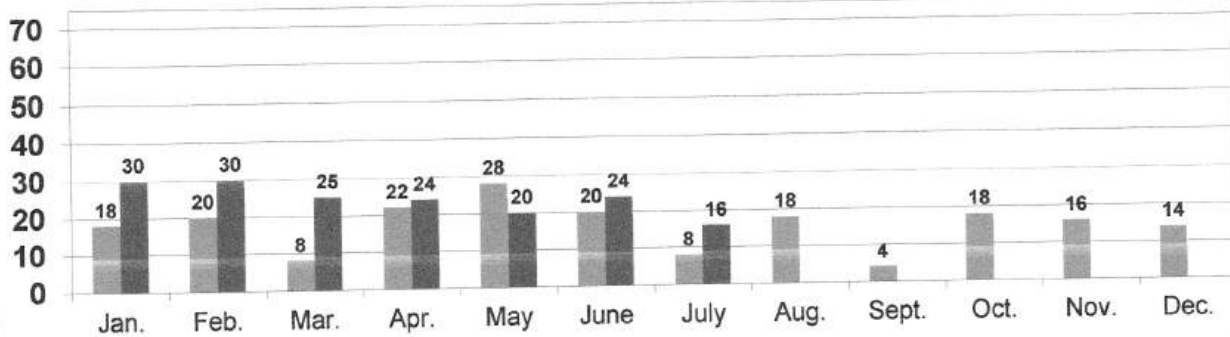
2023
2024



Air Ambulance Movements

YTD 2023 194
Total 2024 169

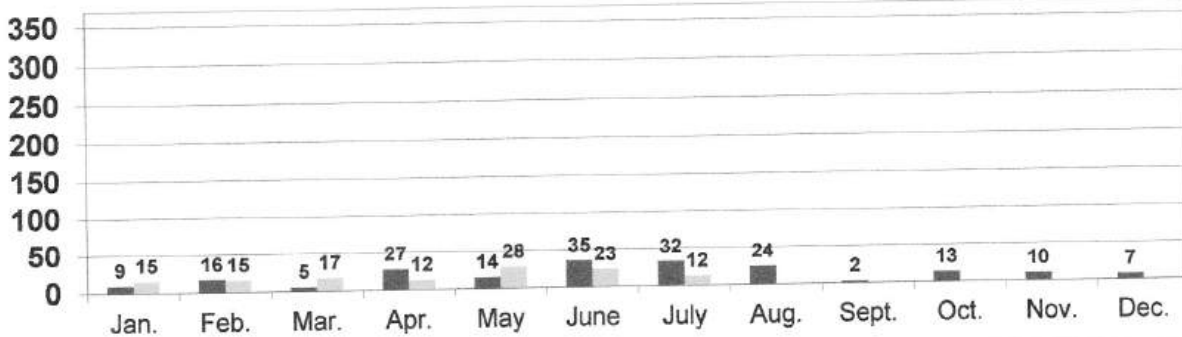
2023
2024



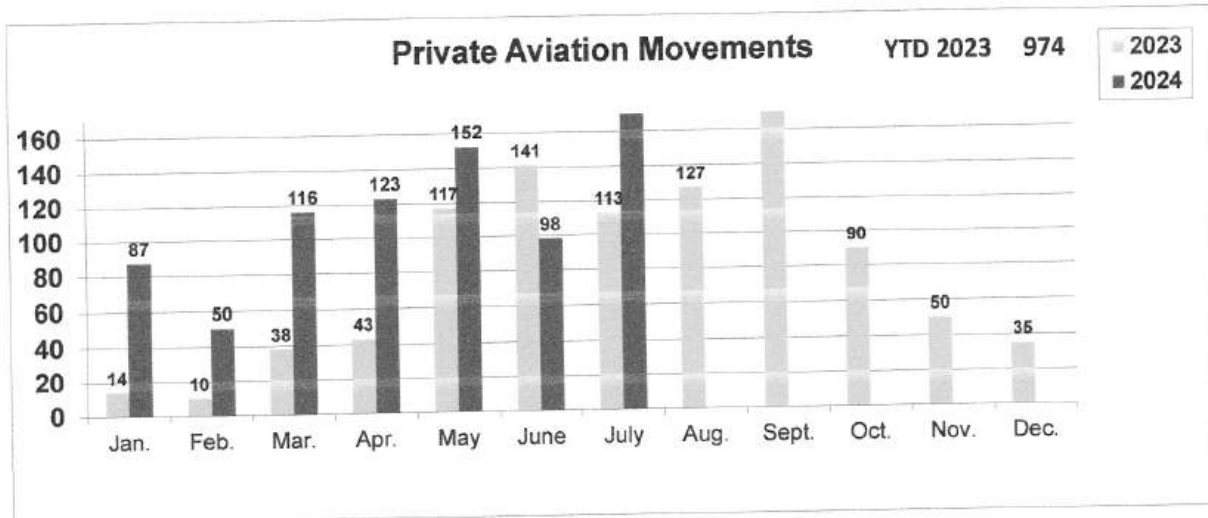
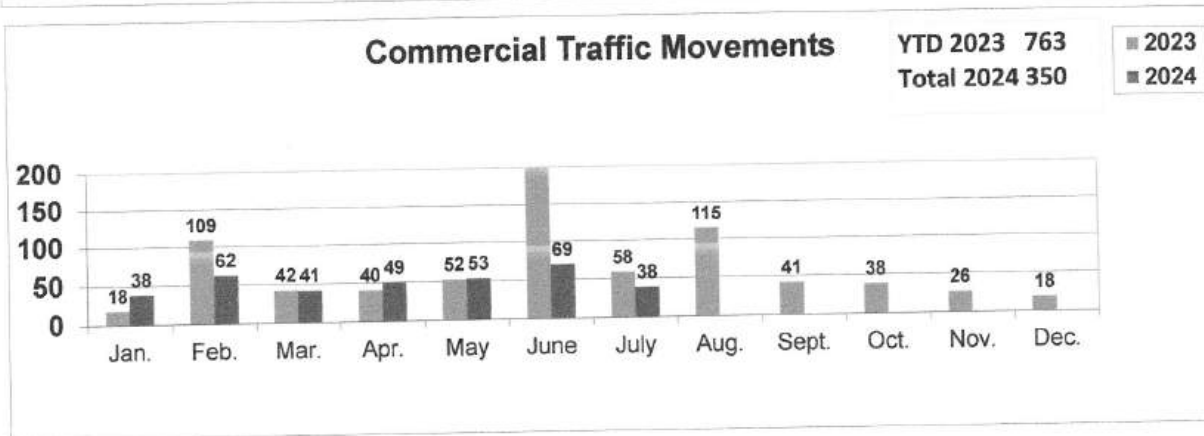
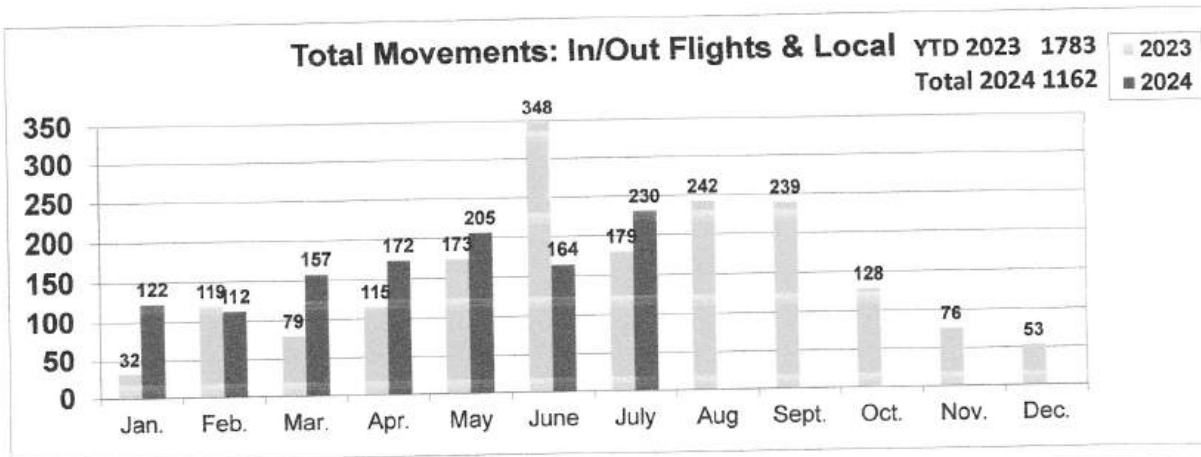
Pgrs. via Air Charter

YTD 2023 194
Total 2024 122

2023
2024



ANNUAL AIRCRAFT MOVEMENTS



Community Contribution Summary
2024 Sharing Contribution
Per Capita Contribution - \$9.80

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1199	\$11,750	\$11,750.00
Casey	341	\$3,342	\$3,342.00
Chamberlain	311	\$3,048	\$3,048.00
Charlton and Dack	686	\$6,723	\$6,723.00
Coleman	517	\$5,067	\$2,533.50
Englehart	1442	\$14,132	\$14,132.00
Evanturel	502	\$4,920	\$2,460.00
Harley	524	\$5,135	\$5,135.00
Harris	530	\$5,194	\$5,194.00
Hilliard	215	\$2,107	\$1,053.50
Hudson	530	\$5,194	\$5,194.00
Temiskaming Shores	9634	\$94,413	\$47,206.50
Thornloe	92	\$902	\$451.00
Total Contributions	16523	\$161,927	\$108,222.50

Donation

Kerns	358	\$3,508	\$3,000.00
Total Contributions		\$165,435	\$111,223

As of August 8, 2024

EARLTON-TIMISKAMING REGIONAL AIRPORT AUGUST 2024

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$26,944	\$136,305
Operations	\$5,814	\$236,607
	\$32,758	\$372,912
 <u>EXPENSES</u>		
Fuel	\$20,436	\$74,666
Operations	\$21,181	\$184,934
	\$41,617	\$259,600
 <u>NET PROFIT/LOSS</u>		
Fuel	\$6,508	\$61,639
Operations	-\$15,367	\$51,673
Capital Expenses		
	-\$8,859	\$113,312
 <u>FUEL INVENTORY - JET A1</u>	\$	17,513
<u>FUEL INVENTORY - AVGAS</u>	\$	6,251
<u>FUEL INVENTORY - DIESEL</u>	\$	3,887

Earlton-Timiskaming Regional Airport Authority

Profit & Loss Budget vs. Actual

August 2024

	Aug 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4330 · Airport General Improvement Fee	375.00	100.00	275.00	375.0%
4435 · T-Hangar Rental	1,291.32	12,500.00	-11,208.68	10.3%
4365 · Aircraft Fuel Sales	26,944.47	30,000.00	-3,055.53	89.8%
4380 · Airplane Parking Fees	450.00	200.00	250.00	225.0%
4440 · Interest	7.98	0.00	7.98	100.0%
4340 · Landing Fees	3,581.34	5,000.00	-1,418.66	71.6%
4465 · Other	107.78	350.00	-242.22	30.8%
Total Income	32,757.89	48,150.00	-15,392.11	68.0%
Gross Profit	32,757.89	48,150.00	-15,392.11	68.0%
Expense				
66000 · Payroll Expenses	13,185.10	12,900.00	285.10	102.2%
5030 · Property Taxes	0.00	6,700.00	-6,700.00	0.0%
5012 · Aircraft Fuel Purchases	20,435.76	20,000.00	435.76	102.2%
5100 · Bank Charges				
5104 · Global - Credit Card Fees	1,061.87	0.00	1,061.87	100.0%
5102 · Chase - Cardlock Fees	330.56	0.00	330.56	100.0%
5100 · Bank Charges - Other	6.00	1,000.00	-994.00	0.6%
Total 5100 · Bank Charges	1,398.43	1,000.00	398.43	139.8%
5007 · Bookeeping Services	537.50	700.00	-162.50	76.8%
5008 · Employee Benefits	769.40	675.00	94.40	114.0%
5002 · Equipment Labour	0.00	200.00	-200.00	0.0%
5045 · Equipment Parts	182.61	500.00	-317.39	36.5%
5130 · Electricity	818.93	1,000.00	-181.07	81.9%
5058 · Garbage	0.00	130.00	-130.00	0.0%
5220 · Gasoline	93.11	200.00	-106.89	46.6%
5125 · Insurance	0.00	4,000.00	-4,000.00	0.0%
5240 · Lubes, etc.	255.28	100.00	155.28	255.3%
5300 · Office - Internet & Web	203.61	200.00	3.61	101.8%
5052 · Office Supplies	7.96	100.00	-92.04	8.0%
5310 · Postage & Freight	0.00	50.00	-50.00	0.0%
5004 · Surface Structure-Labour	3,381.00	3,000.00	381.00	112.7%
5260 · Surface Structures-Materials	87.04	0.00	87.04	100.0%
5071 · Shop Supplies	148.67	100.00	48.67	148.7%
5120 · Telephone	112.15	110.00	2.15	102.0%
Total Expense	41,616.55	51,665.00	-10,048.45	80.6%
Net Ordinary Income	-8,858.66	-3,515.00	-5,343.66	252.0%
Net Income	-8,858.66	-3,515.00	-5,343.66	252.0%

Earlton-Timiskaming Regional Airport Authority

Profit & Loss Budget vs. Actual

09/09/24

Accrual Basis

March through August 2024

	Mar - Aug 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4330 · Airport General Improvement Fee	840.00	500.00	340.00	168.0%
4435 · T-Hangar Rental	20,588.68	30,500.00	-9,911.32	67.5%
4365 · Aircraft Fuel Sales	136,305.22	147,000.00	-10,694.78	92.7%
4500 · Airfield Maint. Charge	95.00	100.00	-5.00	95.0%
4380 · Airplane Parking Fees	1,284.00	800.00	484.00	160.5%
4355 · Call out fees	150.00	0.00	150.00	100.0%
4480 · Cost Rec. Ground Maint.(Nav.etc	5,927.00	0.00	5,927.00	100.0%
4510 · Cost Rec. (Hydro)	10,309.37	7,000.00	3,309.37	147.3%
4460 · Dividend-CP	217.25	250.00	-32.75	86.9%
4440 · Interest	16.13	0.00	16.13	100.0%
4340 · Landing Fees	26,591.46	25,000.00	1,591.46	106.4%
4430 · Land Rental (Lease)	4,950.00	4,950.00	0.00	100.0%
4395 · Municipal Contributions	161,927.00	160,000.00	1,927.00	101.2%
4465 · Other	3,710.85	850.00	2,860.85	436.6%
Total Income	372,911.96	376,950.00	-4,038.04	98.9%
Gross Profit	372,911.96	376,950.00	-4,038.04	98.9%
Expense				
5020 · Airport Operations	12,797.78	12,800.00	-2.22	100.0%
66000 · Payroll Expenses	62,631.73	77,430.00	-14,798.27	80.9%
5030 · Property Taxes	19,891.05	13,200.00	6,691.05	150.7%
5010 · Advertising & Donations	9.95	3,000.00	-2,990.05	0.3%
5012 · Aircraft Fuel Purchases	74,666.26	100,000.00	-25,333.74	74.7%
5135 · Bad Debts	14.63	0.00	14.63	100.0%
5100 · Bank Charges				
5104 · Global - Credit Card Fees	4,141.43	0.00	4,141.43	100.0%
5102 · Chase - Cardlock Fees	2,010.13	0.00	2,010.13	100.0%
5100 · Bank Charges - Other	48.50	4,500.00	-4,451.50	1.1%
Total 5100 · Bank Charges	6,200.06	4,500.00	1,700.06	137.8%
5007 · Bookkeeping Services	3,212.50	4,150.00	-937.50	77.4%
5008 · Employee Benefits	4,364.92	3,700.00	664.92	118.0%
5002 · Equipment Labour	0.00	350.00	-350.00	0.0%
5045 · Equipment Parts	2,477.79	1,800.00	677.79	137.7%
5280 · Diesel	2,840.91	3,000.00	-159.09	94.7%
5130 · Electricity	9,612.38	11,400.00	-1,787.62	84.3%
5210 · Furnace Oil/Propane	4,153.79	3,000.00	1,153.79	138.5%
5058 · Garbage	392.31	260.00	132.31	150.9%
5220 · Gasoline	909.54	1,200.00	-290.46	75.8%
5125 · Insurance	9,591.48	9,000.00	591.48	106.6%
5060 · Legal & Accounting	0.00	2,000.00	-2,000.00	0.0%
5040 · Licence/Membership/Subscription	52.50	450.00	-397.50	11.7%
5240 · Lubes, etc.	484.64	700.00	-215.36	69.2%
5300 · Office - Internet & Web	1,984.65	4,700.00	-2,715.35	42.2%
5052 · Office Supplies	857.81	850.00	7.81	100.9%
5050 · Other - expense	4,265.36	600.00	3,665.36	710.9%
5310 · Postage & Freight	863.56	250.00	613.56	345.4%
5230 · Small Tools	0.00	100.00	-100.00	0.0%
5004 · Surface Structure-Labour	26,960.75	40,000.00	-13,039.25	67.4%
5260 · Surface Structures-Materials	8,146.09	0.00	8,146.09	100.0%
5071 · Shop Supplies	747.88	600.00	147.88	124.6%
5120 · Telephone	669.52	660.00	9.52	101.4%
5325 · Training	800.00	0.00	800.00	100.0%
Total Expense	259,599.84	299,700.00	-40,100.16	86.6%
Net Ordinary Income	113,312.12	77,250.00	36,062.12	146.7%
Net Income	113,312.12	77,250.00	36,062.12	146.7%

Earlton-Timiskaming Regional Airport Authority Reconciliation Detail 1010 - Chequing, Period Ending 08/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						267,698.50
Cleared Transactions						
Cheques and Payments - 26 items						
Pay Cheque	08/01/2024	5383	James O Smith	X	-1,927.04	-1,927.04
Bill Pmt -Cheque	08/01/2024	Debit	Global Payments	X	-1,776.30	-3,703.34
Pay Cheque	08/01/2024	5384	Donald Antler	X	-711.57	-4,414.91
Bill Pmt -Cheque	08/02/2024	Debit	Chase Paymentech	X	-390.97	-4,805.88
Bill Pmt -Cheque	08/08/2024	5389	Graham Energy	X	-10,690.86	-15,496.74
Bill Pmt -Cheque	08/08/2024	5394	Corporation of the T...	X	-6,884.57	-22,381.31
Bill Pmt -Cheque	08/08/2024	5395	VISA CARD	X	-1,106.52	-23,487.83
Bill Pmt -Cheque	08/08/2024	5391	Max Runnalls	X	-1,101.75	-24,589.58
Bill Pmt -Cheque	08/08/2024	5385	Airport Management...	X	-904.00	-25,493.58
Bill Pmt -Cheque	08/08/2024	5392	Sheila Randell	X	-650.00	-26,143.58
Bill Pmt -Cheque	08/08/2024	5387	Cameron Graphics	X	-595.00	-26,738.58
Bill Pmt -Cheque	08/08/2024	5388	Earlton Country Store	X	-281.49	-27,020.07
Bill Pmt -Cheque	08/08/2024	5386	Corporation of the T...	X	-130.77	-27,150.84
Bill Pmt -Cheque	08/08/2024	5390	Parolink.net	X	-90.29	-27,241.13
Bill Pmt -Cheque	08/08/2024	5396	Tri-Town Automotiv...	X	-33.95	-27,275.08
Liability Cheque	08/13/2024	5399	Receiver General	X	-2,647.15	-29,922.23
Liability Cheque	08/13/2024	5400	OMERS	X	-929.28	-30,851.51
Bill Pmt -Cheque	08/13/2024	Debit	NorthernTel	X	-114.45	-30,965.96
Bill Pmt -Cheque	08/14/2024	Debit	Ontera	X	-10.78	-30,976.74
Pay Cheque	08/15/2024	5397	James O Smith	X	-1,927.04	-32,903.78
Pay Cheque	08/15/2024	5398	Donald Antler	X	-841.32	-33,745.10
Liability Cheque	08/15/2024		Gallagher Benefit S...	X	-838.78	-34,583.88
Bill Pmt -Cheque	08/20/2024	Debit	Hydro One	X	-979.49	-35,563.37
Pay Cheque	08/29/2024	5403	James O Smith	X	-1,927.04	-37,490.41
Pay Cheque	08/29/2024	5402	Donald Antler	X	-478.91	-37,969.32
Cheque	08/31/2024			X	-6.00	-37,975.32
Total Cheques and Payments					-37,975.32	-37,975.32
Deposits and Credits - 40 items						
Deposit	08/05/2024			X	113.43	113.43
Deposit	08/05/2024			X	342.56	455.99
Deposit	08/06/2024			X	714.69	1,170.68
Deposit	08/07/2024			X	112.63	1,283.31
Deposit	08/08/2024			X	1,173.99	2,457.30
Deposit	08/08/2024			X	1,582.00	4,039.30
Deposit	08/09/2024			X	72.78	4,112.08
Deposit	08/09/2024			X	1,012.01	5,124.09
Deposit	08/09/2024			X	2,513.07	7,637.16
Deposit	08/12/2024			X	1,106.89	8,744.05
Deposit	08/12/2024			X	2,547.57	11,291.62
Deposit	08/13/2024			X	5,840.86	17,132.48
Deposit	08/14/2024			X	910.90	18,043.38
Deposit	08/15/2024			X	474.60	18,517.98
Deposit	08/15/2024			X	826.27	19,344.25
Deposit	08/15/2024			X	2,000.00	21,344.25
Deposit	08/15/2024			X	5,669.72	27,013.97
Deposit	08/16/2024			X	39.55	27,053.52
Deposit	08/16/2024			X	279.26	27,332.78
Deposit	08/19/2024			X	272.55	27,605.33
Deposit	08/19/2024			X	569.56	28,174.89
Deposit	08/21/2024			X	139.40	28,314.29
Deposit	08/22/2024			X	999.08	29,313.37
Deposit	08/22/2024			X	1,000.00	30,313.37
Deposit	08/22/2024			X	5,956.61	36,269.98
Deposit	08/23/2024			X	243.19	36,513.17
Deposit	08/23/2024			X	516.64	37,029.81
Deposit	08/23/2024			X	3,547.40	40,577.21
Deposit	08/26/2024			X	512.08	41,089.29
Deposit	08/26/2024			X	613.78	41,703.07
Deposit	08/27/2024			X	39.55	41,742.62
Deposit	08/27/2024			X	64.01	41,806.63
Deposit	08/27/2024			X	483.79	42,290.42
Deposit	08/27/2024			X	508.50	42,798.92
Deposit	08/28/2024			X	204.59	43,003.51

Earlton-Timiskaming Regional Airport Authority

Reconciliation Detail

1010 - Chequing, Period Ending 08/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	08/29/2024			X	384.97	43,388.48
Deposit	08/30/2024			X	39.55	43,428.03
Deposit	08/30/2024			X	395.50	43,823.53
Deposit	08/30/2024			X	1,400.00	45,223.53
Deposit	08/30/2024			X	1,511.07	46,734.60
Total Deposits and Credits					46,734.60	46,734.60
Total Cleared Transactions					8,759.28	8,759.28
Cleared Balance					8,759.28	276,457.78
Uncleared Transactions						
Cheques and Payments - 1 item						
Bill Pmt -Cheque	08/08/2024	5393	Temiskaming Torch		-433.81	-433.81
Total Cheques and Payments					-433.81	-433.81
Total Uncleared Transactions					-433.81	-433.81
Register Balance as of 08/31/2024					8,325.47	276,023.97
Ending Balance					8,325.47	276,023.97

Earlton-Timiskaming Regional Airport Authority

A/R Aging Summary

As of September 9, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Air Bravo Corp.	1,186.50	30.00	0.00	0.00	0.00	1,216.50
Air Sprint	224.19	0.00	0.00	0.00	0.00	224.19
Chartright Air Inc.	286.84	0.00	0.00	0.00	0.00	286.84
Contour Helicopters Ltd.	1.29	0.00	1.07	1.52	92.66	96.54
Echo Helicopters Inc.	0.55	0.00	0.60	39.55	0.00	40.70
Expedition Helicopters Inc.	1.66	0.00	1.80	118.65	0.00	122.11
Geotech Ltd.	0.00	39.55	0.00	0.00	0.00	39.55
Latitude Air Ambulance	13.33	0.00	791.00	0.00	0.00	804.33
Mike Gougeon	0.00	0.00	0.00	0.00	1,017.00	1,017.00
Northern Skys Aircraft Svcs.	0.00	0.00	0.00	0.00	2,940.91	2,940.91
ORNGE	1,186.50	0.00	0.00	0.00	0.00	1,186.50
Receiver General (HST) - Receivable	0.00	0.00	0.00	0.00	150,932.98	150,932.98
Temiskaming Shores	0.00	0.00	0.00	0.00	47,206.50	47,206.50
Thunder Airlines Limited	791.00	791.00	0.00	0.00	0.00	1,582.00
Township of Coleman	0.00	0.00	0.00	0.00	2,533.50	2,533.50
Township of Evanturel	0.00	0.00	0.00	0.00	2,460.00	2,460.00
Township of Hilliard	0.00	0.00	0.00	0.00	1,053.50	1,053.50
TransCanada Pipelines	0.00	39.55	0.00	0.00	0.00	39.55
True North Airways Inc.	185.64	0.00	0.00	0.00	0.00	185.64
Village of Thornloe	0.00	0.00	0.00	0.00	451.00	451.00
Wal-Mart Canada Corp.	0.00	0.00	3.91	256.82	0.00	260.73
Workers Auto Service	0.55	39.55	0.60	39.55	0.00	80.25
Wyatt Jeffery	0.00	67.62	0.00	0.00	0.00	67.62
TOTAL	3,878.05	1,007.27	798.98	456.09	208,688.05	214,828.44

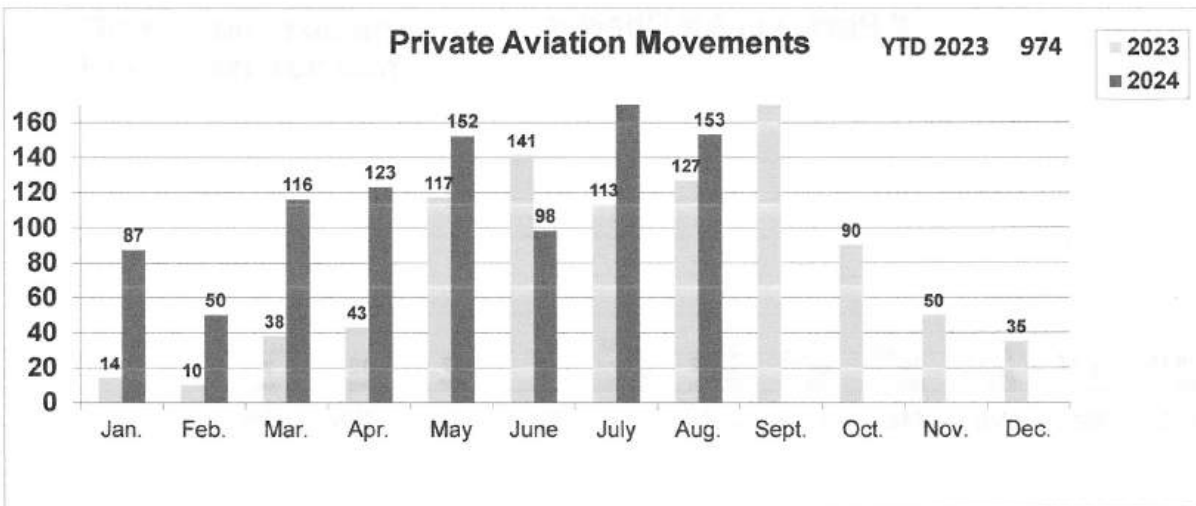
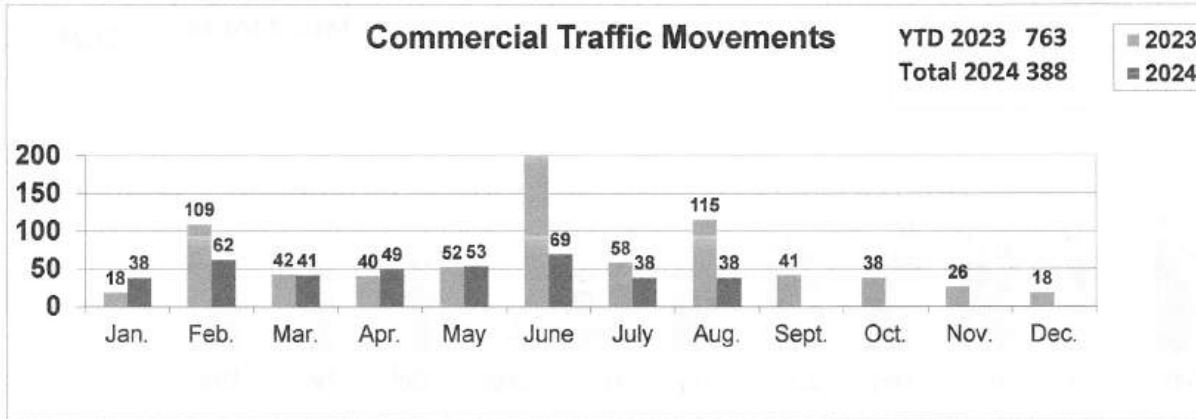
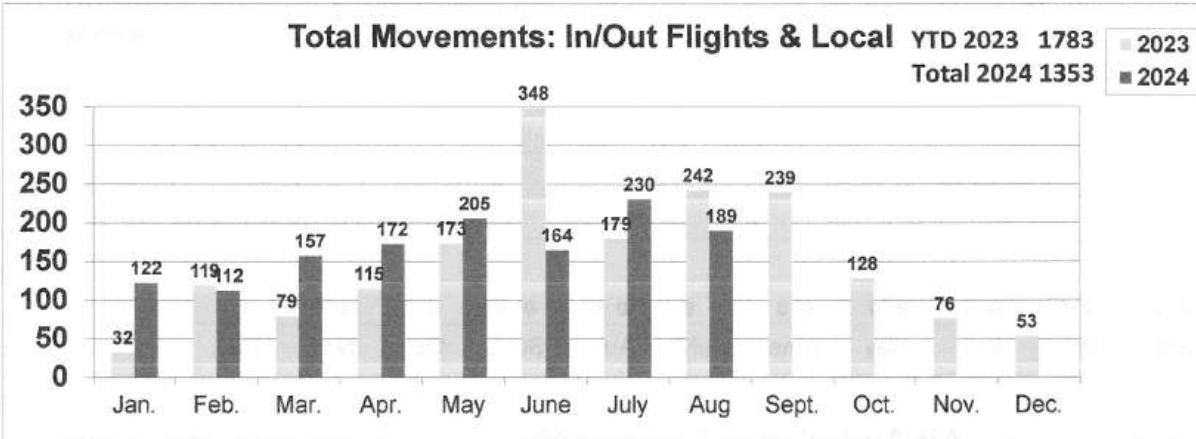
Earlton-Timiskaming Regional Airport
Receivables Collected in the month of August 2024

Name	Ck/EFT	Amount
Ornge	EFT	1,582.00
Wilderness Helicopters	Ck	79.10
Thunder Airlines	Ck	395.50
Air Bravo	EFT	5,669.72
Air Creebec	EFT	516.64
Koch Farms	Ck	404.69
ProspectAir	Ck	79.10
Helicopters Canada	Ck	39.55
MNR	EFT	39.55
SkyCare	EFT	395.50
	CASH/DEBIT	4,981.28
	VISA	2,513.07
	M/C	13,356.88
	CARDLOCK	13,118.10
		\$ 43,170.68

Earlton-Timiskaming Regional Airport
Expenses for the month of August 2024

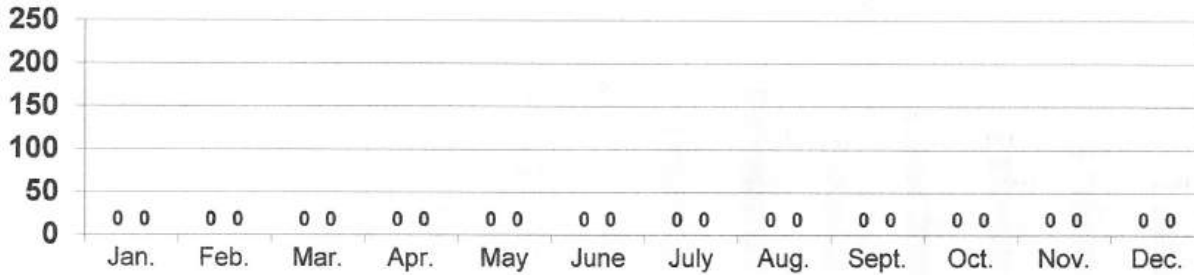
Date	CK#	Payable to:	Amount
10-Aug-24	5397	James Smith (payroll)	\$ 1,927.04
10-Aug-24	5398	Don Antler (payroll)	\$ 841.32
1-Aug-24	5399	Rec. Gen. (payroll remit)	\$ 2,647.15
1-Aug-24	5400	OMERS	\$ 929.28
	5401	Void	
29-Aug-24	5402	Don Antler (payroll)	\$ 478.91
29-Aug-24	5403	James Smith (payroll)	\$ 1,927.04
31-Aug-24	5406	Rec. Gen. (payroll remit)	\$ 3,832.34
31-Aug-24	5407	OMERS	\$ 1,393.92
15-Aug-24	5408	Jean Caron Electric	\$ 396.63
15-Aug-24	5409	Earlton Country Store	\$ 119.03
1-Aug-24	5410	Graham Energy	\$ 23,092.41
6-Aug-24	5411	Green Tractors	\$ 206.35
26-Aug-24	5412	Parolink	\$ 90.28
31-Aug-24	5413	Sheila Randell	\$ 537.50
1-Aug-24	5414	Surveyors on Site	\$ 3,423.90
26-Aug-24	5415	Tri Town Automotive	\$ 342.21
31-Aug-24	5416	VISA	\$ 332.80
		NorthernTel	\$ 114.45
		Ontera	\$ 12.28
		Hydro	\$ 925.39
			\$ 43,570.23

ANNUAL AIRCRAFT MOVEMENTS



Air Carriers Movements

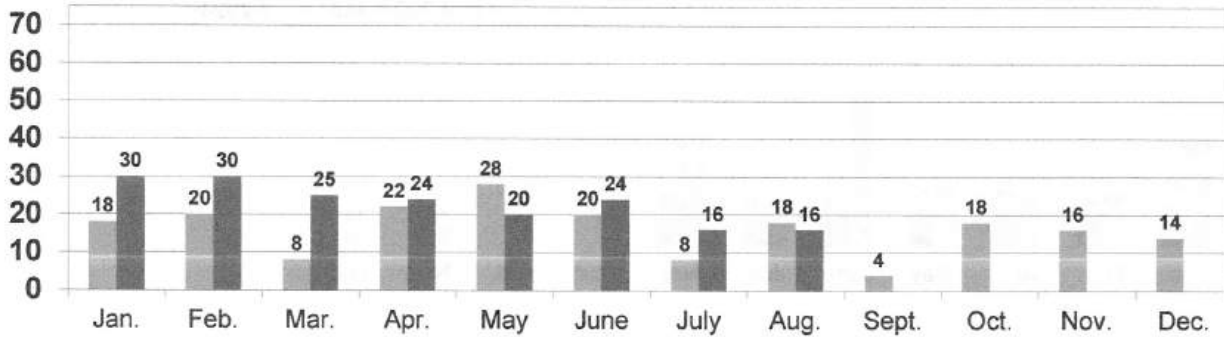
■ 2023
■ 2024



Air Ambulance Movements

YTD 2023 194
Total 2024 185

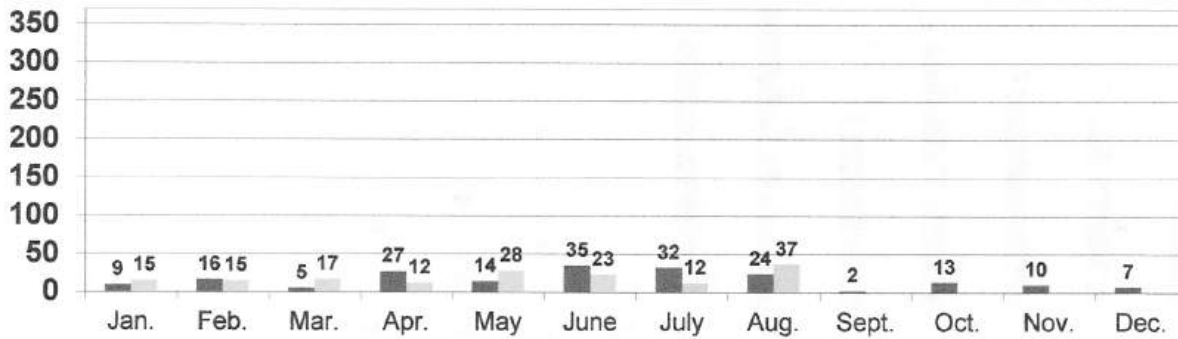
■ 2023
■ 2024



Pgrs. via Air Charter

YTD 2023 194
Total 2024 159

■ 2023
■ 2024



Community Contribution Summary
2024 Sharing Contribution
Per Capita Contribution - \$9.80

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1199	\$11,750	\$11,750.00
Casey	341	\$3,342	\$3,342.00
Chamberlain	311	\$3,048	\$3,048.00
Charlton and Dack	686	\$6,723	\$6,723.00
Coleman	517	\$5,067	\$2,533.50
Englehart	1442	\$14,132	\$14,132.00
Evanturel	502	\$4,920	\$2,460.00
Harley	524	\$5,135	\$5,135.00
Harris	530	\$5,194	\$5,194.00
Hilliard	215	\$2,107	\$1,053.50
Hudson	530	\$5,194	\$5,194.00
Temiskaming Shores	9634	\$94,413	\$47,206.50
Thornloe	92	\$902	\$451.00
Total Contributions	16523	\$161,927	\$108,222.50

Donation

Kerns	358	\$3,508	\$3,000.00
Total Contributions		\$165,435	\$111,223

As of September 3, 2024

September 20, 2024

BY E-MAIL

Hon. Andrea Khanjin, Minister of the Environment, Conservation and Parks
5th Floor
777 Bay St.
Toronto, ON M7A 2J3

Dear Minister Khanjin:

Ontario Deposit Return Program

I hope this letter finds you well. I am writing to formally address the recent discussions surrounding the Ontario Deposit Return Program, particularly regarding our community residents asking us about the recycling of nonalcoholic beverage plastics.

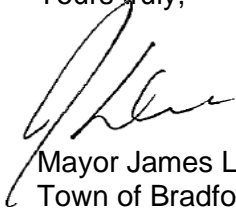
Whereas the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers, resulting in the removal of over 204,000 tonnes of greenhouse gas emissions, we recognize the potential for similar success with nonalcoholic beverages.

The Ministry of the Environment, Conservation and Parks highlighted in their June 2023 letter that they are considering the adoption of a deposit-and-return system for nonalcoholic beverages. This initiative presents a unique opportunity to further promote recycling, reduce litter, and encourage sustainable practices among consumers.

Therefore, I am proud to announce that our Council endorses the expansion of the Ontario Deposit Return Program to include nonalcoholic beverage containers. We believe that this expansion will not only enhance environmental stewardship but also foster a culture of sustainability within our community.

We encourage all stakeholders to support this initiative and work collaboratively towards its implementation. Together, we can make a significant impact on our environment and set a positive example for future generations.

Yours truly,



Mayor James Leduc
Town of Bradford West Gwillimbury

CC:

Hon. Peter Bethlenfalvy, Minister of Finance
Hon. Caroline Mulroney, Member of Provincial Parliament for York-Simcoe
MPP Sandy Shaw, Opposition Environment, Conservation and Parks Critic
Ontario's Municipal Councils and Conservation Authorities

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6140
Fax: 705 330-4191

Tél. : 705 329-6140
Télec.: 705 330-4191

File Reference:

612-20

October 4, 2024

Dear Mayor/Reeve/CAO/Treasurer,

Please find attached the OPP municipal policing 2025 Annual Billing Statement package.

This year's billing package includes a statement for the 2023 year-end reconciliation. The final cost adjustment calculated as a result of the 2023 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2025 calendar year.

The final reconciliation of the 2025 annual costs will be included in the 2027 Annual Billing Statement.

For more detailed information on the 2025 Annual Billing Statement package please refer to the resource material available on the internet, www.opp.ca/billingmodel. Further, the Municipal Policing Bureau will be hosting a webinar information session in October/November. An e-mail invitation will be forwarded to the municipality advising of the session date.

If you have questions about the Annual Billing Statement please e-mail OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,

A handwritten signature in black ink, appearing to read "Steve Ridout". The signature is stylized and cursive.

Steve Ridout
Superintendent
Commander,
Municipal Policing Bureau

OPP 2025 Annual Billing Statement

Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	4,906		
	Commercial and Industrial	422		
	Total Properties	<u>5,328</u>	189.44	1,009,313
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	0.6769%	266.14	1,417,979
Overtime	(see notes)		22.56	120,214
Court Security	(see summary)		32.37	172,460
Prisoner Transportation	(per property cost)		1.67	8,898
Accommodation/Cleaning Services	(per property cost)		5.70	30,370
Total 2025 Estimated Cost			<u>517.87</u>	<u>2,759,234</u>
2023 Year-End Adjustment	(see summary)			(54,398)
Grand Total Billing for 2025				<u><u>2,704,836</u></u>
2025 Monthly Billing Amount				225,403

OPP 2025 Annual Billing Statement

Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2025

Notes to Annual Billing Statement

- 1) Municipal Base Services and Calls for Service Costs - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2025 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.7 % Base Services and 49.3 % Calls for Service. The total 2025 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) Base Services - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$189.44 estimated for 2025. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) Calls for Service - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) Overtime - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2020, 2021, 2022, and 2023 has been analyzed and averaged to estimate the 2025 costs. The costs incorporate the estimated 2025 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2025 hours and salary rates and included in the 2027 Annual Billing Statement.
- 5) Court Security and Prisoner Transportation (CSPT) - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2025 costs have been estimated based on the 2023 activity levels. These costs will be reconciled to the actual cost of service required in 2025.

There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) Year-end Adjustment - The 2023 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Salaries and Benefits	Positions	Base		Total Base Services and Calls for Service	Base Services	Calls for Service	
		FTE	%				\$/FTE
Uniform Members	Note 1						
Inspector		26.56	100.0	187,318	4,975,177	4,975,177	-
Staff Sergeant-Detachment Commander		8.60	100.0	156,717	1,347,770	1,347,770	-
Staff Sergeant		38.53	100.0	168,657	6,498,335	6,498,335	-
Sergeant		226.23	50.7	143,480	32,459,478	16,460,024	15,999,454
Constable		1,618.15	50.7	120,835	195,529,705	99,147,813	96,381,892
Part-Time Constable		11.97	50.7	91,572	1,096,112	555,839	540,272
Total Uniform Salaries		1,930.04			241,906,577	128,984,959	112,921,618
Statutory Holiday Payout				6,207	11,906,411	6,262,929	5,643,483
Shift Premiums				1,129	2,095,821	1,062,740	1,033,081
Uniform Benefits - Inspector				29.47%	1,466,114	1,466,114	-
Uniform Benefits - Full-Time Salaries				36.38%	85,791,541	44,909,750	40,881,790
Uniform Benefits - Part-Time Salaries				18.75%	205,571	104,245	101,326
Total Uniform Salaries & Benefits					343,372,035	182,790,737	160,581,298
Detachment Civilian Members	Note 1						
Detachment Administrative Clerk		164.29	50.7	75,342	12,377,949	6,276,748	6,101,201
Detachment Operations Clerk		3.41	50.7	69,798	238,011	120,750	117,260
Detachment Clerk - Typist		1.74	50.7	62,349	108,488	54,867	53,620
Court Officer - Administration		28.73	50.7	92,124	2,646,719	1,342,245	1,304,474
Crimestoppers Co-ordinator		0.89	50.7	73,240	65,184	32,958	32,226
Cadet		1.62	50.7	51,219	82,974	41,999	40,975
Total Detachment Civilian Salaries		200.68			15,519,324	7,869,568	7,649,757
Civilian Benefits - Full-Time Salaries				36.13%	5,606,608	2,843,009	2,763,599
Total Detachment Civilian Salaries & Benefits					21,125,933	10,712,577	10,413,355
Support Costs - Salaries and Benefits	Note 2						
Communication Operators				6,682	12,896,527	6,782,230	6,114,297
Prisoner Guards				2,061	3,977,812	2,091,915	1,885,897
Operational Support				7,119	13,739,955	7,225,785	6,514,170
RHQ Municipal Support				3,208	6,191,568	3,256,120	2,935,448
Telephone Support				157	303,016	159,355	143,661
Office Automation Support				938	1,810,378	952,070	858,308
Mobile and Portable Radio Support				357	693,298	364,522	328,776
Total Support Staff Salaries and Benefits Costs					39,612,554	20,831,997	18,780,557
Total Salaries & Benefits					404,110,521	214,335,311	189,775,210
Other Direct Operating Expenses	Note 2						
Communication Centre				150	289,506	152,250	137,256
Operational Support				1,112	2,146,204	1,128,680	1,017,524
RHQ Municipal Support				360	694,814	365,400	329,414
Telephone				1,458	2,813,998	1,479,870	1,334,128
Mobile Radio Equipment Repairs & Maintenance				168	326,258	171,540	154,718
Office Automation - Uniform				4,487	8,660,089	4,554,305	4,105,784
Office Automation - Civilian				1,154	231,585	116,485	115,100
Vehicle Usage				10,219	19,723,079	10,372,285	9,350,794
Detachment Supplies & Equipment				1,073	2,070,933	1,089,095	981,838
Uniform & Equipment				2,360	4,583,144	2,409,725	2,173,418
Uniform & Equipment - Court Officer				1,037	29,793	15,109	14,684
Total Other Direct Operating Expenses					41,569,403	21,854,744	19,714,660
Total 2025 Municipal Base Services and Calls for Service Cost					\$ 445,679,925	\$ 236,190,055	\$ 209,489,870
Total OPP-Policed Municipal Properties						1,246,809	
Base Services Cost per Property						\$ 189.44	

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2020 through 2023. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 85.71 FTEs with a cost of \$17,779,996 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.)

The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2024-25). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position.) An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.7% Base Services : 49.3% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.

OPP 2025 Calls for Service Billing Summary

Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2025

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	33	25	23	34	29	5.9	170	0.0093%	19,511
Drugs	8	8	3	11	8	88.1	661	0.0363%	76,004
Operational	965	1,011	1,088	1,202	1,067	3.9	4,159	0.2284%	478,440
Operational 2	302	237	211	280	258	1.7	438	0.0240%	50,353
Other Criminal Code Violations	142	106	121	129	125	7.1	884	0.0485%	101,679
Property Crime Violations	340	363	354	373	358	6.2	2,217	0.1217%	254,959
Statutes & Acts	234	250	210	263	239	3.5	837	0.0460%	96,321
Traffic	126	155	182	135	150	3.8	568	0.0312%	65,347
Violent Criminal Code	130	162	160	195	162	14.8	2,394	0.1314%	275,365
Municipal Totals	2,280	2,317	2,352	2,622	2,393		12,327	0.6769%	\$1,417,979

Provincial Totals (Note 4)

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2,803	2,979	2,483	2,363	2,657	5.9	15,676	0.8608%	1,803,207
Drugs	1,127	1,050	797	920	974	88.1	85,765	4.7092%	9,865,380
Operational	178,171	180,823	176,502	180,423	178,980	3.9	698,021	38.3272%	80,291,662
Operational 2	48,046	48,395	46,304	47,019	47,441	1.7	80,650	4.4283%	9,276,939
Other Criminal Code Violations	12,123	12,103	12,206	12,931	12,341	7.1	87,619	4.8110%	10,078,638
Property Crime Violations	46,799	47,403	48,878	49,446	48,132	6.2	298,415	16.3855%	34,325,987
Statutes & Acts	31,261	32,888	32,697	34,047	32,723	3.5	114,531	6.2887%	13,174,266
Traffic	32,067	34,757	38,776	32,713	34,578	3.8	131,397	7.2148%	15,114,318
Violent Criminal Code	19,343	20,055	21,513	22,640	20,888	14.8	309,139	16.9743%	35,559,474
Provincial Totals	371,740	380,453	380,156	382,502	378,713		1,821,214	100%	\$209,489,870

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for dissolutions and post-2021 municipal police force amalgamations.

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OPP 2025 Calls for Service Details
Temiskaming Shores C
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Grand Total	2,280	2,317	2,352	2,622	2,392.75
Drug Possession	33	25	23	34	28.75
Drug Related Occurrence	17	12	12	21	15.50
Possession - Cocaine	2	1	0	0	0.75
Possession - Methamphetamine (Crystal Meth)	11	8	8	3	7.50
Possession – Opioid (other than heroin)	2	1	1	3	1.75
Possession - Other Controlled Drugs and Substances Act	1	3	1	6	2.75
Possession/Sale/etc. for Production/Trafficking substance	0	0	1	1	0.50
Drugs	8	8	3	11	7.50
Cultivate/Propagate/Harvest cannabis by adult	1	0	0	0	0.25
Distribution of cannabis to youth, by adult	0	0	0	1	0.25
Trafficking - Cocaine	0	2	1	5	2.00
Trafficking - Methamphetamine (Crystal Meth)	1	3	1	0	1.25
Trafficking – Opioid (other than heroin)	1	1	0	1	0.75
Trafficking - Other Controlled Drugs and Substances Act	5	2	1	4	3.00
Operational	965	1,011	1,088	1,202	1,066.50
Accident - non-MVC - Commercial	0	1	0	0	0.25
Accident - non-MVC - Construction Site	0	0	1	0	0.25
Accident - non-MVC - Master Code	0	0	0	2	0.50
Alarm - Others	0	0	0	1	0.25
Animal - Bear Complaint	17	4	2	4	6.75
Animal - Bite	2	2	1	3	2.00
Animal - Dog Owners Liability Act	1	2	2	5	2.50
Animal - Injured	3	9	2	2	4.00
Animal - Left in Vehicle	4	6	10	15	8.75
Animal - Master Code	1	7	3	4	3.75
Animal - Other	5	3	3	8	4.75
Animal - Rabid	0	1	0	0	0.25
Animal - Stray	34	19	12	19	21.00
Assist Fire Department	2	1	3	5	2.75
Assist Public	54	47	100	110	77.75
By-Law - Master Code	1	0	1	1	0.75
Compassionate Message	0	1	0	0	0.25
Distressed / Overdue Motorist	3	2	4	4	3.25
Dogs By-Law	0	1	1	2	1.00
Domestic Disturbance	152	146	119	173	147.50
False Fire Alarm - Other	0	0	1	0	0.25
Family Dispute	89	81	99	101	92.50
Fire - Building	4	2	1	1	2.00
Fire - Other	2	4	1	3	2.50
Fire - Vehicle	1	2	0	1	1.00
Firearms (Discharge) By-Law	1	0	0	0	0.25
Fireworks By-Law	0	1	0	0	0.25
Found - Bicycles	5	4	1	4	3.50
Found - Computer, parts & accessories	1	3	0	1	1.25

OPP 2025 Calls for Service Details
Temiskaming Shores C
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Found - Gun	0	1	0	0	0.25
Found - Household Property	2	3	8	8	5.25
Found - License Plate	1	0	0	0	0.25
Found - Machinery & Tools	0	1	0	0	0.25
Found - Others	3	5	3	3	3.50
Found - Personal Accessories	1	4	5	4	3.50
Found - Radio, TV, Sound-Reprod. Equip.	1	0	0	1	0.50
Found - Sporting Goods, Hobby Equip.	1	1	2	2	1.50
Found Property - Master Code	44	59	49	52	51.00
Insecure Condition - Building	0	4	2	0	1.50
Insecure Condition - Master Code	5	3	2	6	4.00
Insecure Condition - Others	1	0	0	0	0.25
Loitering By-Law	0	1	1	0	0.50
Lost - Gun	0	1	0	0	0.25
Lost - Household Property	1	0	2	3	1.50
Lost - License Plate	5	0	4	1	2.50
Lost - Machinery & Tools	0	1	0	0	0.25
Lost - Others	3	4	1	6	3.50
Lost - Personal Accessories	4	5	7	5	5.25
Lost - Radio, TV, Sound-Reprod. Equip.	0	1	0	1	0.50
Lost - Vehicle Accessories	0	0	0	2	0.50
Lost Property - Master Code	24	31	19	12	21.50
Medical Assistance - Master Code	0	1	0	0	0.25
Medical Assistance - Other	1	3	1	5	2.50
Missing Person - Master Code	1	3	2	3	2.25
Missing Person 12 & older	19	9	9	16	13.25
Missing Person 12 & older - Foul play suspected	1	1	0	0	0.50
Missing Person Located 12 & older	7	14	9	20	12.50
Missing Person Located Under 12	1	0	3	1	1.25
Missing Person under 12	0	1	4	5	2.50
Missing Person under 12 - Foul play suspected	1	0	0	0	0.25
Neighbour Dispute	51	96	89	65	75.25
Noise By-Law	1	0	1	0	0.50
Noise Complaint - Animal	2	7	7	1	4.25
Noise Complaint - Business	1	0	0	0	0.25
Noise Complaint - Master Code	91	51	98	42	70.50
Noise Complaint - Others	3	1	7	3	3.50
Noise Complaint - Residence	1	3	8	7	4.75
Other Municipal By-Laws	1	4	3	0	2.00
Overdose/Suspected Overdose	0	2	1	0	0.75
Overdose/Suspected Overdose -Opioid Related	3	2	3	2	2.50
Phone - Master Code	2	2	3	4	2.75
Phone - Nuisance - No Charges Laid	9	11	4	9	8.25
Phone - Obscene - No Charges Laid	0	0	1	0	0.25
Phone - Other - No Charges Laid	1	7	3	3	3.50

OPP 2025 Calls for Service Details
Temiskaming Shores C
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Phone - Threatening - No Charges Laid	0	0	0	1	0.25
Sudden Death - Accidental	0	0	0	2	0.50
Sudden Death - Apparent Overdose/Overdose	0	1	3	5	2.25
Sudden Death - Drowning	0	0	0	1	0.25
Sudden Death - Master Code	1	0	0	1	0.50
Sudden Death - Natural Causes	10	10	12	9	10.25
Sudden Death - Others	2	2	3	3	2.50
Suspicious Package	2	1	1	0	1.00
Suspicious Person	116	143	169	203	157.75
Suspicious vehicle	36	28	27	23	28.50
Swatting - Electronic Communication	0	1	0	0	0.25
Text- related Incident (Texting)	2	1	0	1	1.00
Traffic By-Law	2	1	1	0	1.00
Trouble with Youth	58	55	62	70	61.25
Unwanted Persons	58	74	78	115	81.25
Vehicle Recovered - All Terrain Vehicles	0	0	0	4	1.00
Vehicle Recovered - Automobile	1	1	1	0	0.75
Vehicle Recovered - Construction Vehicles	0	0	1	0	0.25
Vehicle Recovered - Farm Vehicles	0	0	1	0	0.25
Vehicle Recovered - Mopeds	0	0	0	1	0.25
Vehicle Recovered - Motorcycles	0	1	0	0	0.25
Vehicle Recovered - Snow Vehicles	2	0	0	1	0.75
Vehicle Recovered - Trucks	0	0	1	1	0.50
Operational 2	302	237	211	280	257.50
911 call - Dropped Cell	66	30	33	41	42.50
911 call / 911 hang up	87	60	43	53	60.75
911 hang up - Pocket Dial	0	1	0	1	0.50
False Alarm - Accidental Trip	1	4	0	2	1.75
False Alarm - Cancelled	2	4	4	1	2.75
False Alarm - Malfunction	3	0	0	7	2.50
False Alarm - Others	81	74	58	60	68.25
False Holdup Alarm - Accidental Trip	13	9	12	17	12.75
False Holdup Alarm - Malfunction	1	0	0	0	0.25
Keep the Peace	48	55	61	98	65.50
Other Criminal Code Violations	142	106	121	129	124.50
Animals - Cruelty	2	2	1	0	1.25
Animals - Kill or injure	1	0	0	0	0.25
Animals - Others	1	0	0	0	0.25
Bail Violations - Breach of Recognizance	1	1	0	8	2.50
Bail Violations - Fail To Comply	47	35	48	35	41.25
Bail Violations - Master Code	3	3	3	3	3.00
Bail Violations - Others	5	4	4	5	4.50
Breach of Probation	39	28	36	43	36.50
Causing unnecessary suffering to Animals	0	0	0	1	0.25
Child Pornography - Making or distributing	2	1	2	1	1.50

OPP 2025 Calls for Service Details
Temiskaming Shores C
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Child Pornography - Possess child pornography	1	1	1	2	1.25
Counterfeit Money - Master Code	1	0	0	1	0.50
Counterfeit Money - Others	3	0	0	0	0.75
Disobey court order / Misconduct executing process	4	0	1	1	1.50
Disturb the Peace	8	14	9	8	9.75
False Fire Alarm (C.C. Charge)	0	1	0	0	0.25
Indecent acts - Master Code	0	0	0	1	0.25
Indecent acts - Other	0	0	4	2	1.50
Interception / Disclosure of communication	1	0	0	0	0.25
Nudity - public/private property	0	0	0	1	0.25
Obstruct Justice / Fabricate Evidence	0	0	0	1	0.25
Obstruct Public Peace Officer	1	0	1	0	0.50
Offensive Weapons - Careless use of firearms	1	2	0	1	1.00
Offensive Weapons - Carry concealed	0	0	0	1	0.25
Offensive Weapons - Other Offensive Weapons	2	0	2	2	1.50
Offensive Weapons - Other Weapons Offences	1	1	0	1	0.75
Offensive Weapons - Possession of Weapons	4	5	4	6	4.75
Offensive Weapons - Prohibited	0	0	0	1	0.25
Offensive Weapons - Restricted	0	0	0	1	0.25
Other Criminal Code * Sec. 337 - Sec. 352	1	0	0	0	0.25
Other Criminal Code * Sec.462 - Sec.753	0	1	0	0	0.25
Other Interference with Property	0	0	0	1	0.25
Possess Firearm while prohibited	0	1	0	0	0.25
Possession of Burglary Tools	1	0	1	0	0.50
Possession Of Counterfeit Money	1	0	0	1	0.50
Public Mischief - mislead peace officer	0	2	0	0	0.50
Trespass at Night	1	3	1	1	1.50
Utter Threats to damage property	2	1	2	0	1.25
Utter Threats to injure animal	0	0	1	0	0.25
Uttering Counterfeit Money	8	0	0	0	2.00
Property Crime Violations	340	363	354	373	357.50
Arson - Building	0	1	0	0	0.25
Arson - Others	1	0	0	0	0.25
Break & Enter	33	46	51	36	41.50
Break & Enter - Firearms	0	0	1	0	0.25
False Pretence - Other	0	0	1	0	0.25
Fraud - Account closed	1	0	0	0	0.25
Fraud - False Pretence Over \$5,000	0	0	1	0	0.25
Fraud - False Pretence Under \$5,000	1	4	4	5	3.50
Fraud - Forgery & Uttering	4	1	2	0	1.75
Fraud - Fraud through mails	5	3	3	2	3.25
Fraud - Master Code	5	16	9	7	9.25
Fraud - Money/property/security Over \$5,000	4	4	8	7	5.75
Fraud - Money/property/security Under \$5,000	14	13	18	21	16.50
Fraud - Other	32	28	26	31	29.25

OPP 2025 Calls for Service Details
Temiskaming Shores C
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Fraud - Steal/Forge/Poss./Use Credit Card	3	4	5	5	4.25
Fraud - Transportation	1	1	1	0	0.75
Fraud - Welfare benefits	1	3	0	1	1.25
Identity Fraud	2	4	3	2	2.75
Identity Theft	0	0	0	1	0.25
Interfere with lawful use, enjoyment of property	1	0	4	7	3.00
Mischief	50	73	46	67	59.00
Mischief Graffiti - Non-Gang Related	4	4	3	2	3.25
Personation with Intent (fraud)	2	2	3	4	2.75
Possession of Stolen Goods over \$5,000	2	2	0	2	1.50
Possession of Stolen Goods under \$5,000	6	3	4	3	4.00
Property Damage	10	8	6	12	9.00
Theft Over - Master Code	0	0	6	0	1.50
Theft from Motor Vehicles Over \$5,000	0	1	1	1	0.75
Theft from Motor Vehicles Under \$5,000	27	13	6	7	13.25
Theft of - All Terrain Vehicles	3	4	7	6	5.00
Theft of - Automobile	1	0	3	2	1.50
Theft of - Construction Vehicles	0	0	2	0	0.50
Theft of - Mail	1	0	0	0	0.25
Theft of - Mopeds	0	1	0	0	0.25
Theft of - Motorcycles	1	3	4	3	2.75
Theft of - Other Motor Vehicles	0	1	1	0	0.50
Theft of - Snow Vehicles	0	1	1	0	0.50
Theft of - Trucks	0	2	0	1	0.75
Theft of Motor Vehicle	5	6	8	11	7.50
Theft Over \$,5000 - Construction Site	0	0	1	2	0.75
Theft Over \$5,000 - Bicycles	1	1	0	0	0.50
Theft Over \$5,000 - Farm Equipment	0	0	0	1	0.25
Theft Over \$5,000 - Other Theft	1	1	2	3	1.75
Theft Over \$5,000 - Trailers	0	0	1	0	0.25
Theft Under \$5,000 - Bicycles	15	29	12	7	15.75
Theft Under \$5,000 - Boat (Vessel)	0	2	0	3	1.25
Theft Under \$5,000 - Boat Motor	0	0	2	1	0.75
Theft Under \$5,000 - Building	0	1	2	0	0.75
Theft Under \$5,000 - Construction Site	0	0	1	0	0.25
Theft Under \$5,000 - Farm Agricultural Livestock	0	0	2	1	0.75
Theft Under \$5,000 - Gasoline Drive-off	9	5	6	1	5.25
Theft Under \$5,000 - Master Code	11	9	12	21	13.25
Theft Under \$5,000 - Other Theft	54	48	45	56	50.75
Theft Under \$5,000 - Persons	1	2	1	5	2.25
Theft Under \$5,000 - Trailers	2	1	3	2	2.00
Theft Under \$5,000 - Truck Load	0	0	0	1	0.25
Theft Under \$5,000 Shoplifting	26	12	26	23	21.75
Statutes & Acts	234	250	210	263	239.25
Custody Dispute	1	0	0	1	0.50

OPP 2025 Calls for Service Details
Temiskaming Shores C
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Family Law Act - Custody/Access order	0	0	1	0	0.25
Family Law Act - Master Code	0	0	0	1	0.25
Landlord / Tenant	53	53	42	46	48.50
Mental Health Act	27	38	41	64	42.50
Mental Health Act - Apprehension	4	16	16	13	12.25
Mental Health Act - Attempt Suicide	3	11	7	9	7.50
Mental Health Act - No contact with Police	4	4	6	7	5.25
Mental Health Act - Placed on Form	8	4	4	3	4.75
Mental Health Act - Threat of Suicide	25	23	20	32	25.00
Mental Health Act - Voluntary Transport	20	14	10	15	14.75
Trespass To Property Act	84	86	57	67	73.50
Youth Criminal Justice Act (YCJA)	5	1	6	5	4.25
Traffic	126	155	182	135	149.50
MVC - Fatal (Motor Vehicle Collision)	1	0	0	0	0.25
MVC - Others (Motor Vehicle Collision)	3	1	0	1	1.25
MVC - Pers. Inj. Failed to Remain (Motor Vehicle Collision)	0	0	2	1	0.75
MVC - Personal Injury (Motor Vehicle Collision)	7	16	16	7	11.50
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	8	18	8	10	11.00
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	39	34	45	51	42.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	65	86	104	65	80.00
MVC (Motor Vehicle Collision) - Master Code	3	0	7	0	2.50
Violent Criminal Code	130	162	160	195	161.75
Aggravated Assault - Level 3	1	1	0	0	0.50
Arson - Disregard for Human Life	0	1	0	0	0.25
Assault - Level 1	41	63	47	53	51.00
Assault Peace Officer	4	5	3	3	3.75
Assault With Weapon or Causing Bodily Harm - Level 2	8	14	12	19	13.25
Attempted Murder	0	0	1	0	0.25
Counseling Suicide	0	0	1	0	0.25
Criminal Harassment	13	15	17	24	17.25
Criminal Harassment - Offender Unknown	0	1	1	1	0.75
Extortion	0	3	0	1	1.00
Forcible confinement	1	0	0	0	0.25
Indecent / Harassing Communications	4	7	7	11	7.25
Invitation to Sexual Touching	0	1	0	0	0.25
Mischief - Cause Danger to Life	0	0	0	1	0.25
Murder 2nd Degree	1	0	0	0	0.25
Non-Consensual Distribution of Intimate Images	2	1	4	4	2.75
Other Assaults / Admin Noxious thing	1	0	0	0	0.25
Pointing a Firearm	0	0	1	0	0.25
Robbery - Other	2	0	0	0	0.50
Robbery - With Threat of Violence	3	0	1	3	1.75
Sexual Assault	5	10	17	28	15.00
Sexual Assault With a Weapon	0	1	0	1	0.50
Sexual Interference	3	7	8	3	5.25

OPP 2025 Calls for Service Details
Temiskaming Shores C
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Sexual offence occurring prior to January 4, 1983	0	1	0	0	0.25
Using firearm (or imitation) in commission of offence	0	0	1	0	0.25
Utter Threats - Master Code	5	1	7	5	4.50
Utter Threats to Person	36	29	32	36	33.25
Utter Threats to Person - Police Officer	0	1	0	0	0.25
Voyeurism	0	0	0	2	0.50

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OPP 2025 Estimated Court Security Cost Summary
Temiskaming Shores C
Estimated costs for the period January 1 to December 31, 2025

2024 Cost-Recovery Formula

Salaries and Benefits

		Positions	\$/FTE	Total \$
Uniform Members	Note 1			
Sergeant		0.00	143,480	312
Constable		0.10	120,835	11,550
Total Uniform Salaries		0.10		11,861
Statutory Holiday Payout			6,207	607
Shift Premiums			1,129	110
Uniform Benefits - Full-Time Salaries			36.38%	4,315
Total Uniform Salaries & Benefits				16,894
Detachment Civilian Members	Note 1			
Court Officer - Court Security	Full-time	1.20	92,124	110,358
Total Detachment Civilian Salaries		1.20		110,358
Civilian Benefits - Full-Time Salaries			36.13%	39,869
Total Detachment Civilian Salaries & Benefits				150,227
Support Costs - Salaries and Benefits	Note 2			
Communication Operators			6,682	653
Prisoner Guards			2,061	201
Operational Support			7,119	696
RHQ Municipal Support			3,208	314
Telephone Support			157	15
Office Automation Support			938	92
Mobile and Portable Radio Support			357	35
Total Support Staff Salaries and Benefits Costs				2,006
Total Salaries & Benefits				169,127
Other Direct Operating Expenses	Note 2			
Communication Centre			150	15
Operational Support			1,112	109
RHQ Municipal Support			360	35
Telephone			1,458	143
Mobile Radio Equipment Repairs & Maintenance			168	16
Office Automation - Uniform			4,487	439
Vehicle Usage			10,219	999
Detachment Supplies & Equipment			1,073	105
Uniform & Equipment			2,360	231
Uniform & Equipment - Court Officer			1,037	1,242
Total Other Direct Operating Expenses				3,333
Total 2025 Estimated Court Security Cost				\$ 172,460
Total OPP-Policed Properties				5,328
Cost Per Property				\$ 32.37

OPP 2025 Estimated Court Security Cost Summary

Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2025

Notes:

- 1) Full-time equivalents (FTEs) are based on staffing required to provide court security based on the 2022 activity levels and requirements determined by servicing detachment staff. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.) The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2023-24). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation. Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position") An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.
- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.
- 3) There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.

OPP 2023 Reconciled Year-End Summary
Temiskaming Shores C
Reconciled cost for the period January 1 to December 31, 2023

			<u>Cost per Property \$</u>	<u>Reconciled Cost \$</u>	<u>Estimated Cost \$</u>
Base Service	Property Counts				
	Household	4,853			
	Commercial and Industrial	424			
	Total Properties	<u>5,277</u>	174.11	918,804	874,198
Calls for Service	Total all municipalities	187,830,598			
	Municipal portion	0.6803%	242.16	1,277,869	1,214,914
Overtime			21.72	114,610	99,905
Court Security	(see summary)		25.75	135,865	315,006
Prisoner Transportation	(per property cost)		1.45	7,652	6,174
Accommodation/Cleaning Services	(per property cost)		5.06	26,702	25,699
Total 2023 Costs			<u>470.25</u>	<u>2,481,501</u>	<u>2,535,897</u>
2023 Billed Amount				<u>2,535,899</u>	
2023 Year-End-Adjustment				<u>(54,398)</u>	

Notes

The Year-End Adjustment above is included as an adjustment on the 2025 Billing Statement.

This amount is incorporated into the monthly invoice amount for 2025.

The difference between the estimated and billed amount is due to rounding the bills to the nearest dollar throughout the year.

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OPP 2023 Reconciled Court Security Cost Summary
Temiskaming Shores C
 Reconciled costs for the period January 1 to December 31, 2023

2022 Cost-Recovery Formula

Salaries and Benefits

		Positions	\$/FTE	Total \$
Uniform Members	Note 1			
Sergeant		0.00	130,812	284
Constable		0.10	111,708	10,677
Total Uniform Salaries		0.10		10,962
Statutory Holiday Payout			5,240	512
Shift Premiums			1,129	110
Uniform Benefits - Full-Time Salaries			34.81%	3,816
Total Uniform Salaries & Benefits				15,400
Detachment Civilian Members	Note 1			
Court Officer - Court Security	Full-time	1.20	71,708	85,902
Total Detachment Civilian Salaries		1.20		85,902
Civilian Benefits - Full-Time Salaries			35.00%	30,062
Total Detachment Civilian Salaries & Benefits				115,964
Support Costs - Salaries and Benefits	Note 2			
Communication Operators			6,698	655
Prisoner Guards			2,074	203
Operational Support			5,604	548
RHQ Municipal Support			2,713	265
Telephone Support			131	13
Office Automation Support			680	66
Mobile and Portable Radio Support			250	24
Total Support Staff Salaries and Benefits Costs				1,774
Total Salaries & Benefits				133,138
Other Direct Operating Expenses	Note 2			
Communication Centre			147	14
Operational Support			991	97
RHQ Municipal Support			122	12
Telephone			1,496	146
Mobile Radio Equipment Repairs & Maintenance			56	5
Office Automation - Uniform			2,282	223
Vehicle Usage			8,999	880
Detachment Supplies & Equipment			406	40
Uniform & Equipment			2,105	206
Uniform & Equipment - Court Officer			921	1,103
Total Other Direct Operating Expenses				2,727
Total 2023 Reconciled Court Security Cost				\$ 135,865
Total OPP-Policed Properties				5,277
Cost Per Property				\$ 25.75

OPP 2023 Reconciled Court Security Cost Summary

Temiskaming Shores C

Reconciled costs for the period January 1 to December 31, 2023

Notes:

- 1) Full-time equivalents (FTEs) are based on staffing required to provide court security based on the 2023 activity levels and requirements determined by servicing detachment staff. Salary rates are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2023 salaries incorporate the 2023 general salary rate increases set in the 2023 to 2026 OPPA Uniform and Civilian Collective Agreements, (uniform and civilian staff - 4.75%). The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2023-2024).
- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2022 Municipal Policing Cost-Recovery Formula.
- 3) The Municipality's remaining grant credit from the Ministry's 2024 Court Security Prisoner Transportation Grant Program is subject to an adjustment if the 2023 grant allocation is more than the 2023 reconciled costs. There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.

Honourable Premier Doug Ford
Doug.Fordco@pc.ola.org

Sent via electronic mail

October 4, 2024

Dear Honourable Premier Doug Ford

At its Regular meeting on October 2, 2024, the Township of Springwater's Council passed resolution C506-2024 endorsing the AMO and OMA Joint Health Resolution Campaign.

Resolution C506-2024

Moved by: Garwood

Seconded by: Fisher

Whereas the state of health care in Ontario is in crisis, with 2.5 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being derostered 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 Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine; and,

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77% in 2008 to 65% 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; and,

Whereas these cracks in Ontario's health care system are impacting economic development, health, and well-being at the local level; and,

Whereas in response, the Ontario Medical Association (OMA) and the Association of Municipalities of Ontario (AMO) are working collaboratively to advocate for a better healthcare system for Ontario residents and communities.

Now Therefore Be It Resolved That, Council of The Corporation of the Township of Springwater urge the Province of Ontario to recognize the physician shortage in Springwater 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; Barrie-Springwater-Oro Medonte Member of Provincial Parliament, Hon. Doug Downey, the Minister of Health, Hon. Sylvia Jones, the Ontario Medical Association (OMA), the Association of Municipalities of Ontario (AMO) and all Ontario municipalities.

Carried

I can be reached via email at jennifer.coughlin@springwater.ca or by phone at 705-728-4784, Ext. 2020.

Regards,

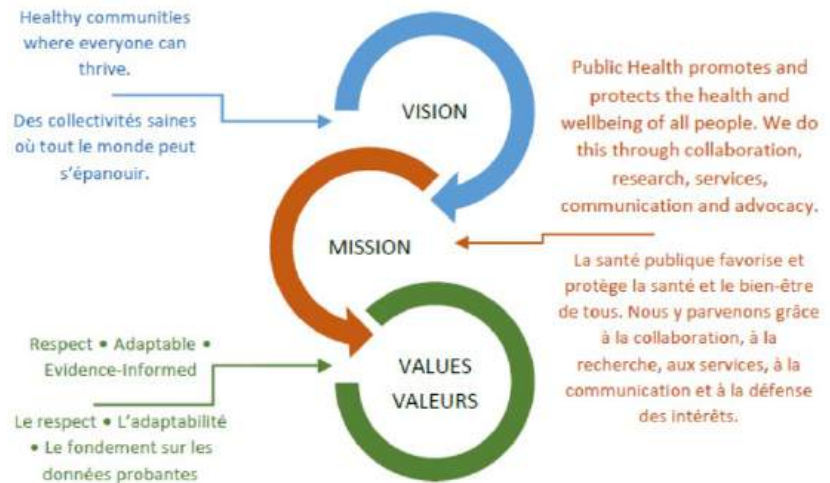


Jennifer Coughlin
Mayor, Township of Springwater

cc: Hon. Minister of Health Sylvia Jones
Hon. MPP Doug Shipley
Ontario Medical Association
Association of Municipalities of Ontario
All Ontario Municipalities

Report Content

- [THU in Action: Our People - Our Stories](#)
- [HR Update](#)



In the Spotlight and On Our Radar

As specified in the Ontario Public Health Standards (2018), Partnerships, Collaboration, and Engagement is a Core Principle of the Policy Framework for Public Health Programs and Services. In this report, you will see examples of work that is the result of collective efforts with a common theme: THU is the backbone. [Collective impact](#) is a network of community members, organizations, and institutions who advance equity by learning together, aligning, and integrating actions to achieve population and systems level change. In the collective impact model, having a strong backbone is critical.

Examples of efforts that follow the collective impact model are the Timiskaming Drug and Alcohol Strategy (TDAS), the Community Safety and Wellbeing Plan (CSWB), and to a similar extent, Planet Youth Timiskaming (PYT). TDAS is a multi-agency effort led by a steering committee and four pillars. THU provides backbone support through a Public Health Promoter who also has resources at THU for supports such as mentorship, management guidance and oversight, and research expertise.

Another example of the collective impact model is the CSWB initiative. Launched in 2023, this initiative is a joint investment of 24 municipalities. The municipalities fund a Public Health Promoter to coordinate the work of the steering committee and the work groups (housing, health and wellbeing, and community safety). Similarly to TDAS, THU provides in-kind support such as management oversight and guidance, mentorship, research expertise, and communications support.

PYT is also a multi-agency, cross-district effort that is largely supported by THU but relies on the grassroots contributions and efforts of our highly engaged Local Action Teams (North, Central, and South). Beginning in 2022, TDAS endorsed the Icelandic Prevention Model as a local strategy to prevent or delay the onset of youth

substance use. Over time, community partners learned about and supported this initiative, culminating in Icelandic Prevention Model representatives visiting Temiskaming Shores in February 2023. In November 2023, data were collected in all five local high schools. The data provides insight on the health and lifestyle of local teenagers. While data were being summarized and disseminated in mid-2024, the Public Health Agency of Canada announced a funding opportunity for Planet Youth initiatives. THU staff devoted time and effort into producing a strong application and optimistically await the news regarding this investment into local youth.

As evidenced by the community progress in these initiatives, collective impact and investments into community engagement pay off in dividends. THU staff keep partnerships and collaboration at the forefront of their work because all community partners are working towards a common agenda – to improve the health and wellbeing of our district.

Timiskaming Health Unit in Action

Our people – Our stories

Foundational Standards

Population Health Assessment and Surveillance

Population health assessment and surveillance is an essential public health function to support local public health practice to respond effectively to current and evolving issues and contribute to the health and well-being of our population. The list below highlights some of this work:

Work Completed:

- Completed a draft Knowledge Translation Plan.
- Initiated work on several health status reports that cover a variety of priority topics. These reports will be available publicly once completed.
- Completed the creation of a surveillance framework to monitor indicators relating to emergency preparedness and climate change.
- Completed syphilis and chlamydia data analyses.
- Launched the 2024 wildfire air quality dashboard and associated website in partnership with Porcupine Health Unit.
- Supported epidemiological analysis of local data to determine which factors are associated with an increased risk of mothers in Timiskaming developing perinatal mood disorders. The results will inform an assessment of best practices.

Variance:

- Cancer data update not complete due to competing priorities.
- Yearly summary of reportable disease moved to Q3 to account for data clean-up needs.

Health Equity

The following section highlights local public health work in 2024 toward reducing health inequities which includes assessing and reporting on the local impact of health inequities and identifying local strategies, modifying and

orienting public health interventions, and health equity analysis, policy development, and advancing healthy public policies.

Work Completed:

- Continued to initiate the Safer Spaces workplan, which aims to strengthen inclusive practices at THU. Select staff were invited to partake in Rainbow Health Ontario Foundations Course training, which aims to equip service providers with comfort and competence in providing high-quality inclusive, affirming, welcoming, and culturally sensitive care. Staff who complete this training will progress to further specialized training this fall.

Variance:

- Due to some contract positions being eliminated in 2024, much of the work identified in the operational plan was not able to be addressed.

Effective Public Health Practice

Effective public health practice requires THU staff to apply skills in evidence-informed decision-making, research, knowledge exchange, program planning and evaluation, and communication, with a continued focus on quality and transparency. The section below captures 2024 activity highlights for program planning, evaluation, and evidence-informed decision making as well as for knowledge exchange and continuous improvement.

Work Completed:

- Research, Planning, and Policy Analysts supported the development and launch of a new Operational Plan template.
- THU's Professional Practice Council continued its work supporting the launch of OceanMD, which includes secure patient messaging, appointment reminders, and electronic forms. Additionally, the committee supported finalizing a process for reporting Medication Errors.
- Completed and evaluated the first cohort of OnCore public health foundations course with 10 participants.
- Foundational Standards team began a series of trainings through the National Collaborating Centre for Methods and Tools.

Emergency Management

Effective emergency management ensures that boards of health are ready to cope with and recover from threats to public health or disruptions to public health programs and services.

Work Completed:

- Created a hotwash/debrief tool to support teams in capturing lessons learned and experiences following disruptions, planned events, or emergencies.
- Evaluated the current state of THU's emergency response plan and ancillary documents, noting risks and priority documents needing immediate updating.
- Staff engaged in training for Incident Management System 100 and 200.
- Continued work in partnership with ORCCA to increase capacity in supporting climate change mitigation strategies in Timiskaming.

Chronic Disease Prevention and Well-Being

Active Living:

Work Completed:

- Completed scan of existing pedestrian skills training programs for useful resources
- Quarterly update to Walk n Roll website (<https://walknroll.ca/>)
- Began working with two additional local schools in Active School Travel program (Ste. Croix and Federal)
- Implemented bike rodeos with 3 schools (6 classes = 10 teachers/EAs + 143 students)
- Painted activity stencils on STATO trail in Haileybury and promoted the stencils in municipal newsletter
- Contributed helmets, bells and lights, and staff time to Temiskaming Shores 2024 bike festival in June
- Distributed cycling resources at Road Safety Education Day booth in Temiskaming Shores, 50 families and 100 children in attendance

Variance:

- Work to begin planning for a 2025 Bike exchange event in Kirkland Lake has been delayed.
- Planned work to update French resources was deemed not necessary.

Food and Nutrition:

Work Completed:

- Virtual presentation about healthy eating to youth through the Youth Jobs Connection (15-29 yrs. old): 20 students in attendance
- Co-presented with City of Temiskaming Shores on Healthy Eating in Recreation Settings initiative to Canadian Parks and Recreation Association/Health Canada Healthy Eating initiative webinar.
- Completed food costing in May 2024, now in the process of collecting housing data and preparing for analysis
- Attended Timiskaming Area Ontario Health Team (TAOHT) meeting for Diabetes Care in Timiskaming to improve continuity of care for diabetes patients.
- Facilitated meeting of Timiskaming Registered Dietitian Network
- Provided THU staff training on weight stigma and weight bias via THU Grand Rounds

Variance:

- Education related to weight bias and weight stigma within THU and with Timiskaming health care providers delayed to Q3
- Engagement with community partners to develop plan to re-start Food Skills for Families program delayed due to continued Registered Dietitian vacancy.
- Development of webinar version of Healthy Eating on a Budget training delayed due to continued staff vacancy.
- Work related to Healthy Eating in Recreation Settings on hold due to continued staff vacancy.
- Sharing of Community Fridge evaluation report delayed to Q3.

Mental Health Promotion:

Work Completed:

- Supported Temiskaming Pride with the development of a promotional banner and supported events to create a safe place

- Collaborating with Ontario 211 to promote in Temiskaming District
- Collaborated on development and implementation of Mental Health Awareness Week in Timiskaming: attended 3 meetings, hosted webinar with 95 participants at noon session, another session hosted in the evening.
- Continued promotion of psychological health and safety at THU through weekly Not Myself Today campaign all-staff emails, delivered all-staff training: *Planning for Resilience*, delivered *Civility* workshop for THU Nurses' Day.
- Supported Temiskaming Pride and KL Pride with promotion, attended local Pride parades (2).

Variance:

- Building internal capacity to implement and provide trauma informed care delayed to Q3
- Work to embed mental health promotion language into all program areas delayed to Q4
- Work to create connections with farming community, to explore opportunities to promote farmer's mental health delayed due to staff capacity

Seniors Dental Care Program (OSDCP):

The OSDCP program serves seniors within our district who qualify for dental care.

Work Completed:

- From January to June the OSDCP saw 45 new clients in the program.

OSDCP	2022 Total	2023 Total	2024 Q2 Total
Applied at THU	232	272	77
Applied Online	19	26	1
Unique Seniors Served at THU	182	262	135
Total OSDCP Preventive Appointments at THU	197	280	167
Unique Seniors Served by Providers	554	697	381
Total OSDCP Appointments by Providers	686	901	522

Substance Use and Injury Prevention

Alcohol and Drug Use, Enhanced Harm Reduction Program and Ontario Naloxone Program:

Work Completed:

- Facilitated Timiskaming Knowledge Network session with 27 participants in April. Guest presenter: Len Hughes, Community Engagement Worker in Health Outreach from London InterCommunity Health Centre, on H.O.M.E program based in London Ontario.
- Soft launch of Timiskaming Harm Reduction Outreach Program in June with 2 Harm Reduction Outreach Workers. AIDS Committee of North Bay and Area to shadow outreach workers as training/orientation.
- Continued to support @YouthTimiskaming Instagram as youth engagement strategy motivated by substance use prevention. During Q2, reached 2,647 accounts, engaged 206 accounts. 341 followers.

- Updated and promoted substance use prevention inventory.
- Implemented a campaign to promote Canada's Guidance on Alcohol and Health and the associated risks.
- Ongoing coordination of Planet Youth Temiskaming: held 3 Steering Committee meetings, 6 South Action Team meetings, 3 Central Action Team meetings, 4 North Action Team meetings. Hosted data review and action planning workshops with all three action teams. Launched bilingual [website](#) and [facebook page](#), 400 followers. [Released data to public](#). Coverage from [Northern News](#), [Temiskaming Speaker](#). Supported secondary schools with presenting the planet youth data results at their June PD day. Presented to Directors of Education, Temiskaming Foundation, Parenting Working Group, Temiskaming Municipal Association. Supported municipal partners to present to Englehart, Temiskaming Shores, and Kirkland Lake Town Councils. Disseminated website and data dashboard via email to ALL schools in Timiskaming District - private and public. Held community engagement booths at community bike festival, ESCSM, and ECCS.
- Completed community asset mapping at 5 high schools.
- Onboarded and trained 1 new harm reduction distribution site and provided refresher training to 2 others.
- Completed drug test strip pilot project with THU and 3 community partners. Evaluation to be completed in Q3.
- Continued to coordinate [Timiskaming Drug and Alcohol Strategy](#): released [TDAS progress report](#), with earned media from CJKL, [CBC UpNorth](#), and Radio Canada Coordinated; released [Strengthening alcohol policy letter](#) with earned media from Temiskaming Speaker and CJKL; identified Peer Support Canada certification process & training, promoted to a group of candidates; completed a local pharmacy substance use service inventory; updated [Substance Use Referral Pathway](#).

Variance:

- Organization of local screenings of Love in the Time of Fentanyl and facilitated discussion displaced by other priority work.
- Work with CSCT to plan and launch Our Healthbox delayed to October due to logistical delays.
- Q2 Planet Youth update delayed to Q3.
- Collaboration with municipalities to promote municipal policies to reduce harms related to cannabis, alcohol and tobacco delayed to Q3.
- Contributed, reviewed and approved the new Englehart MAP (based on template being promoted to CSWB).
- Campaign to promote safe sharps disposal to the general public delayed to Q3/Q4.

Needle Exchange and Harm Reduction Program

- When clients access THU offices for harm reduction supplies, they are also offered other THU services such as STBBI testing, contraceptives and directed to other community supports.
- Note that clients will often request supplies for their peers when accessing the NEP program, which may reflect the high number of supplies provided.
- Drug testing kits continue to be made available to clients to test their drugs for fentanyl, xylazine as well as benzodiazepine.
- Clients are also offered sharp containers to properly dispose of their used needles.

Internal Program						
Client Services	2019	2020	2021	2022	2023	2024
Total # Encounters NEP and Other HR Supplies	498	355	159	249	413	243
Total # of needles provided	-	24,380	31,638	37,260	24,856	10,975
Total # of bowl pipes provided	-	4,620	12,962	15,366	19,027	7153
Total # of Naloxone kits provided	-	236	234	256	260	144
Total # of Naloxone refills provided	--	43	45	39	94	26

Comprehensive Tobacco Control:

Work Completed:

- Earned media on World No Tobacco Day,
- Promoted stronger municipal by-laws in [quarterly municipal newsletter](#)
- Promoted tobacco cessation programs. Locally, 23 registered in virtual and 88 registered in in-person programs in Timiskaming during Q2.
- Distributed cessation resources to dentists, hospitals, family health teams, and pharmacies.
- Newspaper ads (Speaker, Northern News) to promote cessation and smoke-free housing, respectively
- Promoted World No Tobacco Day with earned media from TEM Speaker, CJTT, and CJKL. Reached 1493 via social media.

Variance:

- Letter to workplaces to promote tobacco cessation and build readiness for smoke-free policies delayed to Q3
- Temiskaming Cessation network meeting not held due to staffing capacity limitations.

Tobacco Enforcement								
	2017	2018	2019	2020	2021	2022	2023	2024
Inspections	355	336	357	220	163	267	348	149
Charges	6	9	7	1	8	5	5	1
Warnings	103	82	166	73	136	144	108	44

Injury Prevention, including On- and Off-Road Safety:

Work Completed:

- Distributed 300 bilingual Slow Down/Safe Streets signs to municipalities of Virginiatown, Larder Lake, Englehart, Earlton, Hudson, and Latchford.
- Ongoing coordination of [Timiskaming Community Safety and Wellbeing Plan](#) implementation. Supporting Coordinator, co-Chairing Steering Committee, chairing Health and Wellbeing working group, participating in Housing and Homelessness Working Group, co-chairing Community Safety Working group.

Healthy Aging:

Work Completed:

- Continued local coordination of regional [Stay on Your Feet](#) collaboration.
- Grew local network related to healthy aging through connections with Timiskaming Area Ontario Health Team (via CSWB) and Mino M'Shki-ki Indigenous Health Centre.
- Coordinated 3 Spring Fling events. Attendance in Kirkland Lake= 68, Englehart=51, Haileybury – 77. Offered transportation to participants from rural areas=23 participants. Coordinated booths and speakers including One Light Diversity Centre and Kirkland Lake Multicultural Group; distributed resources; supported peer-to-peer seniors performance troupes in Temiskaming Shore and Kirkland Lake with performances.
- Updated [Guide to Social Activities for Older Adults in Timiskaming](#), shared with health care providers.

Variance:

- Development and sharing of weekly Facebook posts for regional Stay on Your Feet not addressed due to competing priorities.

Healthy Built Environments:

Work Completed:

- Developed and distributed quarterly [Health for All newsletter](#) to municipalities in Timiskaming.

Variance:

- Development of 1-page primers for municipalities on health in all policies delayed.

Healthy Growth and Development

From January to June 2024, we have had 163 births within our district. Healthy Growth and Development initiatives continue to prioritize and promote preconception, pregnancy, newborn, child, youth, parental and family health.

Breastfeeding and Infant Feeding:

Work Completed:

- THU has supported 15 families with hospital grade breast pumps so far this year. Manual breast pumps also remain available as needed for a minimal fee.
- We continue to maintain and support the Timiskaming Breastfeeding Buddies Facebook group. The Facebook page has 197 followers. Weekly breastfeeding posts are shared.
- Lactation consulting support continues throughout the district; a total of 24 breastfeeding consultations have occurred with families so far this year. All PHNs and FRWs are trained with the level 1 and 2 breastfeeding course and support families with breastfeeding as well.
- We continue to work on developing and strengthening our community partnership with the local La Lèche League to explore supporting a breastfeeding peer support program.
- Work was completed on our Infant Feeding Surveillance and Screening (IFSS).

Prenatal Education:

Work Completed:

- We continue to offer the online bilingual course for THU residents via Public Health Sudbury and Districts.
- THU continues to partner with Timiskaming Brighter Futures to offer virtual prenatal sessions.
- In-person prenatal classes returned in April/May across the district. The prenatal series is run for 4 weeks. An evaluation of the classes will be conducted.
- Since the start of this year, 43 pregnant people and 34 support people received prenatal care through in-office, virtual and 1:1 appointment. 43 were first time parents and 1 teen participated in the in-person classes in the KL office. The Englehart office supported 1 prenatal client virtually.
- We continue to work with community partners to reach teens that are pregnant.

Well-baby Visits (WBV):

THU continues to offer WBV throughout the district. These visits reach children aged 0 to 6 years and offer services such as immunizations, weights, and developmental screening.

Work Completed:

- THU continues to offer weekly Well Baby Clinics (WBC) throughout the district.
- A total of 465 children accessed clinical services from January to June 2024 (NL: 189, KL: 204, Englehart: 72).
- HG&D nurses continue to support seeing 4- to 6-year-old clients through the WBCs for school immunizations.

Mental Health:

Work Completed:

- We continue to screen families using the Edinburgh Postnatal Depression Scale prenatally, 48 hours after hospital discharge, at 2-months, and at 6-months post-partum. No referrals were made between January to June 2024. Those that scored high on the Edinburgh were already receiving services. Staff supported a comprehensive assessment of prenatal and postpartum depression screening to align with best practices.

Parenting:

Work Completed:

- THU continues to update the Parenting in Timiskaming website and newsletter content.
- Parenting in Timiskaming Facebook page: posts are ongoing. Page also aims to share parenting-related activities and information from community partners. Cross-posting to THU page and Youth Instagram as relevant. Includes monitoring page and replying to comments. The Parenting in Timiskaming Facebook page continues to grow. Between April 1 and June 30, the page had a reach of 3.6k, with 223 content interactions. At that time, we had 185 people following the page.
- We hosted our first virtual presentation on the page on Starting Solid Foods for parents and caregivers on June 26. We have 45 subscribers that are getting the family newsletter.

- The local Parenting Working Group continues to meet bi-monthly. With a priority placed on cross-promotion and cross-collaboration, the group has led to some joint program planning and sharing of local data.
- We participated in a Tickle and Toes presentation at EarlyOn in KL.
- June 18 and 19, 2024, the HG&D nurses completed and successfully passed the Parent Child Interaction (PCI) recertification related to the Teaching Scale.
- Some staff attended the Parenting and Children’s Mental Health Virtual Summit to learn more about ACEs prevention in April.
- Communications were developed in response to the [IFSS report](#) to offer education and awareness to the public on issues identified within the report.
- Presented to families at EarlyON in KL on screen time (May).
- Attended PHO Parenting Working Group.
- Initiated an Internal Working Group for ACES & Resiliency.
- Initiated partnership with the Burn Program at Sick Kids Hospital to develop communications on burn prevention for children & youth.

Road Safety and Car Seat Safety:

Work Completed:

- Established a local “Car Seat Collaborative”: a mailing list with the intention of collaboration with regards to car seats (programs, clinics, planning, support).
- Ongoing car seat inspections performed as requested by the community. Twenty-three car seats have been inspected by THU staff from January to June 2024.
- We continue to work collaboratively with other agencies that have trained technicians.

Healthy Eating:

Work Completed:

- Developed posts on Practical Tips to help children try new foods for the Parenting in Timiskaming website and social media platforms.
- Developed posts on breastfeeding and alcohol and cannabis use, as well as cow’s milk introduction.
- HG&D nurses supported a presentation on the introduction of solids at EarlyOn in Haileybury.

Healthy Babies Healthy Children (HBHC) Program:

The goal of the HBHC program is to optimize newborn and child healthy growth and development and reduce health inequities for families. The program includes the following components: (1) Screening – prenatal, postpartum and early childhood (2) In-depth assessment (IDA) contact and assessment for families with risk (3) Postpartum Contact (4) Blended Home-Visiting and Family Service Plan.

The following table outlines the percentage of births that received a prenatal and postpartum screen as well as the percentage of eligible children (6 weeks to 70 months) who received an early childhood screen. We continue to see an increase in families accessing the HBHC program in the south end of THU’s catchment area since resuming regular programming.

Percent of births receiving a prenatal and postnatal HBHC screen and % of eligible children with an early childhood HBHC screen in Timiskaming Health Unit area.							Provincial Target
Screen	2019	2020	2021	2022	2023	2024	
Prenatal	82%	65%	82%	75.4% (46.5%)*	62% (49.5%)*	62% (51%)	10%
Postpartum	96%	70%	84%	82.8% (69.8%)*	79% (78.9%)*	84% (77%)	80%
Early Childhood	3%	2%	0.7%	3.6% (68.4%)*	4% (67.3%)*	1.7% (87%)	5%
*Clients who are considered high-risk as defined by the Healthy Babies Healthy Children Screen							

Blended Home-Visiting (BHV) Program:

Healthy Babies Healthy Children In-Depth Assessments (IDA), Home Visits and Family Service Plans							
		2019	2020	2021	2022	2023	2024
Number of individuals confirmed with moderate or high risk (eligible for home visit) through an IDA	Prenatal	16 (66.6%)	6 (54.5%)	11 (91.7%)	7 (87.5%)	9 (75%)	37 (73%)
	Postpartum	33 (53.2%)	16 (51.6%)	34 (73.9%)	30 (73.2%)	48 (87.2%)	85 (82%)
	Early Childhood	18 (72%)	9 (90%)	11 (78.6%)	21 (77.8%)	13 (52.2%)	27 (53%)
Number of families served with ≥ 2 home visits		41	26	29	46	69	87
Number of families who received an IDA.		111	52	72	76	91	50
Number of families with a family service plan initiated			10	9	30	48	21
Total # of Home Visits (with a FHV, PHN or both)		206	140	88	498	727	406

HBHC Screening and Hospital Liaison:

Work Completed:

- We continue to offer daily weekday hospital liaison visits to Temiskaming Hospital. These visits also allow the PHNs to complete a formal post-partum Healthy Babies Healthy Children screen as mandated by the ministry. The visits enable PHNs to assist families with breastfeeding and to discuss and promote services at THU and within the community.
- Quarterly meetings have been set with Temiskaming Hospital as we continue to work collaboratively.

School and Child Care Health

Oral Health and Vision Screening:

The Oral and Vision Health team has returned to full services in-school. All mandated programming is being completed.

Work Completed

- The feasibility study to evaluate the Child Care Fluoride Varnish program was completed. The information was shared and discussed with the Porcupine Health Unit.
- THU worked with PHU on sharing statistics related to PHU’s application for the oral health access fund application.
- We continue to assess capacity to possibly offer the Child Care Fluoride program during the 2024-2-2025 school year.

Variance:

- The Child Care Fluoride varnish program (non-mandatory) remains on hold related to capacity issues.

Oral Health - Dental Screenings									
	2016	2017	2018	2019	2020	2021	2022	2023	2024 (Jan-Jun)
<i>Pre-K/JK & Grade 2 In-School Mandatory Program</i>	937	800	624	925	279	0*	518	904	375
<i>Regular Screened (all other grades including rescreens/parent request)</i>	---**	----**	985	1840	632	0*	751	1129	342
<i>Office Screenings</i>	238	248	231	193	105	150	88	466	263

**This program was impacted by staff redeployment to the COVID-19 pandemic and the impact of COVID-19 measures on school partners.*

***Data for this section was not captured in the same fashion it was starting in 2018, therefore it is not specific to the grades required.*

****Title renamed to better reflect ministry reporting (2024). It used to be Pre-Kind/Kind, Grade 2, 4 & 7 In-School Mandatory Program*

School Health Immunization and Licensed Child Care:

Work Completed:

- The school team worked on ISPA preparation and the suspension process started.
- The school nurses increased immunization calls to parents regarding overdue 4-year booster immunizations. Approximately 200 calls were completed. They also worked with principals on getting this information through schools as well.
- The school team supported the NL and KL office with school immunization during the regular routine evening immunization clinic.
- Support and collaboration continue with our licensed child care providers.
- Round 2 of the grade 7 immunization clinics were completed.
- Completed the high school ISPA vaccines (Tdap).

Comprehensive School and Child Care Health:

Work Completed:

- The school team continues to support IPM activities.
- IPM information shared with parents through school council meetings. Engagement continues with our schools as well. School nurses helped disseminate info to schools/boards as well as taking advantage of the last PD days to update school staff.
- We provided JK resources and supports to all schools. We attended a few school open houses to support JK registration day.
- The school PHNs continue to support Youth Instagram as they try to match trends and share relevant information with the school community.
- School nurses continue to collaborate with school councils as well as parent councils.
- They also participated in the Pow Wow in North Cobalt as guests.

Infectious Diseases and Infection Prevention and Control:

Work Completed:

- We continued to support our local schools with IPAC resources as needed.
- We continue to make sure that THU website information for schools and child care remains up to date.
- With support from the IPAC team, the school team supported the development of parent information related to the increase in measles seen in the province. Parent information was shared with our anabaptist schools and communities as well with all our public schools.

Healthy Eating and Active Living:

Work Completed:

- We continue to share nutritional supports/resources/grants with schools as requested.
- We continue to support the schools with the NFVP and SNP programs. The dietitian is helping with coordination and evaluation of the NFVP as she works with our schools and school nurses.
- Promotion posters were updated to share with schools promoting Nutrition Month activities during March related to the Blender Bike. The school nurses supported multiple Bike Rodeos across the district.
- We promote local food bank locations and hours to schools for students and families.
- THU purchased 5 Rainbow Plate toolkits to support food neutral information. Training to be offered to the school team.
- THU continues to support the Playground Activity Leaders in Schools (PALS) program. PALS is a playground leadership program that encourages all children to participate in activities regardless of their gender, size or ability.
- AST Steering Committee working group was created to address the continuing **transportation issues** with the parent drop-off and pick-up at Central Public School.
- 3 schools/6 classes/143 students completed the **Bicycle Skills Training program** and participated in our Bike rodeos in May.
- We are moving forward with our **Activity Stencils** project on the playground at École Catholique Ste-Croix which is to be implemented over the summer.
- The municipality of Armstrong acknowledged our school safety memo and will install a **new crosswalk** this year for the students at École Catholique Assomption in Earlton.

- Attended the evening Open House at École Catholique St- Michel. The school wanted us to inform families of the addition of a **new section of the City's Active Transportation trail which will connect their school** to the Dymond subdivision.
- We supported and attended multiple community health promotion booths (Block Party, Track and Field). These booths shared information on Sun Safety and Nutrition.
- The school nurses attended Anti-Weight Stigma training and Weight Science Foundational Training.

Sexual Health and Healthy Sexuality:

Work Completed:

- THU has seen an increase in students accessing nurses during the healthy relationship clinics in 4 of 5 of our high schools. The purpose of the healthy relationship clinic is to build relationships with students by offering services that include sexual health (birth control, pregnancy tests, STI testing), healthy relationship, mental health, tobacco, and vaping supports.
- The healthy relationship clinics are being promoted via TikTok videos and on the @youthtimiskaming Instagram page. Some videos are getting around 900 views.
- From January to June 2024, 71 students have been seen by a school nurse during a healthy relationship clinic. Topic discussion during these clinics included: sexual health (distribution of condoms, pregnancy tests, STI testing, general health questions, menstrual cycle/puberty and immunization
- As part of the healthy relationship clinics, the school nurses also organize youth engagement activities and booths over lunch to engage with students.
- Curriculum support for sexual health co-teaching in some of our high schools were completed (ESCSM and Envolée du Nord).
- The school nurses attended the pride vendors fair and shared IPM information.
- The school nurses attended the SOGC contraceptive summit.

Substance Use:

Work Completed:

- We continue to support our local schools with resources and information on tobacco, vaping and cannabis as requested. We continue to share health promotion information on cannabis and vaping through school social media.
- Vaping booths were set up in our high schools with an interactive activity for students. They showcased the hairspray versus water vapors to students.
- A local high school with the support of the school nurse is working on Not An Experiment escape room.
- The school team is working with our local drug strategy to ensure supports and information is being shared with them.
- Opioid and Bullying activities were held at some of our local high schools; students were engaged with the activities (TDSS and KLDCS).
- Presentations were completed related to harm reduction on refusal strategies (drugs and alcohol).

Mental Health:

Work Completed:

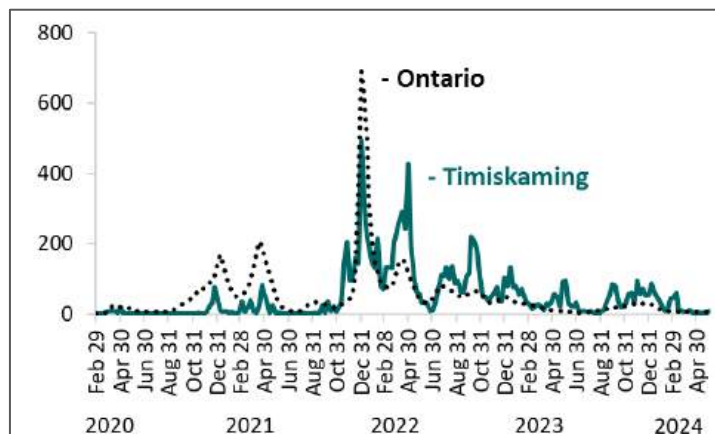
- The school nurses continue to support the RNAO Youth Wellness Initiative. The school nurses participated in the end of year celebration at EHS, this included students from all 3 DSB1 schools.
- THU supported logo development and toolkit updates related to RNAO Youth Wellness.
- The school nurses also supported health promoters with work related to Planet Youth. THU and PHU are planning meetings with DOEs to share the IPM community and school survey results (April).
- The school nurses supported different mental health activities within schools (Envolée du Nord, St. Pat's).
- We worked with Northeast Mental Health Week Coalition related to Mental Health Week.
- The school team is supporting internal ACEs and Resilience work.

Infectious and Communicable Disease Prevention and Control

Outbreaks 2024 Q1 & Q2	Number of outbreaks	Number of cases					Number of deaths
		Staff	Resident /patient	Student	Visitor	Other	
Long-Term Care & nursing homes	15	16	138	0	0	0	4
Hospitals	2	3	13	0	0	0	1
Congregate living	0	0	0	0	0	0	0
Community	0	0	0	0	0	0	0
Daycare/school	2	12	0	13	0	0	0
TOTAL	19	31	151	13	0	0	5

COVID-19 2024 Q1 & Q2 *(This will be the last COVID data update for quarterly stats)*

- 165 confirmed cases
- Outbreaks:
 - 5 Long-Term Care Home/Nursing Home
 - 2 Hospital



COVID-19 Communications:

Public and External

- Information regarding current regarding local and provincial guidance and recommendations for the public and various sectors including regulation changes were shared as appropriate via mainstream media and social media.
- The Ministry of Health updated and amended the Respiratory outbreak management guidance, this was shared with the IPAC Hub partners.
- Weekly risk assessment for all respiratory diseases were updated on our website until the closure of the wastewater monitoring program in June, and updates were paused.

Media Relations

- Media questions continued to be fielded from media locally and across the province.

Internal

- Relevant updates were shared with appropriate staff internally, via e-mails and team meetings.
- Social media pages from other Ontario health units are monitored for internal planning.

IPAC Hub:

Program work continued and relationships were strengthened with partners after the return of a PHN from leave. The PHN continued to be readily accessible to identify and prioritize Hub members' needs, followed by planning to fill the gap. Meetings continue to be held as needs arose, and updates from the province were provided as available.

Work Completed:

- Education session provided to LTCH/RH and CL partners on Tuberculosis and a Community of Practice (CoP) titled: Vaxchat: Peer led discussion on vaccination strategies in the workplace. This CoP focused on strategies used by our Hub members for increasing influenza and covid-19 vaccination uptake in their staff.
- In-person site visits provided to LTCH/RH for networking purposes and outbreak support.
- Internal team continued to meet regularly to discuss outbreaks and relevant topics.
- Participated in the Regional IPAC Hub table which was meeting every 2 months.
- Completed and submitted the monthly reporting tool on THU IPAC activities.

Variance:

- Due to ongoing vacancies, unable to complete additional IPAC audits/site visits to all congregate care settings.

Other Diseases of Public Health Significance

Reportable Diseases and Infection Control									
Client Services	2016	2017	2018	2019	2020	2021	2022	2023	2024 Q1 & Q2
Reportable Investigations (non-STI)	73	65	111	91	154	652	1,342	1,261	222
Outbreaks - Institutional	14	29	33	18	25	16	18	37	19
Outbreaks - Community	0	0	0	0	2	23	0	2	2
Animal Bite Reporting	29	85	77	72	64	62	74	51	62
Sexually transmitted infections (STI)	82	61	78	67	75	69	28	50	37
Personal service settings inspections (<i>hair salons, tattoos, piercings, aesthetics</i>)	47	50	52	49	31	10	14	17	32

- Initial steps towards TB skin testing partial divestment taken by sending a letter to HCPs advising them of the upcoming change in Q3.

Sexual Health Program:

The goal of the Sexual Health Program is to promote healthy sexuality.

Sexual health services at THU include:

- STIs and testing,
- Pregnancy testing/options counselling,
- Sexuality,
- Sexual health,
- Free condoms,
- Low-cost birth control.

Client Services	2017	2018	2019	2020	2021	2022	2023	2024
Male Clients	127	164	308	292	142	68	179	64
Female Clients	805	644	1014	690	295	137	291	139
% of clients between 12-24	-	66%	63%	56.3%	49.2%	46.8%	59.1%	39%
Contraceptives (sold)	846	198	195	72	38	29	12*	7*
Contraceptives (prescribed)	-	-	-	138	47	83	72	10
Plan B	25	23	25	16	3	13	7	2
STI Tests	201	257	329	241	102	111	186	128**
Pregnancy Tests	36	37	39	20	12	19	31	10
IUD/Pregnancy Referrals and (F/U)***	-	-	-	-	-	-	5	7
Blood-Borne Infection Tests	97	140	148	58	27	42	77	128**
Treatment Prescribed for STI	-	-	-	-	29	40	39	20
Pap tests	-	-	-	-	10	11	5	7

**this number denotes the amount of visits where contraceptives were sold, not the amount of contraceptives provided*
*** STI and STBBI are now captured under the same category to follow most appropriate and inclusive language*
****this new reporting category was added to highlight the referrals to other providers for various services not offered at THU, including terminations*

Work Completed:

- A Pap clinic was offered in the south end, and well attended.
- PHNs at both KL and NL offices continue to work together to complete contact tracing, offer STI treatment and direct clients to external providers as necessary.

Variance:

- The SH PHN continues to support the clinic twice per week to offer client services.

Immunizations

Immunization – Vaccine Safety and Vaccine Administration

COVID-19 Vaccine Program

Communications:

Continued social and traditional media and building on partnerships with community organizations to reach specific populations.

Other COVID-19 vaccine program highlights:

- Participated in bi-weekly ministry calls to learn more and plan for the end of the Spring Vaccine Campaign. Clients are going to be encouraged to wait for the Fall campaign, noting that high-risk population may still require a booster after June 30th.
- To ensure accessibility to COVID-19 vaccines, weekly clinics were offered until the end of June, when the Spring Vaccine campaign ended.
- Collaborated with pharmacy partners to ensure they had access to the COVID-19 vaccine. Our area did see a decrease in the number of pharmacies offering the vaccine, which contributed to an increase in clients accessing THU.

Routine Immunizations:

2023-2024 Universal Influenza Immunization Program:

Immunization Program					
Immunizations Administered in Office	NL	KL	ENG	Total 2023	2024
# of clients receiving immunizations	524	286	94	2130	1170
# of immunizations administered	845	487	165	4165	1942
Note: These numbers do not include Influenza Vaccine <i>Generated from PANORAMA-R07090 Immunization Administered or Wasted at Health Unit</i>					

Year	Vaccine Fridges - Cold Chain Inspections					
	KL		NL		ENG	
	Total inspections	Total failures	Total inspections	Total failures	Total inspections	Total failures
2018	15	11	32	10	5	1
2019	15	7	30	12	10	2
2020	18	11	24	3	8	1
2021	19	4	28	3	9	0
2022	19	9	25	4	8	0
2023	16	9	24	2	8	1
2024	3	3	4	2	0	0

Land Control

Septic Systems	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<i>Permits Issued</i>	131	111	124	38	66	76	106	125	93	37
<i>File Searches</i>	60	60	66	28	55	65	54	53	41	27
<i>Severance/Subdivision</i>	15	15	29	10	13	8	13	14	12	6

Safe Water

Drinking Water	2018	2019	2020	2021	2022	2023	2024
Small Drinking Water Systems	13	48	2	3	36	34	2
Recreational Water							
Public Beaches (<i>Seasonal Jul-Aug</i>)	17	17	19	0	0	17	5
Pools	18	28	8	13	8	18	8
Recreational Camps/Beachfront (<i>Seasonal Jul-Aug</i>)	9	11	0	5	9	7	0

Variance:

- The vast majority of this program’s work takes place in other quarters due to its seasonal nature.

Healthy Environments and Climate Change

We continued to analyze the findings in the climate change and health [report](#), which was completed through the collaborative project of the northeastern health units. To increase the awareness of this topic the report was released and plans for next steps have been worked on in 2023. Our approach at this point has been to use the report to assist with prioritizing health concerns related to climate change that are of a greater risk specifically in our district. In partnership with Porcupine Health Unit, THU will continue to work to identify adaptation and mitigation strategies while still leveraging the knowledge and experience of the initial group when appropriate.

Variance:

- Some initial planning has taken place in Q1 of 2024 but no firm actions have been initiated at this point in the year. Prioritizing capacity for this work remains a challenge.

Food Safety

Food Premises - Compliance Inspections										
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
High Risk	165	184	109	93	88	47	29	29	40	24
Medium Risk	206	110	187	214	192	96	60	93	122	84
Low Risk	149	204	160	129	135	62	58	126	129	74
Total	520	498	456	436	415	205	147	248	291	182

Food Handler Certifications										
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Englehart	63	26	23	75	58	3	24	10	37	25
New Liskeard/Tem	90	68	144	351	182	19	55	29	177	39
Kirkland Lake	70	41	58	127	15	34	5	12	19	5
Total	223	135	225	553	255	56	84	51	233	69

Variance: Additional opportunities will take place in Q4 for people to obtain their certification. Anyone at any time can take the on-line course as well.

Human Resource Update

The comings and goings of our colleagues



New Staff:

- Public Health Promoter, temporary to Permanent, New Liskeard (May 2024)
- Infectious Diseases/VPD Program Manager, Temporary, New Liskeard (June 2024)
- Program Assistant, Permanent, New Liskeard (July 2024)
- Epidemiologist, temporary to Permanent, New Liskeard, (July 2024)
- Bookkeeper, Casual, New Liskeard (Aug 2024)
- Public Health Promoter, temporary, New Liskeard (August 2024)
- Public Health Inspector, Temporary to Permanent, Kirkland Lake (August 2024)

Retirement:

- Program Assistant, Permanent, New Liskeard (July 2024)

Resignation:

- Infectious Diseases/VPD Program Manager, Permanent, New Liskeard (June 2024)
- Senior Public Health Inspector, Permanent, New Liskeard (July 2024)
- Public Health Promoter, temporary, New Liskeard (August 2024)
- Research, Policy, Planning, Analyst, Permanent, New Liskeard (August 2024)

Current Vacancies:

- Public Health Inspector, Permanent, District-Wide
- Registered Dietitian, Permanent, Full-Time, District-Wide
- Program Assistant, Temporary, Kirkland Lake (Dec 2024)
- Research, Policy, Planning, Analyst, Permanent, District-Wide
- Public Health Nurse-IPAC, Permanent, Full-Time, New Liskeard

Report contributors: Randy Winters –Director of Corporate & Health Protection Services, Erin Cowan –Director of Strategic Services & Health Promotion/CNO. Program Managers: Ryan Peters, Angie Manners, Amanda Mongeon, Jennifer Cardinal. Executive Assistant: Rachelle Cote.

**EARLTON-TIMISKAMING REGIONAL
AIRPORT AUTHORITY (ETRAA)
MINUTES**

Thursday, May 16, 2024
Harley Twp. Hall
New Liskeard, ON

Attendance: Doug Metson, Jeff Laferriere, Wayne Miller, Dan Perreault,
Patrick Rieux, Laurie Bolesworth, Debbie Veerman,
Pauline Archambault, Crystal Gauthier, Guy Labonte, Barbara Beachey,
James Smith

Regrets : Kerry Stewart, Sheila Randell

1. Welcome - Meeting called to order

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the meeting of May 16, 2024, be called
to order at 6:32 p.m."

Carried

2. Approval of Agenda

Moved by: Doug Metson

Seconded by: Debbie Veerman

BE IT RESOLVED THAT "the Agenda be approved as presented".

Carried

3. Approval of Minutes of Last Meeting

Moved by: Debbie Veerman

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Minutes of the Meeting held March 7, 2024
be adopted as presented."

Carried

4. Business Arising from Minutes

None

5. Financial Report

Moved by: Crystal Gauthier

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "the Finance Report for the month of April 2024
be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

6. Manager's Report

Moved by: Pauline Archambault

Seconded by: Crystal Gauthier

BE IT RESOLVED THAT "the Manager's Report for the month of April 2024 be adopted as presented and attached hereto forming part of these Minutes."

Carried

7. New Business

Moved by : Laurie Bolesworth

Seconded by : Guy Labonte

WHEREAS "draft budget was handed out to all Board Members at the March 7, 2024 meeting, for their consideration";

BE IT RESOLVED THAT "the ETRAA Board of Directors accepts the Budget prepared February 2024 for the fiscal year March 1, 2024 to February 28, 2025".

Carried

Reminder was brought up to follow purchasing and procurement policies for all large purchases. This involves getting three quotes on purchases over \$10,000.00.

Discussion took place regarding a summer student. We missed the deadline this year.

The Board is still offering to do presentations to any neighbouring municipalities who wish to support the airport.

8. Closed Session

None

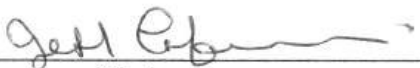
10. Adjournment

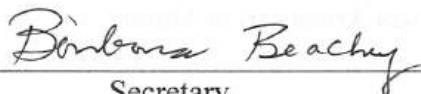
Moved by: Guy Labonte

Seconded by: Laurie Bolesworth

BE IT RESOLVED THAT "this meeting be adjourned at 7:20 p.m."

Carried


Chair


Secretary

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, June 26, 2024

7:00 p.m. in-person and via zoom

1. Call to Order

Meeting called to order by Library Board Chair Brigid Wilkinson at 7:02 p.m.

2. Roll Call

Present: Jule Booth, Joyce Elson, Nadia Pelletier-Lavigne, Erica Burkett, and Chair Brigid Wilkinson in person. Sarah Bahm, Erin Little, Melanie Ducharme and Thomas McLean via zoom.

Regrets: none

Members of the Public: 0

3. Adoption of the Agenda

Motion #2024-24

Moved by: Erica Burkett

Seconded by: Nadia Pelletier-Lavigne

Be it resolved that the Temiskaming Shores Public Library Board accepts the June 26, 2024 agenda as presented.

Carried.

Additions: none

4. Declaration of conflict of interest: None

5. Adoption of the Minutes

Motion #2024-25

Moved by: Jule Booth

Seconded by: Nadia Pelletier-Lavigne

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, April 24, 2024 as presented.

Carried.

6. Business arising from Minutes:

- a. Community meeting regarding unhoused report

7. Correspondence:

- a. From The Temiskaming Foundation. Re: May Ball and TSPL Fund cheque.

8. Secretary–Treasurer’s Report

Report, workplace inspection reports, monthly financial statement and Scotiabank Statements included in the trustees’ information packet.

Library CEO’s Report

June 4, 2024

Building: Fire Safety checks are completed on a monthly basis and reported to the Fire Prevention Officer for the City. Workplace safety inspections are completed on a monthly basis by the Library’s Health and Safety Representative.

CJTT Chats: The chats are scheduled for June 5, July 9, August 6, September 11, October 9, November 6, and December 11.

Community Meeting on Homelessness: As result of the meeting, I have been invited to sit on the Community Safety and Well Being Housing and Homelessness committee. The next meeting is on Wednesday, June 26.

Just a few notes from the meeting: 42 people attended, 11 in-person and 31 online. Representatives from DTSSAB, CMHA, Keepers of the Circle, the Salvation Army, Timiskaming Health Unit, Zack’s Crib, the City, and others spoke about the services that

are being provided to the 39 homeless individuals in the district. Of those 39 people, 5 are considered “street homeless.”

Useful information for library staff and others dealing with balancing service needs of differing clients included that Zack’s Crib is open on weekends until 4:00. The Mobile Crisis Team is likely to receive further funding to continue operating. There was some information about the City Navigator model used at Halifax and Barrie Public Libraries, where a social worker will spend time at the library branch to be able to refer individuals to services within the municipality. It was also mentioned that the Northern Star program has re-opened to provide daytime programs from 9-3 most days.

Committees:

Temiskaming Elder Abuse Task Force: I have been invited to sit on the Temiskaming Elder Abuse Task Force committee, since the library serves a large population of seniors in the area. I was not able to attend the May meeting because of a scheduling conflict, but I will attend the next meeting.

Markham Public Library Staff Conference CEO Panel: Markham Public Library is hosting a staff conference for their staff’s professional development. They have invited seven Library CEOs from across Ontario to have a panel discussion on what libraries of all sizes do to support their communities, what challenges they face, and what their leaders are looking forward to. I was one of the invitees and will be presenting via zoom on August 29.

Evacuation Site: The Keepers of the Circle have asked that the library act as an evacuation site in case of an emergency at their location. I have agreed, as the number of their staff and clients does not exceed the library’s occupancy limits.

Grants:

Conseil scolaire catholique de district des Grandes Rivières : The French Catholic School Board has donated \$500 towards the French TD Summer Reading Programs this summer.

Partnerships:

Art Gallery: Felicity Buckell from the Art Gallery has brought in and set up the paintings for the Muriel Newton-White display in the Local History area of the library. She has also provided booklets to be handed out and colouring pages of the artwork. The display will run while the exhibit is on at the Art Gallery.

Cam’s Club: Chantal Aitchison and her daughter, Kaitline Metson have contacted me to see if we can help support starting a grief support group for families who are dealing with the loss of loved ones to substance use. They have started a support group called Cam’s Club, and have taken training to be facilitators for a grief support group. The Library will support by providing resources such as self- help books, space for the meetings and advertising the meetings on social media.

DTSSAB/CMHA: staff from DTSSAB contacted me to set up times for an outreach social worker to be at the library for a few hours a week in June/July. There will also be a worker from CMHA to provide information about the resources they have. We will be having a meeting to schedule the times on June 19.

Workplace Inspections: The First Aid training is still needed for one staff member and we hope to have it scheduled soon. In the meantime we are scheduling to be sure we always have a staff member with first aid in the building while we are open.

Finances and Statistics

The Board reviewed the workplace inspection, financial and statistical reports, including the Scotiabank Statements as provided by the CEO.

Motion #2024-26

Moved by: Melanie Ducharme

Seconded by: Erin Little

Be it resolved that the Temiskaming Shores Public Library Board accepts the June 2024 Secretary-Treasurer's report, workplace inspection report and financial reports including Scotiabank statements.

Carried.

9. Committee Reports:

- a. Finance Committee: Nothing to report.
- b. Policy and Personnel Committee: Nothing to report.
- c. Strategic Planning Committee: Nothing to report.
- d. Library Services Committee: Nothing to report.

10. New Business:

- a. **2023 Annual Report for review.**
- b. **Land acknowledgement for the Library Board to use at meetings.** For information/review. There was discussion. The Library Services Committee will review for the October meeting.

- c. **Report LIB-02-2024 Fine-Free project update.** For information.
- d. **Board and staff member list.** For information. Jule Booth asked to sit on the Planning, Policy, Personnel and Publicity Committee.

11. Policy Review

- a. **Policy Col-2 Intellectual Freedom.**
- b. **Policy Col-3 Local History**
- c. **Policy Prog-1 Programming**

Motion #2024-27

Moved by: Nadia Pelletier-Lavigne

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts the Policies: Col-2 Intellectual Freedom, Col-3 Local History and Prog-1 Programming amended.

Carried

12. Adjournment

Next meeting: Wednesday, September 25 at 7:00 at the library and zoom

Adjournment by Brigid at 8:35 p.m.

Chair –

MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on June 12, 2024 at 6:30 PM

THU NL Boardroom / Microsoft Teams

1. The meeting was called to order at 6:31 pm.

2. **ROLL CALL**

Board of Health Members

Stacy Wight	Chair, Municipal Appointee of Kirkland Lake
Jesse Foley	Vice-Chair, Municipal Appointee for Temiskaming Shore (<i>video</i> , 6:49 pm)
Jeff Laferriere	Municipal Appointee for Temiskaming Shores
Curtis Arthur	Provincial Appointee
Carol Lowery	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman (<i>video</i>)
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier (<i>video</i>)
David Lowe	Provincial Appointee
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Todd Steis	Provincial Appointee (<i>video</i>)
Cathy Dwyer	Provincial Appointee

Regrets

Brian Bockus	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Mark Wilson	Municipal Appointee for Temiskaming Shores
Guy Godmaire	Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Steve McIntyre	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan

Timiskaming Health Unit Staff Members

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate and Protection Services
Erin Cowan	Director of Strategic Services and Health Promotion
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

MOTION #35R-2024

Moved by: Paul Kelly

Seconded by: David Lowe

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on June 12, 2024, as presented.

CARRIED

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

None.

5. **2023 DECEMBER YEAR-END/LAND CONTROL AUDITED FINANCIAL STATEMENTS**

MOTION #36R-2024

Moved by: David Lowe

Seconded by: Casey Owens

Be it resolved that the Board of Health approves the December Year-End and Land Control Audited Financial Statements for year 2023, as presented.

CARRIED

6. **TDAS INAUGURAL ANNUAL REPORT**

Erin Cowan presented an overview of the up-to-date progress and accomplishments of the Timiskaming Drug and Alcohol Strategy committee. The [report](#) was also shared for information purposes.

7. **APPROVAL OF MINUTES**

MOTION #37R-2024

Moved by: Jesse Foley

Seconded by: Curtis Arthur

Be it resolved that the Board of Health approves the minutes of its regular meeting held on May 1, 2024, as presented.

CARRIED

8. **BUSINESS ARISING**

None noted.

9. **REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local situation and other related updates:

- Shared a brief overview of the alpha conference, June 5-7, 2024. Health units invested in voluntary mergers are going well. No further clarity on the provincial approval timelines to date.
- Ontario Public Health Standards' review has been challenging. Erin Cowan is leading

the survey response back to the province. Will keep the board updated as more information becomes available.

- [Wildfire-related air quality](#) information: the status is now updated twice a week on THU's website. Will continue to issue important alerts as needed.
- Cassandra Plante will be taking on the temporary role of Manager of Infectious Diseases/VPD.

10. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

11. **NEW BUSINESS**

a. **PHU-THU Merger Update**

Dr. Corneil provided the following merger updates:

- i. Minutes: BOH Merger Working Group
Minutes of meeting held on March 19, 2024, were shared for information purposes.

- ii. Briefing Note: BOH Composition – Revised Proposal

MOTION #38R-2024

Moved by: Casey Owens

Seconded by: Jesse Foley

Be it resolved the Board of Health approves the revised Board of Health composition for the merged local health agency as presented.

CARRIED

- iii. PHU Motion: PHU-THU BOH Composition
PHU's motion was shared for information purposes.

- iv. Ministry Letter: Voluntary Merger Process

Shared the ministry letter, dated May 29, 2024, acknowledging PHU-THU's merger process and the upcoming provincial support in strengthening public health for the area communities.

b. **CLOSURE – TIMMINS PHO LABORATORY**

MOTION #39R-2024

Moved by: Jeff Laferriere

Seconded by: David Lowe

WHEREAS the Timiskaming Health Unit Board of Health recognizes the importance of access to diagnostic services for many community members across our vast region;

BE IT RESOLVED THAT the Timiskaming Health Unit Board of Health endorse the correspondence from Porcupine Health Unit and urge the government to further consider other opportunities before closing the Timmins public Health Laboratory site; and

FURTHER THAT a copy of the letter of support be sent to the Minister of Health, PHO President/CEO, Premier of Ontario, Chief Medical of Health, and the Ontario Boards of Health.

CARRIED

12. **CORRESPONDENCE**

MOTION #40R-2024

Moved by: Jeff Laferriere

Seconded by: Mark Wilson

Be it resolved the Board of Health acknowledges receipt of the [correspondence](#) for information purposes.

CARRIED

13. **IN-CAMERA**

None noted.

14. **RISE AND REPORT**

N/A

15. **DATES OF NEXT MEETINGS**

The next regular meeting will be held on September 4, 2024 at 6:30 pm in Kirkland Lake.

16. **ADJOURNMENT**

MOTION #41R-2024

Moved by: Paul Kelly

Seconded by: Jeff Laferriere

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:48 pm.

CARRIED

Stacy Wight, Board Chair

Rachelle Cote, Recorder

MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on September 4, 2024 at 6:30 PM

THU KL Boardroom / Microsoft Teams

1. The meeting was called to order at 6:30 pm.

2. **ROLL CALL**

Board of Health Members

Stacy Wight	Chair, Municipal Appointee of Kirkland Lake
Jesse Foley	Vice-Chair, Municipal Appointee for Temiskaming Shore (<i>video</i>)
Jeff Laferriere	Municipal Appointee for Temiskaming Shores (<i>video</i>)
Curtis Arthur	Provincial Appointee (<i>video</i>)
Carol Lowery	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman (<i>video</i>)
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Brian Bockus	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Guy Godmaire	Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Steve McIntyre	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan (<i>video</i>)
Todd Steis	Provincial Appointee (<i>video</i>)
Cathy Dwyer	Provincial Appointee (<i>video</i>)

Regrets

Mark Wilson	Municipal Appointee for Temiskaming Shores
David Lowe	Provincial Appointee
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier

Timiskaming Health Unit Staff Members

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate and Protection Services
Erin Cowan	Director of Strategic Services and Health Promotion
Rachelle Cote	Executive Assistant

Brian Bockus, municipal appointee for Township of Chamberlain, Charlton & Dack, Evanturel, Hilliard and Town of Englehart was welcomed to the meeting.

3. **APPROVAL OF AGENDA**

MOTION #42R-2024

Moved by: Casey Owens

Seconded by: Guy Godmaire

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on September 4, 2024, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

MOTION #43R-2024

Moved by: Jesse Foley

Seconded by: Casey Owens

Be it resolved that the Board of Health approves the minutes of its regular meeting held on June 12, 2024, as presented.

CARRIED

6. **BUSINESS ARISING**

None noted.

7. **REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local situation and other related updates:

- Discussed a suspect rabies case from the southern area that was acquired in the Timiskaming district. There has not been a human case in Ontario since 1967. Anticipating a lot of media attention, therefore planning media communications accordingly. The situation remains a low risk for the general population.
- Discussed a WNV case in a Timiskaming resident. The acquisition is from down south. Multiple deceased birds have been confirmed to carry the WNV. Messaging has been issued to frontline workers and preparing communications for the general public.
- Ongoing COVID activity throughout the district. A booster vaccination campaign is ramping up for the Fall/Winter season.

8. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

9. **NEW BUSINESS**

a. **PHU-THU Merger Update**

Dr. Corneil provided the following merger updates:

- i. Minutes: BOH Merger Working Group
Minutes of meeting held on May 22, 2024, were shared for information purposes.
- ii. Backgrounder: BOH Composition
Document was shared for information purposes.
- iii. Guidance Document – Shared Municipal Seats on the Board of Health

MOTION #44R-2024

Moved by: Steve McIntyre

Seconded by: Brian Bockus

Be it resolved that the Board of Health approves the Guidance Document-Shared Municipal Seats on the Board of Health as presented, and;

Further that the document be shared with the obligatory municipalities.

CARRIED

b. Northern MOH Letter on Funding Review

MOTION #45R-2024

Moved by: Guy Godmaire

Seconded by: Jeff Laferriere

Be it resolved that the Timiskaming [Board of Health supports](#) the Northern MOH letter on funding review as presented, and;

Further that the letter be shared with:

- Local municipalities
- District Members of the Provincial Parliament
- alpha
- Northern Health Units
- Dr. Kieran Moore, Chief Medical Officer of Health & Assistant Deputy Minister
- Liz Walker, Executive Lead, Office of the Chief Medical Officer of Health
- Colleen Kiel, Director, Public Health Strategic Policy, Planning and Communications Branch
- Brent Feeney, Director, Accountability and Liaison Branch
- Fiona Kouyoumdjian, Associate Chief Medical Officer of Health Wajid Ahmed, Associate Chief Medical Officer of Health

CARRIED

10. **CORRESPONDENCE**

MOTION #46R-2024

Moved by: Casey Owens

Seconded by: Todd Steis

Be it resolved the Board of Health acknowledges receipt of the [correspondence](#) for information purposes.

CARRIED

11. **IN-CAMERA**

None noted.

12. **RISE AND REPORT**

N/A

13. **DATES OF NEXT MEETINGS**

The next regular meeting will be held on October 2, 2024 at 6:30 pm in New Liskeard.

14. **ADJOURNMENT**

MOTION #47R-2024

Moved by: Guy Godmaire

Seconded by: Curt Arthur

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:12 pm.

CARRIED

Stacy Wight, Board Chair
Rachelle Cote, Recorder

Report on Planet Youth

October 2024

Councillor Mark Wilson

In the Spring, Planet Youth Timiskaming launched the findings from a survey of 555 teens across the district. The data reports are available to view on their website: www.TimiskamingYouth.ca. The site includes a district wide report, as well as regional reports for South, central, and north Timiskaming, providing localized insight into the lives and lifestyles of local grade 10 and 11 students.

While some stats are encouraging, many of the stats are cause for concern. For example, in South-Timiskaming, only 64% feel safe in their neighbourhood. Just 26% believe there are a great deal of activities for youth available in their community.

The South-Timiskaming Action Team has been disseminating the local data and engaging with youth and the wider community. Our engagement with local youth, parents, and professionals has confirmed that there are abundant services, programs, and activities for families with children in the 0-6 and 6-12 age ranges across Timiskaming. However, youth 12+ and their families often cite that programs, services, transportation, safe spaces, and a diverse range of free/affordable activities are lacking. Youth who have participated in PYT engagement opportunities often cite boredom and community culture as key determinants of substance use. Based on the results of the survey and community engagement, the team has determined three priorities that will form the basis of an action plan:

1. Increasing activities for teens (age 12-18)
2. Enhancing youths' sense of belonging and positive connection to their community
3. Increasing the community's understanding of protective factors for youth.

The team is building an action plan that includes organized after-school activities for teens. Anyone is welcome to join the team and contribute to creating healthier community environments for youth.

The team recently organized a [campfire for youth](#) at the New Liskeard waterfront on September 26 in partnership with the City to kick-off Planet Youth. The event had a great turnout, welcoming about 70 youth, primarily between the ages of 12-15 to enjoy a campfire, games, and building connections.

ROMA Report - Mark Wilson

Parry Sound Municipal Association Meeting - Sept 27, 2024

Councillor Mark Wilson

I attended a Parry Sound Municipal Association Meeting near Parry Sound on September 27 as part of my ROMA duties.

There were numerous interesting presentations on various municipal issues some of which are similar to our area.

There were presentations on the challenges of health care delivery in the Parry Sound Region which are similar to some of ours. Limited medical transportation, high senior populations and doctor and medical staff shortages. They are however working on some interesting cooperative initiatives to address some of these issues including focusing providing services through programs that focus on seamless integration of primary care. Many social service groups are cooperating to improve the system.

There was also discussion regarding a regional housing task force that is working to develop a strategy regarding improving housing supply in the Almaguin and Parry Sound region. They have construction labour shortages and there are generally low levels of developer activities. Rental and purchase markets are rising but wages are not keeping pace. There is also discussion amongst their communities about alignment of official plans and bylaws to establish some consistency within the smaller communities. There was also criticism of the provincial government which has been modifying the planning Act too much in the last number of years which is making the situation difficult for small municipalities to keep up.

With the high senior's population in the region there is a key focus on age friendly communities. These include initiatives for seniors support through various groups as well as initiatives on accessibility, housing and transport.

The event was also an excellent opportunity to discuss various municipal issues during lunch and networking sessions. It is also an opportunity to meet key government staff including staff from the Minister of Natural Resources.



Certificate of Election Results for the 2022 Election (**Appendix 01**), the next candidate was Dan Dawson with 1,421 votes.

Following the October 1, 2024 meeting, the Clerk contacted Mr. Dawson and he accepted the invitation for the appointment. A meeting with the Clerk was held on Thursday, October 3, 2024, and Mr. Dawson reaffirmed his eligibility required for the Office of Councillor, by completing a Nomination Paper – Form 1, and a Declaration of Qualification Form for Council Vacancy Candidates.

The Clerk examined the forms and was satisfied that the candidate is qualified for the office of Councillor with the City of Temiskaming Shores.

In accordance with the Council Vacancy Policy (to be adopted at the October 15, 2024 Regular Meeting), Council would pass a resolution for the Councillor appointment and confirm the appointment through By-law (**Appendix 02**). Following which, the Clerk would administer the Declaration of Office required by Subsection 232 of the Municipal Act, at the meeting where the above-noted by-law is enacted, or as directed by Council.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Mathew Bahm
Director of Recreation



Form EL08

City of Temiskaming Shores Certificate of Election Results

I hereby certify that during the municipal election held on Monday, October 24, 2022 for the offices listed below, the certified candidates received the votes that follow their respective names:

Office	Candidate	Votes
Mayor	DURRANT, Chuck	672
Mayor	LAFERRIERE, Jeff	1556
Mayor	WOODS, Darren	1088
Mayor	WOODS, Michael	59

Office	Candidate	Votes
Councillor	ANDERSON, Tricia	1282
Councillor	BLANCHARD, Jeremy	260
Councillor	CULL, Theo	1361
Councillor	DAWSON, Dan	1421
Councillor	DUCHARME, Melanie	1798
Councillor	FOLEY, Jesse	1825
Councillor	GRAYDON, Ian	1487
Councillor	HACKETT, Dan	296
Councillor	MARSHALL, Lee	915
Councillor	PELLETIER-LAVIGNE, Nadia	1758
Councillor	WHALEN, Danny	1857
Councillor	WILSON, Mark	1931

Dated this 25th day of October, 2022.

Municipal Clerk

Subject: Site Plan Agreement:
Jarlette Health Services Ltd.
Phase 2

Report No.: CS-035-2024

Agenda Date: October 15, 2024

Attachments

Appendix 01: Draft Site Plan Agreement (**Please refer to By-Law 2024-126**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-035-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Jarlette Health Services Ltd. for the property at 144 Drive In Theatre Road, for consideration at the October 15, 2024 Regular Council meeting.

Background

On March 24th, 2020, Council passed By-law 2020-015 entering into a Site Plan Control Agreement for Phase I of the development of a Long-Term Care Home on Drive In Theatre Road.

In September 2024, Staff received a second Site Plan Control application outlining Phase II of the development. Phase II proposed an additional 32 beds and 2 staff apartments. In accordance with the City's Zoning By-law, an additional 28 parking spots are proposed bringing the total to 133 spots including 7 accessible parking spots.

Analysis

The application was circulated to all departments for comments. The following comments were received and considered:

- *The Site Servicing and Stormwater Management Report that was completed indicates that Phase 2 would be 128 beds. With the reduction in size for Phase 2, I believe that no update to this report would be required.*
- *The subject lot and building are located wholly outside the MTO's permit control area (see below image). MTO would not be in a position to request a traffic study*

or a stormwater management report as conditions of our consent. We would request the studies sent to us for our own records, but they would not require our approval. Additionally, we would not issue any MTO permits for the proposed development.

- *The preliminary phase 2 site plan drawing lacks any outdoor bicycle parking. The City's official plan outlines how development should be cycling and pedestrian friendly. One aspect of that is ensuring adequate end-trip facilities for cycling.*

As the first phase of the development include the full build out, all associated studies and plans have been submitted and approved. Nothing additional is required at this time.

The application was circulated to the Temiskaming Shores Accessibility Advisory Committee (TSAAC) for review. The Committee had no concerns with the proposed development and passed the following resolution:

Moved by: Nadia Pelletier-Lavigne

Seconded by: Janice Labonte

Be it resolved that:

The Temiskaming Shores Accessibility Advisory Committee hereby acknowledges review of the site plan drawings submitted by Jones Consulting for the Jarlette – Phase II Development; and further recommends that Council ensures that the accessibility features outlined in the drawings are included in the site plan control agreement.

Based on estimates provided by the owner's engineer, security in the amount of \$10,810 for the on-site works (10% of the on-site works cost estimate) will be required to be posted with the City prior to the issuance of a building permit. The security ensures that the on-site and off-site works are completed in accordance with the approved site plan and agreement, and give the City a deposit from which to draw in case the work is not completed as proposed and approved.

Staff recommends that Council adopt a By-law to enter into a Site Plan Agreement with Jarlette Health Services Ltd. for the property at 144 Drive In Theatre Road. The agreement will be registered on title to the property at the applicant's expense.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Zoning By-law 2017-154
- Site Plan Control By-law 2018-097
- Site Plan Control Agreement 2020-015

Consultation / Communication

- Consultation with City staff as necessary
- Consultation with the applicant and consultants
- Per Section 41 of the Planning Act, public notification/circulation is not required for Site Plan Agreements.

Financial / Staffing Implications

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

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

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

Alternatives

No alternatives were considered.

Submission

Prepared and Submitted by:

“Original signed by”

Shelly Zubycck
Director of Corporate Services

Subject: Tender Award – M.T.C. - Brazeau
Municipal Drain Repair

Report No.: CS-036-2024

Agenda Date: October 15, 2024

Attachments

Appendix 01: RFQ Opening Summary

Appendix 02: Draft By-law Agreement with Pedersen Construction Inc. (**Please refer to By-law No. 2024-127**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-036-2024; and
2. 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 M.T.C. - Brazeau Municipal Drain in the amount of \$42,280.00 plus applicable taxes, for consideration at the October 15, 2024 Regular Council meeting.

Background

Drainage Superintendent, Ed Gorecki completed an inspection of the MTC - Brazeau Municipal Drain in May 2024. Heavy rains in the spring of 2024, caused flooding conditions/ high flow in the subject area, resulting in damage to the MTC – Brazeau Municipal Drain (i.e. catch basins, grass waterway erosion, and damage to the outlet area), located on privately-owned land (i.e. 998126 Highway 11).

The Superintendent returned to the site to meet with the landowner in September 2024, to identify the required repairs that would occur once the crop is off the field, and ideally with ground frost.

The Drain was originally constructed in 1983 and is a system to move water; i.e. to drain Highway 11 in Lots 8 & 9, Concessions 4&5 in Dymond Township. The municipal drain was created pursuant to By-law No. 939 by the Corporation of the Township of Dymond.; the municipality was responsible for the construction of the drainage system, and is responsible for future maintenance and repair; however, costs may be recovered from the property owners in the watershed of the drain.

The scope of the work to complete the repair includes:

- Unearth existing Catch Basin (600 mm X 600 mm) at Sta. 0+428 / Highway 11, and install additional 200 mm tubing, off set, connected to Main Drain 300 mm corrugated plastic tubing. Existing 150 mm tubing to remain also at the Catch Basin outlet. Note: The 150 mm outlet is not sufficient to handle present flow, causing backup and overflow flooding onto cropland.
- Install Rock Flow Check Dam (OPSD 219.211) 16 m length and 0.3 m high along east property line, at Sta. 0+425 to reduce overflow to grass waterway, located west of the Catch Basin at Sta 0+428.
- At Sta. 0+300, locate and investigate 600 mm X 600 mm Catch Basin (not visible) and carry out necessary repairs.
- Repair and regrade surface erosion in the grass waterway Sta, 0+300 to 0+250.
- Repairs at outlet area Sta. 0+000 to 0+020, as listed:
 - Sta. 0+000 to Sta. 0+006 replace 6 m X 400 mm dia. of collapsed outlet pipe with rodent grate and stone rip-rap.
 - Repair damaged 300 mm corrugated plastic tubing Sta. 0+006 to Sta. 0+020.
 - Repair/ fill washed out area / outlet, approximately 15 m long X 10 m wide X 3 m deep. Slope 2:1 with soil from site.
 - Import / haul approximately five (5) loads (100 tonnes) blast rock for rip-rap, installed on geotextile underlay at outlet area.
- Communication/ coordination with landowner(s) (City to provide contact details) as the work will occur on privately-owned land. Successful proponent will need to access the site over cropland (the land is presently in crop).

The Drainage Superintendent would be on site at the time of the repair to oversee the work. Under the Drainage Act, costs will be assessed to the respective landowners assessed to this Drain.

Analysis

A Request for Quotation (RFQ) was prepared and distributed to known contractors and posted on the City's website. A mandatory site visit was scheduled on September 25, 2024 and one (1) contractor attended the site. The RFQ closed on October 8, 2024 at 2:00 p.m., and one (1) quote was received, with an estimated mobilization date of November 18, 2024.

Bidder	Lump Sum Project (\$)	HST (\$)	Total (\$)
Pedersen Construction (2013) Inc.	42,280.00	5,496.40	47,776.40

The quotation was analysed for errors and/or omissions and was found to be correct and complete. The process was in keeping with the City’s Purchasing Policy (By-law 2017-015).

Relevant Policy / Legislation / City By-Law

- 2024 Corporate Services Budget
- By-Law No. 2017-015, Procurement Policy
- Drainage Act, R.S.O. 1990

Consultation / Communication

- Distribution of Request for Quotation – CS-RFQ-003-2024
- Consultation with Drainage Superintendent.

Financial / Staffing Implications

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

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

This project was not anticipated during the 2024 General Operating budget deliberations; however, as costs for maintenance are divided among the benefitting landowners and billed following completion of the work, the final cost to the City is minimal, as outlined below (exclusive of HST).

Municipal Drain	Total Project Cost	Municipal Component	City Cost	Balance to be Billed
M.T.C. – Brazeau Municipal Drain	\$42,280.00	0.832%	\$351.74	\$41,928.26

Alternatives

No alternatives were considered, as municipalities must maintain their municipal drains per the Drainage Act, R.S.O. 1990.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Mathew Bahm
Director of Recreation

Document Title: **CS-RFQ-003-2024 "MCT - Brazeau Municipal Drain Repair"**

Closing Date: **Tuesday, October 8, 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	Jeremie Latour
		Engineering Tech

Others (teleconference):

Clint Pedersen		

Bidder: Submission Pricing
Pedersen Construction (2013) Inc.

Lump sum price (Exclusive of HST):	\$42,280,00
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Bidder:

Lump sum price (Exclusive of HST):	\$
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Bidder:

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

Subject: Replacement of Highway Signs

Report No.: CS-037-2024
Agenda Date: October 15, 2024

Attachments

Appendix 1 Highway Signage 2024

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-037-2024; and
2. That Council directs staff to replace the six (6) City highway signs along Highway 11 and along Highway 65 East using the remaining funds within the 2024 Canada Community-Building Fund (\$9,802.58), and the City's marketing budget to complete the remainder of the project.

Background:

The City put up our first highway signs in the summer of 2009 to be prepared for the influx of tourists attending the International Plowing Match that Fall. These signs are now in need of replacement as they are becoming faded and the images are cracking.

Analysis:

Currently, the signs are 15 years old and were designed to last 7 to 10 years when purchased. The project was considered within the 2024 capital budget process, but did not receive sufficient staff support to be recommended to Council.

Staff received an estimate from a local sign company in late 2023, which suggested that the cost of the replacement signs would be approximately \$18,000. An updated quote has been requested from Northern Signs, who is now the sole sign manufacturer in our area. It is anticipated that the quote will be a little higher, but not significantly.

Since staff were aware that this project was of interest in 2024, the Treasurer advised that the City had a small amount remaining within the Canada Community-Building Fund (CCBF) funding for the municipality this year, and that the funds could be used toward tourism promotion. As the end of the construction season is approaching, it was recommended that we ask Council for approval to move forward with this purchase, so the signs could be erected prior to snowfall.

The design for the signs were developed in 2023 as part of the budget planning process and is attached as Appendix 1. Three designs were developed and two signs of each

design will be created and installed on our five (5) Ministry of Transportation sites along Highway 11 between North Bay and Matheson, as well as one site on Highway 65 East between New Liskeard and the Quebec border.

Financial / Staffing Implications

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

The City will be responsible to cover the cost of the sign production and installation above the \$9,802.58. The funds will be taken from the economic development marketing and promotion budget which has \$9,435.96 remaining for 2024. This amount will enable the project to be completed within 2024, and at half of the cost to ratepayers.

Alternatives

The signs could be included within the 2025 capital budget, however the City would be responsible for the entire costs of the signs.

Submission

Prepared by:	Reviewed by	Reviewed and submitted for Council's consideration by:
 "Original signed by"	 "Original signed by"	 "Original signed by"
_____ James Franks Economic Development Officer	_____ Shelly Zubyck, CHRP Director of Corporate Services	_____ Mathew Bahm Director of Recreation



TEMISK
AMAZING!

www.TemiskamingShores.ca

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Shores

This advertisement features a photograph of a person in winter gear riding a snowmobile down a snowy hill. The scene is set against a backdrop of evergreen trees and a clear sky. A blue banner at the top left contains the slogan 'TEMISK AMAZING!' in yellow and white text. The website address 'www.TemiskamingShores.ca' is printed in white on a dark blue banner at the bottom. The Temiskaming Shores logo is visible in the bottom right corner of the image area.



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This advertisement shows a red and white water slide structure with a white tower and a red slide. In the background, a large body of water is dotted with several white sailboats. The sky is blue with light clouds. A blue banner at the top left features the slogan 'TEMISK AMAZING!' in yellow and white. The website address 'www.TemiskamingShores.ca' is displayed in white on a dark blue banner at the bottom. The Temiskaming Shores logo is located in the bottom left corner of the image area.



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This advertisement depicts a wooden canoe floating on a very calm lake. The water is so still that it perfectly reflects the sky, clouds, and the surrounding green forest on the hillsides. A blue banner at the top left contains the slogan 'TEMISK AMAZING!' in yellow and white. The website address 'www.TemiskamingShores.ca' is printed in white on a dark blue banner at the bottom. The Temiskaming Shores logo is positioned in the bottom left corner of the image area.

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: October 15, 2024
Subject: GICB Grant Application
Attachments: Appendix 01 – GICB Applicant Guideline

Mayor and Council:

As part of the City's goals to minimize our energy usage, lower our carbon emissions and ultimately become net-zero by 2050, City staff have been working on a number of initiatives to meet these objectives. As part of our ongoing work on the building decarbonization pathways study, headed by WF Group, staff identified the Green and Inclusive Community Buildings program as a potential source of funding to implement energy saving measures at one or more of our buildings.

The Green and Inclusive Community Buildings program is administered by Housing, Infrastructure and Communities Canada and is a national merit-based program with the objective of improving the availability and condition of community buildings in Canada. The program advances the Federal Government's climate priorities by improving energy efficiency, reducing GHG emissions, and enhancing the climate resilience of community buildings.

City staff have been working on an application to the newest intake for the GCIB program. The GICB program is offering two streams of funding, small and medium retrofit projects with a total cost of up to \$3,000,000 and large retrofits or new builds with a total cost of over \$3,000,000.

In conjunction with our consultants WF Group, we have identified potential improvements to the Waterfront Pool and Fitness Centre (PFC) through the small and medium retrofit stream as the ideal application for the City of Temiskaming Shores.

The PFC was chosen primarily for three reasons. The building's life expectancy is over 30 years with the City utilizing the building as a community recreation facility over that time span. Secondly, the building uses a large amount of energy each year which provides an opportunity to realize substantial savings, provide a positive financial return on investment for the City and meet the savings thresholds required of the GICB program. Lastly, the building has some older HVAC equipment which is nearing the end of its useful life and will need to be replaced regardless of whether or not the City receives funding through this program.

Green and Inclusive Community Buildings

Applicant Guide

Version Date: August 2024



Housing, Infrastructure
and Communities Canada

Logement, Infrastructures
et Collectivités Canada

Canada

Aussi disponible en français sous le titre : Bâtiments communautaires verts et inclusifs - Guide du demandeur.

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Cat. No. T94-39/2021E-PDF

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What is the objective of the Green and Inclusive Community Buildings Program?

The Green and Inclusive Community Buildings (GICB) program is a national merit-based program with the objective of improving the availability and condition of community buildings in Canadian communities experiencing higher needs and who are currently underserved. At the same time, the Program helps to stimulate the economy while creating good job opportunities and aligning to the goals of Canada's strengthened climate plan.

The program advances the Government's climate priorities by improving energy efficiency, reducing GHG emissions, and enhancing the climate resilience of community buildings.

How does the program work?

In 2020, the Government of Canada announced up to \$1.5 billion in federal funding over five years to establish the GICB program. On April 16, 2024, the Government of Canada released [Budget 2024](#) which provided a \$500 million top-up and extended the program until March 2029.

Housing, Infrastructure and Communities Canada (HICC) will open a third application intake to receive project proposals on August 1, 2024, for small and medium retrofits, and on September 4, 2024, for large retrofits and new builds. Both intakes will close on October 16, 2024, at 15:00 Eastern time.

The Program supports retrofits, repairs or upgrades of existing publicly-accessible community buildings and the construction of new publicly-accessible community buildings for underserved and high-needs communities across Canada.

Community buildings are non-commercial community-oriented structures and spaces that provide open, available, and accessible community services to the public. With this Program, the Government of Canada is making investments to improve the availability and condition of community buildings – in particular in areas with populations experiencing higher needs – while also making the buildings more energy efficient, lower carbon, resilient, and high performing.

The Program focuses on publicly accessible community buildings with a recognition that these structures and spaces are at the heart of community vitality: they are the places where Canadians gather, access essential services, and learn and play. The quality, availability and location of these spaces – along with the services that they sustain – plays a meaningful role in fostering inclusion in society and combating systemic inequities.

How does this program fit in with Canada's fight against climate change?

The GICB Program is part of Canada's strengthened climate plan, which was introduced in December 2020 as the Healthy Environment and a Healthy Economy. The Program supports the first pillar of the plan by improving the places where Canadians live and gather – which will cut pollution, make life more affordable and create thousands of jobs in construction.

Funding through this Program will build and adapt community buildings to reduce carbon emissions, advance best practices to implement GHG mitigation measures, foster awareness and alignment to green building standards nationally and internationally, and encourage best practices in building design for climate change resilience, including the use of natural infrastructure (NI) or nature-based solutions (NbS). Investments in the repair and construction of community buildings will generate employment and community development opportunities, helping communities to recover from the economic impacts of COVID-19.

Who can apply to the GICB Program?

Funding under the GICB Program is provided directly by Housing, Infrastructure and Communities Canada to recipients at the local community level.

Eligible applicants include:

- A municipal or regional government established by or under provincial or territorial statute
- A provincial or territorial government
- A public sector body that is established by or under provincial or territorial statute or by regulation or is wholly-owned by a province, territory, municipal or regional government, including, but not limited to:
 - Municipally-owned corporations (e.g. autonomous organizations owned by municipalities, used to produce or deliver local public services outside the local bureaucracy, such as water management, economic development or tourism agencies)
 - A provincial or territorial organization that delivers municipal services (e.g. community health services)
 - Any other form of local governance that exists outside of the municipality description (e.g. local service districts)
- Federally or provincially incorporated not-for-profit organizations and registered charities
- Indigenous recipients
 - Indigenous Governing Body, including the following:
 - A band council within the meaning of section 2 of the [Indian Act](#)
 - A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between His Majesty the King in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation
 - A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure
 - A federally or provincially incorporated not-for-profit organization whose primary mandate is to serve Indigenous peoples (e.g. Friendship centres, aboriginal women's associations)
 - Not-for-profit Indigenous development corporations

Ineligible applicants include, but are not limited to:

- Commercial and for-profit organizations
- Individuals and private citizens
- Federal entities, including federal Crown corporations

To be considered eligible for funding, applicants must demonstrate that they have the required authority to undertake the project on the building/asset or land.

Please Note:

- The **primary contact** and the person submitting the application **must** be an employee or officer of the applicant organization, or a member of an applicant Indigenous governing body, who is duly authorized to:
 - complete the attestations contained in the application; and
 - verify that the application is complete, accurate, true, and reliable, and that it complies with GICB criteria.
- The **Secondary Contact** may be a third party engaged to support in the completion of an application (as applicable).

What kinds of projects are eligible for funding?

The GICB Program funds two types of projects:

- **Retrofits, repairs and upgrades to existing community buildings.** Retrofits are changes to an existing building/asset that seek to renovate, upgrade, or repair aspects of the building/asset in a manner that improves environmental outcomes. Retrofits must be to a facility that is fully accessible to the public and that will provide non-commercial services to the community. For a detailed description of retrofit projects and their conditions for eligibility, see the section below [“Retrofits – Applying for funding for retrofits, repair and upgrades to existing buildings.”](#)
- **The construction of new community buildings.** New builds must be of a building/asset that is open and accessible to the public and that will provide non-commercial services to the community. For a detailed description of new build projects and their conditions for eligibility, please see the section below [“New builds - Applying for funding for the construction of new community buildings.”](#)

To be eligible for funding, retrofitted and new buildings must be in areas with underserved populations experiencing higher needs and be the site of programming and/or activities that demonstrably serve these populations. Note: Outdoor facilities (such as sports fields, outdoor arenas, tennis courts, outdoor lightning) are not eligible for funding.

Types of projects and funding streams

The GICB Program has two main funding streams: a continuous, non-competitive intake for small and medium retrofits, and a scheduled, competitive intake process for large retrofits and new builds.

Continuous intake stream for small and medium **retrofit projects** across Canada.

- **Small retrofit projects** are those that range in size from \$100,000 to \$249,999 in total eligible costs.
- **Medium retrofit projects** are those that range in size from \$250,000 to \$2,999,999 in total eligible costs.

Scheduled competitive intake for **large retrofits** and **new buildings** across Canada.

- **Large retrofit projects** are those that range in size from \$3,000,000 to \$25,000,000* in total eligible costs.
- **New build projects** are those that range in size from \$3,000,000 to \$25,000,000 in total eligible costs.

**Projects in excess of \$25,000,000 may be considered on a case-by case basis.*

A minimum of 10% of the total funding envelope will continue to be allocated on a distinctions-basis to Indigenous projects being led by and for Indigenous populations and communities. Indigenous applicants are encouraged to apply through the process described above for projects of all types and sizes.

How do I apply?

Applications will be accepted **starting August 1, 2024**, for Small and Medium retrofit projects and the intake will remain open **until October 16, 2024, at 15:00 (Eastern Time)**.

Large Retrofits and New Build applications will be accepted **from September 4, 2024, until October 16, 2024, at 15:00 (Eastern Time)**. Applications can be submitted through the Housing, Infrastructure and Communities' online and accessible application portal.

Applicants who are unable to apply through the portal are asked to reach out to the GICB program team at gicbp-pbcvi@infq.gc.ca.

Eligible applicants must submit a separate application for each project they wish to have considered for funding.

In the case of multiple applications from a single applicant, applicants must provide ranking information regarding the priority of each project.

Continuous intake stream

Applications for **small and medium retrofit projects** to existing community buildings ranging in total eligible cost from \$100,000 to \$2,999,999 will be accepted on a continuous basis from **August 1, 2024, until October 16, 2024, at 15:00 (ET)**.

The selection of projects for funding is based on eligibility criteria and the achievement of a minimum merit threshold as well as the availability of funding. For more details on eligibility and merit criteria for the continuous intake stream, please see "[How will my application for retrofit funding be evaluated?](#)"

How is the size of my project determined?

The size of a project is based on total eligible costs. This figure is lower than total project costs because certain expenses will not be reimbursed by HICC (e.g., land, lease of building, staff salaries, maintenance and operations, etc.).

Please refer to the sections entitled [What costs are eligible?](#) and [What costs are ineligible?](#) to determine the federal contribution for your project and the balance of funds your organization will need to secure for your project.

The maximum federal contribution amount approved is described in the section entitled [How much of my costs will this program cover?](#) Any cost increases or overruns for the project will be the responsibility of funding recipients.

Scheduled intake stream

Applications for **large retrofit projects** to existing community buildings or **new community building projects** with total eligible costs ranging from \$3 million to \$25 million* will be accepted through a scheduled, competitive intake process **from September 4, 2024, until October 16, 2024, at 15:00 (ET)**.

**Projects in excess of \$25,000,000 may be considered on a case-by case basis.*

The selection of projects for funding is based on eligibility criteria and the competitive evaluation of applications using merit criteria. For more details on eligibility and merit criteria for the scheduled intake stream, please see "[How will my application for retrofit funding be evaluated?](#)" and "[How will my application for funding for a new building project be evaluated?](#)"

What are the minimum requirements for buildings?

The following are required for projects of all types, sizes and streams:

- The building/asset must be a non-commercial community-oriented structure or space that provides open, available, and publicly-accessible community services.
- The building/asset must be located in an area with underserved populations experiencing higher needs and be the site of the publicly-accessible programming and/or activities that demonstrably serve these populations.
- The building/asset must be an eligible asset type.
- At least two-thirds of the building/asset's floor space must be used for publicly open and accessible services. Please see section below on [Mixed-Use Buildings](#).
- The applicant must have authority over the building/asset either as the owner or have secured an agreement with the asset owner for a minimum of 6 years, to carry out the project. (**Note:** Asset ownership will be confirmed for all approved projects through the provision of a signed proof of ownership, a declaration or written authority that the applicant has permission from the owner to undertake the project.)
- Applicants must award contracts in a way that is fair, transparent and competitive. If you have or are planning to award non-competitive contracts (sole source) as part of your project, you must receive authorization from the Government of Canada for these costs to be deemed eligible for federal reimbursement. See section below on [Non-competitive Procurement \(Sole Sourcing\)](#).
- The project must be implemented no earlier than April 1st, 2021, and completed no later than March 31st, 2029.
- Applications for completed projects will not be considered for funding.
- The applicant must submit their building's energy profile, and GHG emissions using the RETScreen® Expert software (retrofits only).
- The project must not lead to an increase in the building's operational GHG emissions (retrofits only).
- Applicants for new construction projects must demonstrate that a climate risk assessment was conducted and mitigation measures are identified for the project. For retrofit projects, applicants must demonstrate that climate data was examined to identify the risks and associated mitigation measures for the project.
- The applicant must commit to securing the necessary capital to proceed if approved for federal funding.

- The applicant must attest to the manner in which the project conforms to relevant building and construction laws and regulations. This includes the completion (or planned completion) of an environmental assessment, as well as public and Indigenous consultation as may be required by federal and provincial/territorial governments.
- The applicant must attest to the manner in which the project aligns with building standards and codes that apply to the jurisdiction of the existing building and, as applicable, those set out in the section entitled [“What are the required construction standards for new buildings?”](#)
- All new build project applicants, must attest that the project will, at a minimum, meet the highest published accessibility standard(s) - as defined in the [Canadian Standards Association's Technical Standard Accessible Design for the Built Environment \(CAN/CSA B651:23\)](#), (or its most recent version), or relevant provincial or territorial building codes, or municipal by-laws.

What are the specific application requirements?

Retrofits - Applying for funding for retrofits, repairs and upgrades to existing buildings

What kinds of buildings can be retrofitted?

The GICB Program provides funding towards retrofits, repairs, and upgrades to the space of a community building that is accessible to the public and provides a community service.

The expansion or addition of 30% or greater of an existing building's footprint* is considered a new build project. Projects involving the demolition of over 30% of an existing building's footprint are also considered new build projects. Projects involving the demolition and/or rebuilding of under 30% of an existing building's footprint are considered retrofit projects.

*A building's footprint provides the outline of a building drawn along the exterior walls, with a description of the exact size, shape, and location of its foundation. Floorspace is the surface area of the floor(s) in a building.

The following community buildings/assets are eligible for retrofit projects:

- Community, culture and recreation facilities (e.g. community centres; public sports and recreation facilities; cultural buildings; libraries; child and youth centres; community adult learning centres; seniors activity centres)
- Community health and wellness facilities (e.g. food safety and security; community food storage facilities; greenhouses and food banks; community health centres; addictions and mental health centres; rehabilitation centres, etc.)
- Indigenous health and social infrastructure facilities (e.g. short-term medical recovery facilities, long-term care facilities/elders lodges, family violence and homeless shelters)
- Indigenous education facilities (e.g. schools, universities and colleges, early childhood and daycares)

What kinds of buildings cannot be retrofitted?

The following types of buildings cannot be funded under the GICB Program:

- Administrative buildings (town and city halls, courthouses, band offices, etc.)
- Hospitals, police, fire, paramedic/ambulatory stations, long-term care facilities (except Indigenous facilities specified as eligible)
- Daycare centres (except Indigenous facilities specified as eligible, or as part of a mixed-use building)
- Shelters (except Indigenous facilities specified as eligible, or as part of a mixed-use building)
- Religious facilities (places operating for religious worship, training or study, places administering or promoting organized religious activities)
- Multi-unit housing and Hospices
- Schools and post-secondary facilities, including their recreational facilities (except Indigenous facilities specified as eligible)
- Projects to be undertaken in a federally-owned building
- Public Works buildings and associated facilities (utilities, water treatment plants, etc.)

What types of retrofit measures are eligible?

Eligible retrofits must include **green** retrofit measures, and, where applicable, must include measures that increase the overall **accessibility and/or safety** of the building.

Green retrofit measures and requirements

Green retrofit measures are those that renovate, upgrade, and/or repair aspects of a physical building in a way that improves environmental outcomes.

In order to be eligible for funding consideration, all retrofit projects are encouraged to achieve at least 25% in energy efficiency improvements compared to the building's baseline energy consumption. Projects with greater energy efficiency improvements will receive a higher score and are more likely to be selected for funding.

Projects that demonstrate the ability to achieve greater GHG emission reductions relative to the building's baseline will receive a higher score.

Examples of retrofit measures could include:

- Sealing with caulking or spray foam
- Adding insulation
- Upgrading lighting systems
- Replacing window glazing
- Updating low-flow faucets with sensors and automatic shut-offs
- Installing sub-metering
- HVAC upgrades
- Implementation of new operating mechanisms such as:
 - An energy management system
 - Building automation system
 - Sensors
 - Control equipment
 - Metering equipment
- Related communication systems to support above renovations

Other examples of retrofits can include but are not limited to:

- Significant reconfigurations to the interior for the purpose of energy savings
- Roof replacement
- Climate resilience retrofits (including natural infrastructure (NI) or nature-based solutions (NbS))
- Adding or rearranging windows to increase interior sunlight
- Renewable energy retrofits
- Solar PV array
- Wind turbines
- Geothermal exchange systems

Applicants are also encouraged to consider including retrofit measures that will increase the resilience of the building to climate change impacts. For example, projects located in a high wind area might consider using wind resistant material or design, projects in areas affected by heat island effects could consider incorporating NI or NbS to enhance cooling, comfort and energy efficiency, and projects located in areas with high risks of flooding may consider flood-resilience design elements.

While resiliency measures and improvements are not required for a project, applicants must demonstrate that they have considered future potential climate impacts on their project, and the current resilience of the asset to those potential impacts.

Accessibility and/or safety retrofit measures and requirements

Retrofit measures that increase an eligible building's accessibility and/or safety are eligible under the GICB Program, as long as the project **also** meets the program's green retrofit measures criteria (e.g., ambitious energy efficiency improvements).

Please consider the [definitions](#) of "disability" and "barriers" per the [Accessible Canada Act](#) (2019) in your application.

- **Barrier:** means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

- **Disability:** means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment – or a functional limitation – whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

Accessibility measures within retrofits or renovations can include, but are not limited to the following:

- Wheelchair ramps for accessibility
- Visual fire safety devices
- Firm, slip resistant floor finishes, with no glare or busy patterns
- Widened doorways
- Washroom renovations for wheelchair access
- Automated doorways
- Tactile walking surface indicators
- Installing screen readers
- Assistive listening and communication enhancement technologies
- Constructing a universally designed office
- Smooth, ground level entrances without stairs
- Surface textures that require low force to traverse on level, less than 5 pounds force per 120 pounds rolling force
- Single-hand operation with closed fist for operable components including fire alarm pull stations
- Auditory output redundant with information on visual displays
- Visual output redundant with information in auditory output
- Choice of language on speech output
- Ramp access in swimming pools
- Instruction that presents material both orally and visually
- Labels in large print and/or braille on equipment control buttons

Retrofit projects that intend to include improved accessibility measures are encouraged to meet the [Canadian Standards Association’s Technical Standard Accessible Design for the Built Environment \(CSA/ASC B651-23\)](#) (or its most recent version) or relevant provincial or territorial building codes, or municipal by-laws.

What kinds of retrofit measures are ineligible?

The following measures and activities are **ineligible** under the GICB Program:

- Electricity and/or energy production, transmission, and distribution
 - Electricity production for sale on the market (except in jurisdictions that require energy to be sold back to the grid)
 - Transmission and distribution infrastructure (district energy)
- Low-emission fuels
 - Fuel transportation infrastructure
 - Production of low emissions fuels for sale on the market
- Research, Development and Demonstration (RD&D)

- Any RD&D projects aimed at demonstrating the effectiveness of a product of technology used as part of the project must conclude prior to the application. Any concurrent RD&D activities cannot be included in the project scope and costs. Exceptions may be given to certain technologies at the discretion of HICC.

How will my application for retrofit funding be evaluated?

Continuous and Scheduled intake (Small/medium retrofits & Large retrofits)

- Small/medium retrofit projects with total eligible project costs between \$100,000 and \$2,999,999 are evaluated on a continuous basis, with projects needing to meet or exceed a minimum merit score threshold in order to be considered for funding.
- Large retrofit projects with total eligible project costs between \$3,000,000 and \$25,000,000 are evaluated on a competitive basis, with projects being scored and ranked against one another.

Retrofit projects that meet all the mandatory eligibility criteria are evaluated based on the strength of the application and will receive a merit score in relation to the following criteria:

Located in and demonstrates the ability to serve one or more communities with high needs: Projects that provide greater benefits to high need communities will receive a higher score.

Increased accessibility: Projects that increase accessibility and projects that commit to including accessibility elements that meet the highest standards for accessibility will receive a higher score.

GHG Reductions: Projects that demonstrate the ability to achieve greater GHG emission reductions relative to the building's baseline will receive a higher score.

Energy Savings: Projects that will achieve at least 25% in energy efficiency improvements compared to the building's baseline energy consumption, as calculated with the RETScreen® Expert software, will receive a higher score.

Climate resiliency and best practices adoption: Projects that demonstrate strong climate resiliency considerations and measures will receive a higher score. Applicants must consult climate data to identify climate risks relevant to their project/building location. Projects that provide clear, reasonable and accurate detail for why climate resiliency is already addressed/not within the scope of the project will not be subject to this criterion and will be assessed relative to other project merits.

Confidence in delivery/risk: Applicants who can demonstrate strong project risk identification and propose practical mitigation measures will receive a higher score. Other factors considered under this criterion include: the amount of information provided in the budget, outcomes of community consultation(s) undertaken, permits identified/obtained, phase of the project's design.

New builds - Applying for funding for the construction of new community buildings

The construction of new community buildings is eligible under the GICB Program in cases where construction will fill a missing or distinct gap in a service requirement of high needs communities where critical community infrastructure is lacking.

What kinds of buildings can be newly constructed?

Eligible new buildings construction projects must be facilities that are accessible to the public and that provide a community service. They include the following:

- Community, culture and recreation facilities (e.g. community centres; libraries; public sports and recreation facilities; cultural buildings; child and youth centres; community adult learning centres; seniors' activity centres)
- Indigenous health and social infrastructure facilities (e.g. community health centres, long-term care facilities/elders' lodges, family violence and homeless shelters)
- Indigenous education facilities (e.g. schools, universities and colleges, early childhood and daycares)

All new building projects must be planned to be completed within the timeframe between April 1, 2021, and March 31, 2029.

What types of new buildings are ineligible?

The following types of buildings cannot be funded under the GICB Program:

- Community health and wellness facilities (e.g. food safety and security, community food storage facilities, greenhouses, and food banks; Community health centres, addiction and mental health centres, rehabilitation centres, , etc.) except Indigenous facilities specified as eligible.
- Administrative buildings (town and city halls, courthouses, band offices, etc.)
- Hospitals, police, fire, paramedic/ambulatory stations, long-term care facilities (except Indigenous facilities specified as eligible)
- Daycare centres (except Indigenous facilities specified as eligible, or as part of a mixed-use building)
- Shelters (except Indigenous facilities specified as eligible, or as part of a mixed-use building)
- Religious facilities (places operating for religious worship, training or study, places administering or promoting organized religious activities)
- Multi-unit housing and Hospices
- Schools and post-secondary facilities, including their recreational facilities (except Indigenous facilities specified as eligible)
- Projects to be undertaken in a federally-owned building
- Public Works buildings and associated facilities (utilities, water treatment plants, etc.)

What are the required construction standards for new buildings?

On June 5, 2024 the Canada Green Building Council (CAGBC) introduced the latest version v4 of its Zero Carbon Building (ZSCB) Design Standard. In accordance with the requirements set by the CAGBC, all buildings in Canada seeking the ZCB-Design Standard certification must register and certify the design of their building under the new ZCB-Design Standard v4.

All applications for New Build projects under the GICB Program's third scheduled intake will be required to meet the ZCB-Design Standard v4. Exceptions to this requirement may be granted if a project was registered for ZCB-Design v3 before September 30, 2024. Projects must register for ZCB-Design v3 before September 30, 2024, or upgrade to version 4.

New construction projects will be required to meet the minimum standards below.

Built to be net-zero carbon

- A net-zero carbon building means a highly energy efficient building that produces onsite, or procures, carbon-free renewable energy or high-quality carbon offsets in an amount sufficient to offset the annual carbon emissions associated with building materials and operation without the need for a transition plan.
- An attestation letter from a qualified registered professional (i.e. a professional engineer, architect or certified engineering technologist etc.) that verifies that the project is designed to meet the Zero Carbon Building Design Standard V4 without the need for a net-zero carbon transition plan is required. The attestation letter is intended to provide the required level of assurance that the project will be able to obtain ZCB-Design V4 certification.

[EN GICB Attestation Letter Template - Net Zero](#)

OR

Built to be net-zero-carbon-ready

- A net-zero-carbon-ready building is one that has been designed and built to a level of performance such that in accordance with a transition plan it will, i.e. with the addition of solar panels or other renewable energy technologies, achieve net-zero performance in carbon emissions.
- An attestation letter from a qualified registered professional (i.e. a professional engineer, architect or certified engineering technologist etc.) that verifies that the project is designed to meet the Zero Carbon Building Design Standard V4 with a transition plan is required. The transition plan for achieving net-zero-carbon performance is also required as part of the application.

[EN GICB Attestation Letter Template - Net Zero-Ready](#)

OR

Be exempt from net-zero-carbon and net-zero-carbon-ready and built to the highest standard

- Applicants from remote and/or Northern communities, (including all communities in the territories and typically [climate Zone 8](#) - communities with more than 7000 Heating Degree Days, as identified in the 2020 National Energy Code of Canada for Buildings) may seek an exemption to the net-zero requirement for new builds if the project is in a location where standards cannot be met due to geographical or logistical constraints.
- In cases where an applicant is seeking an exemption, their new building must be built to a 'high efficiency standard,' that will allow the building's energy performance to exceed the [2020 National Energy Code of Canada for Buildings](#), or the provincial or territorial code (where the project site is located), whichever code is the higher standard.
- An attestation letter from a qualified registered professional (i.e. a professional engineer, architect or certified engineering technologist etc.) that verifies that the building is designed to exceed the energy performance of the 2020 National Energy Code of Canada for Buildings (or the newest energy code published) or the provincial or territorial code (where the project site is located), whichever code is the higher standard, is required. The specific design measures being implemented for the building are also required as part of the application.
- [EN GICB Attestation Letter Template - Seeking Exemption](#)

What other criteria does my new building project need to meet?

Climate resiliency

To be eligible for funding, new building projects must demonstrate they have conducted a climate risk assessment and identify measures mitigating all medium and high risks. The data sources used in the risk assessment must be cited, and explanations provided for identified climate risks.

For instance, new buildings in areas prone to flooding or wildfires should take into account the effects these events can have on the building and should include resiliency measures in their building's design to mitigate the risks that these events will pose to the building and to the community.

For guidance and advice on the climate-related requirements of this program, please contact the new Climate Help Desk at <https://support-infc.canada.ca/>.

How will my application for funding for a new building project be evaluated?

All new build projects will be evaluated on a competitive basis, with projects being scored and ranked against one another.

New build projects that meet all mandatory eligibility criteria are evaluated based on the strength of the application and will receive a merit score in relation to the following criteria:

Located in and demonstrates the ability to serve one or more communities with high needs: Projects that provide greater benefits to high needs communities will receive a higher score.

Accessibility: All new build projects must meet the highest published accessibility standard(s) – as defined in the [Canadian Standards Association’s Technical Standard Accessible Design for the Built Environment \(CSA/ASC B651-23\)](#) (or its most recent version) or relevant provincial or territorial building codes, or municipal by-laws.

Zero carbon design standard: Projects that are designed to meet net-zero carbon performance without the need for a transition plan will be scored higher. Applicants may seek an exemption from this requirement, however the project will receive a lower score.

Climate resiliency and best practices adoption: Projects that demonstrate strong climate resiliency considerations and measures will be scored higher. Applicants that consult and cite climate data sources to identify climate risks relevant to their building/location will receive a higher score.

Confidence in delivery/risk: Projects that demonstrate a strong risk assessment and mitigation measures will be scored higher. Factors considered under this criterion include the amount of information provided in the budget, outcomes of any community consultation(s) undertaken, whether permits have been identified/obtained, and the internal capacity to manage and deliver the project.

Additional Information

How much of my costs will this program cover?

The GICB Program will provide funding up to the following limits of total eligible project costs:

Table 1: Project cost share, by project type and size		
Total Eligible Project Cost	General program (up to % max from program)	In the territories and for Indigenous* communities (up to % max from program)
Retrofits up to \$9,999,999	80%	100%
Retrofits costs \$10,000,000 +	60%	100%
New builds up to first \$9,999,999 of costs	60%	100%
New build costs \$10,000,000 +	50%	100%

*All Indigenous eligible recipients as defined in the terms and conditions of this program are eligible for up to 100% federal stacking.

The maximum amount permitted from all Government of Canada sources is 100% of eligible costs.

The maximum amount permitted from Canadian governments combined (including municipal, provincial and territorial) is 100% of eligible costs.

Note:

- **Applicants are responsible for considering inflation when deciding on project costs for projects.**
- The application of the maximum level of funding provided by the program towards eligible costs will be implemented on a marginal dollar value basis whereby the total eligible project costs up to the first \$9,999,999 will have the higher maximum % funding rate applied and for every dollar above \$10,000,000 the lower % rate applied. For example: a retrofit project with \$12,000,000 in eligible costs would be provided a maximum of $\$9,999,999 \times .80 + \$2,000,001 \times .60 = (\$7,999,999.20) + (\$1,200,000.60) = \$9,199,999.80$ in funding from GICB towards eligible costs.

Special Consideration: Applicants are responsible for considering Government of Canada funding program eligibility criteria and funding limits as project costs cannot necessarily be stacked or duplicated across multiple programs.

If you have applied for, or have received funding from any other Housing, Infrastructure and Communities Canada (HICC) program, you are advised to email program officials at gicbp-pbcvi@infcc.gc.ca.

When will I know if I my project has been selected for funding?

Applicants are able to track the status of their application using the online application portal. Once a decision has been made on project funding, HICC will notify successful and unsuccessful applicants of the outcome of the process. If a project is approved for funding, HICC will contact the project's primary contact and indicate next steps for moving forward with a funding agreement. This notification does not necessarily guarantee that federal funding will be provided. Funding may be subject to certain conditions, such as the completion of an environmental impact assessment, regulatory authorization/permits, or consultations with Indigenous Peoples.

How will I receive funding?

Funding amounts will be determined based on an assessment of the recipient's planned activities and budget submission, previous financial performance and capacity of the recipient to achieve results.

Funding will be provided as contributions for all GICB projects.

What is the maximum amount payable under this program?

The maximum amount allocated to any project under this program will up to \$25 million in contribution funding.

Larger retrofits and new build projects (above \$25 million in total eligible costs) may also be considered in cases where the federal investment can be effectively delivered by March 31, 2029, either to complete the project or bring the project to a next phase of funding for completion where the investments are secured.

What costs are eligible?

Eligible costs are those considered by Housing, Infrastructure and Communities Canada to be direct and necessary for the successful implementation of an eligible project. Eligible expenditures for contribution funding under the GICB program are as follows:

- costs that are incurred between April 1, 2021, and March 31, 2029
- costs to build, renovate, expand or improve fixed capital assets and community buildings
- fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the renovation, expansion or improvement work or new builds of eligible infrastructure, including planning and energy audit costs
- costs of environmental assessments, monitoring and follow up activities as required by the *Impact Assessment Act* or equivalent legislation
- costs associated with a public announcement and official ceremony or of required temporary or permanent signage that includes the cost of creation and posting of signage
- costs for the purpose of Indigenous consultation/engagement activities
- other costs that are considered to be direct and necessary for the successful implementation of the project and that are approved in advance by the Government of Canada
- salaries, wages and other incremental costs (i.e. materials or equipment) of the recipient provided that:
 - the recipient confirms and substantiates that it is not economically feasible to tender a contract
 - the costs are incurred and directly in respect to the work that would have been subject of the contract, and
 - costs are approved in advance and are included (in a contribution agreement)

Applicable to Indigenous and not-for-profit recipients only:

- legal fees (excluding those related to litigation) up to the amount specifically identified within contribution agreement.

What costs are ineligible?

Ineligible costs include:

- project costs incurred prior to April 1, 2021, or after March 31, 2029
- services or work that is normally provided by the recipient or a related party

- salaries and other employment benefits of any employees of the recipient except as outlined above in Eligible Project Expenditures
- in-kind contributions (goods or services)
- taxes, such as GST and HST, for which the recipient is eligible for a tax rebate and all other costs eligible for rebates
- cost of leasing of equipment by the recipient except for as indicated in eligible costs above
- legal fees (except as specifically indicated as eligible for Indigenous non-government and not-for-profit recipients)
- purchase or lease of real property (land or building), or any interest therein, and related costs
- collateral on mortgage financing and payment of interest charges
- structural renovations not specific to the project
- costs related to marketing activities and business promotion
- costs for activities intended to directly influence/lobby governments
- operations and maintenance costs, and
- other costs not specifically related for the project.

How will I be reimbursed for eligible project costs?

Contributions

Eligible project costs can be reimbursed to the recipient if a contribution agreement is signed between Housing, Infrastructure and Communities Canada and the recipient, and once all application payment conditions have been met.

RETScreen® software requirements

About RETScreen®

Developed by Natural Resources Canada (NRCAN), the software is free to download and works as a comprehensive 'design support tool' for energy efficiency, renewable energy and cogeneration project feasibility analysis, as well as ongoing energy performance analysis.

A completed RETScreen® Assessment provides an overview of your building's current or baseline energy consumption, fuel consumption, energy cost savings, GHG emissions reductions, and the financial viability and risk analysis of a proposed project.

All retrofit projects applying for funding under the GICB Program **are required** to submit their building's energy profile, and GHG emissions using the RETScreen® Expert software.

Applicants are required to enter information regarding their building and project into RETScreen® including: site location, building characteristics, current or baseline energy consumption, proposed measures, project costs, etc.

Please consult [Using RETScreen for your GICB application with HICC](#) to complete your draft RETScreen. Applicants are encouraged to consult Natural Resources Canada at RETScreen@nrcan-rncan.gc.ca for advice and clarification prior to submitting their RETScreen Assessment.

New build projects may create a RETScreen® profile for their building(s) as well, but it **is not required**.

For more information, please visit the [RETScreen® Capacity Building Page](#).

Non-competitive Procurement (Sole Sourcing)

Are non-competitive procurement processes (“sole-source” contracts) allowed?

The Department of Housing, Infrastructure and Communities does not need to approve non-competitive contracts under \$40K for goods and/or \$100K for services, although Recipients are encouraged to award all contracts in a way that is fair, transparent and competitive.

When non-competitive contracts are necessary for the implementation of a project and they are above the specified thresholds, HICC's approval of the contract as an eligible expenditure is required for the expense to be considered eligible under the GICB program.

The Minister of Housing, Infrastructure and Communities may approve non-competitive contracts that:

- have a value below \$500,000; or
- are with a public sector entity; or
- can only be performed by one person or entity; or
- are with an Indigenous Recipient; or
- are with an Indigenous organization and or governing body and there is a benefit to an Indigenous community.

If you are seeking a non-competitive procurement process outside of the Minister's delegation cited in the program's Terms and Conditions, HICC will need to seek approval from the Treasury Board of Canada (TB).

Obtaining Ministerial and/or Treasury Board approval is a lengthy and resource-intensive process that may take several months and will require a strong rationale for the non-competitive procurement process as well as more complex and in-depth information requirements.

Mixed Use Buildings

Community buildings often serve multiple purposes and can include uses that are not eligible as stand-alone buildings. For example, a community centre could include a portion of its space for a daycare, or a building could also provide some offices for administrative use but include a majority of the space for a community hall. As noted above, at least two-thirds of the building or asset's floor space must be used for publicly open and accessible services in order to be eligible. This permits some flexibility in determining eligibility of mixed-use buildings.

Note that the amount of funding requested may be adjusted to account for the amount of space that is used for publicly open and accessible services. Furthermore, some types of buildings

remain ineligible (e.g., hospitals, police, fire, paramedic/ambulatory stations, schools and post-secondary facilities).

Environmental assessments

An Environmental Assessment ensures that project impacts are carefully reviewed before a federal department or agency recommends whether a proposed project may proceed. Depending on where the project is located and the potential for adverse effects, an environmental assessment may be required prior to undertaking construction activities.

Applicants are responsible for providing information to determine whether their project may require an impact assessment under the federal [Impact Assessment Act \(IAA\)](#), or an environmental assessment under Modern Treaties or Northern Regimes. If you are unsure of the legislative responsibilities, please consult the appropriate provincial or territorial government for environmental assessment requirements and the Impact Assessment Agency of Canada's (IAAC's) [website](#) for the basics of federal environmental assessment requirements. Under the IAA, projects may be designated (s.8) or may be subject to requirements if they are on federal lands (s.82).

Environmental assessment requirements must be met for the project to proceed. Costs of environmental assessment, monitoring and follow up activities as required by the IAA or equivalent legislation are eligible expenditures and applicants should include these costs in their overall funding request.

Indigenous Consultation

The Government of Canada may have a legal duty to consult with, and if applicable, accommodate, Indigenous Peoples when it contemplates conduct that might adversely impact Aboriginal or treaty rights. These rights include, but are not limited to, the right to hunt, fish, and practice traditional activities and ceremonies. Housing, Infrastructure and Communities Canada will assess potential impacts of projects on these constitutionally protected Aboriginal and treaty rights to ensure that those affected are properly notified, consulted and, where required, accommodated.

While the duty to consult is an obligation that rests with the Crown, the Government of Canada will expect funding recipients under the GICB program to carry out certain procedural aspects of consultation on a proposed project, where appropriate (e.g. providing notification letters to, and organizing consultation sessions with, Indigenous communities that will be affected by the proposed project). Costs associated with engagement and consultation, including those costs incurred by Indigenous peoples whose rights are potentially impacted by the project, are eligible expenditures and applicants should include these costs in their overall funding request.

Reporting and audit requirements

All recipients of contribution funding must provide reports to Housing, Infrastructure and Communities Canada. The terms of reporting requirements will be set out in project funding agreements. These may include any of the following: annual and final reports, status and progress updates, financial reports and evaluation reports. Annual and final reports will include,

at minimum, information regarding the implementation progress of the retrofit or new building project and details of project funding and their management.

Recipients undertaking projects with total eligible project costs of \$10,000,000 and above will be required to report on Community Employment Benefits (CEB) to provide public reporting on the employment and procurement opportunities achieved with a range of target groups (e.g., apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, small-sized, medium-sized and social enterprises) as detailed in the CEB Guidance. The framework for CEB has been designed to encourage recipients to consider measures to increase access for specified groups to employment through their projects while ensuring compliance with all trade obligations. Recipients with projects below this threshold are also invited to report on these targets, but are not required to do so.

Reports on progress toward climate-focused objectives can be created through the RETScreen® Expert software by inputting the building's new energy consumption information into the building's profile. At minimum, the report should include the building's net energy savings and net GHG emission reductions. Exact requirements regarding eligibility to hire an external third party to conduct reporting on behalf of the recipient(s) will be included in the contribution agreements with recipients. Housing, Infrastructure and Communities Canada will monitor approved projects to ensure that funds are used in accordance with the terms and conditions of the contribution agreement.

Recipients will be required to conduct and submit one audit over the course of the contribution agreement, carried-out by an independent third party. Housing, Infrastructure and Communities Canada will reserve the right to review and audit recipients as deemed necessary.

Endorsement

In order for Housing, Infrastructure and Communities Canada to provide funding, projects must be duly authorized or endorsed by a resolution of Council, Band or Board of Directors, as applicable. The resolution must be received before a contribution agreement can be executed.

Disposal of assets

If at any time within six (6) years from the date of completion of the project, the recipient of project funding under the GICB Program sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset funded, in whole or in part, with the financial assistance contributed under the terms of the program, the recipient will have the responsibility to inform Housing, Infrastructure and Communities Canada and the recipient may be required, at the department's discretion, to repay the federal government contribution in full or in part. Contribution agreements will include clauses on the disposal of asset period.

Privacy and Confidentiality

The information provided by an applicant in their application and under any other form will be used by the Government of Canada for the review, evaluation and selection of applications under the Green and Inclusive Community Buildings Program, that is administered and

managed by Housing, Infrastructure and Communities Canada, and/or for confirming past federal funding sought by the applicant.

Federal government institutions are bound by the requirements of the [Access to Information Act](#) and the [Privacy Act](#), as well as the [Library and Archives Canada Act](#). These laws apply to the use, disclosure and retention of information (such as personal, confidential or other) under the control of federal government institutions.

Applicants should note that Housing, Infrastructure and Communities Canada may consult and share the information provided in applications with other federal government institutions or other organizations for the purpose of assisting the department with project reviews and evaluations, determining eligibility under other federal government programs, and confirming past federal funding sought by an applicant. Housing, Infrastructure and Communities Canada may also use and disclose the information to external experts (e.g., scientific, technical, financial, marketing, or commercialization), hired by the Government of Canada under contract with confidentiality obligations, for the purpose of assisting the department with project reviews and evaluations and/or determining eligibility under other federal government programs.

In submitting an application, applicants are consenting to such uses, sharing and disclosures of the information for the purposes described above. Applicants are invited to clearly identify in their application the provision of any information that contains trade secrets, is confidential or that if disclosed, could reasonably be expected to result in material financial loss or gain to, or to prejudice the competitive position of, a third party, or, to interfere with contractual or other negotiations of a third party, as outlined in section 20 of the *Access to Information Act*. Once a funding agreement is signed, the name of the successful applicant, location, date of approval, the funding amount, and the project description may be proactively disclosed to the public.

Any questions?

If you have any questions about the Green and Inclusive Community Buildings Program that were not answered by this guide, please contact the GICB program team at gicbp-pbcvi@infcc.gc.ca.

Version Date: August 2024

Subject: Disposal of Recycling Carts Update **Report No.:** PW-028-2024
Agenda Date: October 15, 2024

Attachments

Appendix 01: Draft Purchase Agreement (**Please refer to By-law No. 2024-120**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-028-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc. (GFL) for the purchase of 4,685 – 95 gallon recycling carts in the amount of \$ 125,000.00 plus applicable taxes for consideration at the October 15, 2024 Regular Meeting of Council.

Background

As Council is aware, the City of Temiskaming Shores is scheduled to transition the Blue Box Program (recycling collection, transportation and processing) to Full Producer Responsibility on January 1, 2025.

As a result of this transition, all of the 95-gallon recycling carts will become stranded assets for the City. Our records indicate that there are currently 4,685 of these carts in use for curbside collection.

In 2014 the City commenced the enhanced curbside collection program where 4,499 recycling carts were purchased for a total of \$ 297,518.87 (delivery and distribution included) plus HST. Since that time, the City has purchased 240 additional carts for a total of \$ 19,345.20 (delivery included) plus HST. The total money spent over this 10-year period equals \$ 316,864.07 plus HST.

On August 26, 2024, Circular Materials Ontario provided notification that GFL has been chosen as the preferred proponent to provide collection services in our area.

At the Committee of the Whole Meeting held on October 1, 2024. Council declared the recycling carts surplus and directed staff to enter negotiations for the sale of said carts.

Analysis

Staff met with GFL on numerous occasions to discuss an appropriate sale price for the recycling carts. It was indicated to staff that they have purchased carts from other municipalities that have already transitioned in where GFL is responsible for collection. The purchase prices ranged between \$10-\$15/cart.

In the City’s situation, the majority (96%) of the carts in use are 10 years old. Although there is only a 10 year warranty on the carts from the manufacturer, the life expectancy is around 10-20 years. Staff utilized this premise during negotiations to determine a fair and equitable price for both parties.

As a result, both parties agreed to a lump sum amount of \$ 125,000.00 for the purchase of the 4,685 – 95 gallon recycling carts in service. This equates to \$ 26.68/cart and represents approximately 40% of the overall expenses paid to date by the City for the purchase of recycling carts. With delivery and distribution subtracted from the overall expenses the purchase price represents approximately 53% of the value of the recycling carts in service.

It is staff’s recommendation that Council agrees to enter into a sale agreement with GFL for the purchase of 4,685 – 95 gallon recycling carts in the amount of \$ 125,000.00.

Should Council agree, the effective date of the agreement would be October 15, 2024 and the service commencement date would be January 1, 2025. This means that the City will have the right to full use of the carts up until January 1, 2025. Payment of the Carts will take place on January 1, 2025 or next business day. Appendix 01 outlines the draft purchase agreement.

Relevant Policy / Legislation / City By-Law

- Disposal of Surplus and Obsolete Assets Policy, By-law No. 2012-157
- Ontario Regulation 391/21

Consultation / Communication

- Consultation with the Senior Management Team
- Administrative Report PW-027-2024

Financial / Staffing Implications

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

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

There are no financial implications to the 2024 budget as the funds will not be received until 2025. In speaking with the Treasurer, it is staff's recommendation that the revenue be placed in the general reserve fund.

Climate Considerations

There are no related climate implications.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Mathew Bahm
Director of Recreation

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2024-115

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$1,043,727.00 TOWARDS THE COST OF THE ALBERT STREET FULLRECONSTRUCTION PHASE 1.

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$1,043,727.00 dated November 01, 2024 and maturing on November 01, 2039, and be payable in quarterly instalments of combined equal principal and diminishing

interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$1,043,727.00 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined of principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$1,043,727.00 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$1,043,727.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated November 01, 2024, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.21% per annum and mature during a period of 15 year(s) years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by November 01, 2039 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in

each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or

defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

Read a first and second time this 15th day of October, 2024.

Read a third time and finally passed this 15th day of October, 2024.

Jeff Laferriere
Mayor

Logan Belanger
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2024-115

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2024-017	Albert Street Full Reconstruction Phase 1	\$1,043,727.00	\$0.00	\$1,043,727.00	15 year(s)

Schedule "B" to By-law Number 2024-115

No. 2024-115

\$1,043,727.00

CANADA
Province of Ontario
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 4.21% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2039), the principal amount of

ONE MILLION FORTY THREE THOUSAND SEVEN HUNDRED TWENTY SEVEN DOLLARS

----- (\$1,043,727.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (November 01, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.21% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-115 of the Municipality duly passed on the 15th day of October, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2024.

INTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE

Jeff Laferriere, Mayor

INTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE

[SEAL] _____
Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$1,043,727.00 dated November 01, 2024 and maturing on November 01, 2039 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2024

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 01, 2025 and ending on November 01, 2039, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of

such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" To By-Law Number 2024-115

Loan.....: 2966
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 1,043,727.00
 Rate.....: 04.2100
 Term.....: 15 Years
 Compound.: Quarter
 Matures..: 11/01/2039

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2025	28,470.97	17,395.45	11,075.52	1,026,331.55
2	05/01/2025	27,931.24	17,395.45	10,535.79	1,008,936.10
3	08/01/2025	28,101.78	17,395.45	10,706.33	991,540.65
4	11/01/2025	27,917.19	17,395.45	10,521.74	974,145.20
5	02/01/2026	27,732.60	17,395.45	10,337.15	956,749.75
6	05/01/2026	27,216.94	17,395.45	9,821.49	939,354.30
7	08/01/2026	27,363.41	17,395.45	9,967.96	921,958.85
8	11/01/2026	27,178.82	17,395.45	9,783.37	904,563.40
9	02/01/2027	26,994.23	17,395.45	9,598.78	887,167.95
10	05/01/2027	26,502.65	17,395.45	9,107.20	869,772.50
11	08/01/2027	26,625.05	17,395.45	9,229.60	852,377.05
12	11/01/2027	26,440.45	17,395.45	9,045.00	834,981.60
13	02/01/2028	26,255.86	17,395.45	8,860.41	817,586.15
14	05/01/2028	25,882.67	17,395.45	8,487.22	800,190.70
15	08/01/2028	25,886.68	17,395.45	8,491.23	782,795.25
16	11/01/2028	25,702.09	17,395.45	8,306.64	765,399.80
17	02/01/2029	25,517.50	17,395.45	8,122.05	748,004.35
18	05/01/2029	25,074.07	17,395.45	7,678.62	730,608.90
19	08/01/2029	25,148.31	17,395.45	7,752.86	713,213.45
20	11/01/2029	24,963.72	17,395.45	7,568.27	695,818.00
21	02/01/2030	24,779.13	17,395.45	7,383.68	678,422.55
22	05/01/2030	24,359.78	17,395.45	6,964.33	661,027.10
23	08/01/2030	24,409.94	17,395.45	7,014.49	643,631.65
24	11/01/2030	24,225.35	17,395.45	6,829.90	626,236.20
25	02/01/2031	24,040.76	17,395.45	6,645.31	608,840.75
26	05/01/2031	23,645.49	17,395.45	6,250.04	591,445.30
27	08/01/2031	23,671.58	17,395.45	6,276.13	574,049.85
28	11/01/2031	23,486.98	17,395.45	6,091.53	556,654.40
29	02/01/2032	23,302.39	17,395.45	5,906.94	539,258.95
30	05/01/2032	22,993.40	17,395.45	5,597.95	521,863.50
31	08/01/2032	22,933.21	17,395.45	5,537.76	504,468.05
32	11/01/2032	22,748.62	17,395.45	5,353.17	487,072.60
33	02/01/2033	22,564.02	17,395.45	5,168.57	469,677.15
34	05/01/2033	22,216.91	17,395.45	4,821.46	452,281.70
35	08/01/2033	22,194.84	17,395.45	4,799.39	434,886.25

36	11/01/2033	22,010.25	17,395.45	4,614.80	417,490.80
37	02/01/2034	21,825.66	17,395.45	4,430.21	400,095.35
38	05/01/2034	21,502.62	17,395.45	4,107.17	382,699.90
39	08/01/2034	21,456.47	17,395.45	4,061.02	365,304.45
40	11/01/2034	21,271.88	17,395.45	3,876.43	347,909.00
41	02/01/2035	21,087.29	17,395.45	3,691.84	330,513.55
42	05/01/2035	20,788.33	17,395.45	3,392.88	313,118.10
43	08/01/2035	20,718.10	17,395.45	3,322.65	295,722.65
44	11/01/2035	20,533.51	17,395.45	3,138.06	278,327.20
45	02/01/2036	20,348.92	17,395.45	2,953.47	260,931.75
46	05/01/2036	20,104.14	17,395.45	2,708.69	243,536.30
47	08/01/2036	19,979.74	17,395.45	2,584.29	226,140.85
48	11/01/2036	19,795.15	17,395.45	2,399.70	208,745.40
49	02/01/2037	19,610.55	17,395.45	2,215.10	191,349.95
50	05/01/2037	19,359.75	17,395.45	1,964.30	173,954.50
51	08/01/2037	19,241.37	17,395.45	1,845.92	156,559.05
52	11/01/2037	19,056.78	17,395.45	1,661.33	139,163.60
53	02/01/2038	18,872.19	17,395.45	1,476.74	121,768.15
54	05/01/2038	18,645.46	17,395.45	1,250.01	104,372.70
55	08/01/2038	18,503.00	17,395.45	1,107.55	86,977.25
56	11/01/2038	18,318.41	17,395.45	922.96	69,581.80
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58	05/01/2039	17,931.17	17,395.45	535.72	34,790.90
59	08/01/2039	17,764.63	17,395.45	369.18	17,395.45
60	11/01/2039	17,580.04	17,395.45	184.59	0.00

1,378,917.86 1,043,727.00 335,190.86

No. 2024-115

\$1,043,727.00

C A N A D A
Province of Ontario
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 4.21% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2039), the principal amount of

ONE MILLION FORTY THREE THOUSAND SEVEN HUNDRED TWENTY SEVEN
DOLLARS

----- (\$1,043,727.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (November 01, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.21% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-115 of the Municipality duly passed on the 15th day of October, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2024

Jeff Laferriere, Mayor

[SEAL] _____
Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____ by: _____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$1,043,727.00 dated November 01, 2024 and maturing on November 01, 2039 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2024

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 01, 2025 and ending on November 01, 2039, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan.....: 2966
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 1,043,727.00
 Rate.....: 04.2100
 Term.....: 15 Years
 Compound.: Quarter
 Matures..: 11/01/2039

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2025	28,470.97	17,395.45	11,075.52	1,026,331.55
2	05/01/2025	27,931.24	17,395.45	10,535.79	1,008,936.10
3	08/01/2025	28,101.78	17,395.45	10,706.33	991,540.65
4	11/01/2025	27,917.19	17,395.45	10,521.74	974,145.20
5	02/01/2026	27,732.60	17,395.45	10,337.15	956,749.75
6	05/01/2026	27,216.94	17,395.45	9,821.49	939,354.30
7	08/01/2026	27,363.41	17,395.45	9,967.96	921,958.85
8	11/01/2026	27,178.82	17,395.45	9,783.37	904,563.40
9	02/01/2027	26,994.23	17,395.45	9,598.78	887,167.95
10	05/01/2027	26,502.65	17,395.45	9,107.20	869,772.50
11	08/01/2027	26,625.05	17,395.45	9,229.60	852,377.05
12	11/01/2027	26,440.45	17,395.45	9,045.00	834,981.60
13	02/01/2028	26,255.86	17,395.45	8,860.41	817,586.15
14	05/01/2028	25,882.67	17,395.45	8,487.22	800,190.70
15	08/01/2028	25,886.68	17,395.45	8,491.23	782,795.25
16	11/01/2028	25,702.09	17,395.45	8,306.64	765,399.80
17	02/01/2029	25,517.50	17,395.45	8,122.05	748,004.35
18	05/01/2029	25,074.07	17,395.45	7,678.62	730,608.90
19	08/01/2029	25,148.31	17,395.45	7,752.86	713,213.45
20	11/01/2029	24,963.72	17,395.45	7,568.27	695,818.00
21	02/01/2030	24,779.13	17,395.45	7,383.68	678,422.55
22	05/01/2030	24,359.78	17,395.45	6,964.33	661,027.10
23	08/01/2030	24,409.94	17,395.45	7,014.49	643,631.65
24	11/01/2030	24,225.35	17,395.45	6,829.90	626,236.20
25	02/01/2031	24,040.76	17,395.45	6,645.31	608,840.75
26	05/01/2031	23,645.49	17,395.45	6,250.04	591,445.30
27	08/01/2031	23,671.58	17,395.45	6,276.13	574,049.85
28	11/01/2031	23,486.98	17,395.45	6,091.53	556,654.40
29	02/01/2032	23,302.39	17,395.45	5,906.94	539,258.95
30	05/01/2032	22,993.40	17,395.45	5,597.95	521,863.50
31	08/01/2032	22,933.21	17,395.45	5,537.76	504,468.05
32	11/01/2032	22,748.62	17,395.45	5,353.17	487,072.60
33	02/01/2033	22,564.02	17,395.45	5,168.57	469,677.15
34	05/01/2033	22,216.91	17,395.45	4,821.46	452,281.70
35	08/01/2033	22,194.84	17,395.45	4,799.39	434,886.25
36	11/01/2033	22,010.25	17,395.45	4,614.80	417,490.80
37	02/01/2034	21,825.66	17,395.45	4,430.21	400,095.35
38	05/01/2034	21,502.62	17,395.45	4,107.17	382,699.90
39	08/01/2034	21,456.47	17,395.45	4,061.02	365,304.45

40	11/01/2034	21,271.88	17,395.45	3,876.43	347,909.00
41	02/01/2035	21,087.29	17,395.45	3,691.84	330,513.55
42	05/01/2035	20,788.33	17,395.45	3,392.88	313,118.10
43	08/01/2035	20,718.10	17,395.45	3,322.65	295,722.65
44	11/01/2035	20,533.51	17,395.45	3,138.06	278,327.20
45	02/01/2036	20,348.92	17,395.45	2,953.47	260,931.75
46	05/01/2036	20,104.14	17,395.45	2,708.69	243,536.30
47	08/01/2036	19,979.74	17,395.45	2,584.29	226,140.85
48	11/01/2036	19,795.15	17,395.45	2,399.70	208,745.40
49	02/01/2037	19,610.55	17,395.45	2,215.10	191,349.95
50	05/01/2037	19,359.75	17,395.45	1,964.30	173,954.50
51	08/01/2037	19,241.37	17,395.45	1,845.92	156,559.05
52	11/01/2037	19,056.78	17,395.45	1,661.33	139,163.60
53	02/01/2038	18,872.19	17,395.45	1,476.74	121,768.15
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55	08/01/2038	18,503.00	17,395.45	1,107.55	86,977.25
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58	05/01/2039	17,931.17	17,395.45	535.72	34,790.90
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60	11/01/2039	17,580.04	17,395.45	184.59	0.00

1,378,917.86 1,043,727.00 335,190.86

CERTIFICATE OF THE CLERK

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 15 year(s), 4.21% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the aggregate principal amount of \$1,043,727.00 for the capital work(s) of the Municipality, authorized by Debenture By-law Number 2024-115 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the October 15, 2024 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.

2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.

3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.

4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

[AFFIX SEAL]

Logan Belanger, Clerk

CERTIFICATE OF THE TREASURER

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 15 year(s), 4.21% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$1,043,727.00, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-115 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Stephanie Léveillé, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before November 01, 2024, I as Treasurer, signed the fully registered serial debenture numbered 2024-115 in the aggregate principal amount of \$1,043,727.00, dated November 01, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before November 01, 2024, the OILC Debenture was signed by Jeff Laferriere, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Jeff Laferriere, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

[AFFIX SEAL]

Stephanie Léveillé, Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of Stephanie Léveillé, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Logan Belanger, Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2024-116

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$382,500.06 TOWARDS THE COST OF THE GRANT DRIVE EXTENSION.

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$382,500.06 dated November 01, 2024 and maturing on November 01, 2034, and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the

first day of November, commencing on February 1, 2025 in each of the years 2025 to 2034 both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$382,500.06 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined of principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$382,500.06 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$382,500.06, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated November 01, 2024, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 3.90% per annum and mature during a period of 10 year(s) years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by November 01, 2034 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2034 both inclusive on the terms hereinafter set forth;

save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.

10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of

the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

Read a first and second time this 15th day of October, 2024.

Read a third time and finally passed this 15th day of October, 2024.

Jeff Laferriere
Mayor

Logan Belanger
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2024-116

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2024-017	Grant Drive Extension	\$413,429.00	\$0.00	\$382,500.06	10 year(s)

Schedule “B” to By-law Number 2024-116

No. 2024-116

\$382,500.06

C A N A D A
Province of Ontario
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 3.90% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2034), the principal amount of

THREE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS AND SIX
CENTS

----- (\$382,500.06) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2034 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (November 01, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.90% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-116 of the Municipality duly passed on the 15th day of October, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2024.

INTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE

Jeff Laferriere, Mayor

INTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE

[SEAL] _____
Stephanie Léveill , Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$382,500.06 dated November 01, 2024 and maturing on November 01, 2034 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2034 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2024

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 01, 2025 and ending on November 01, 2034, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of

such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" To By-Law Number 2024-116

Loan.....: 2964
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 382,500.06
 Rate.....: 03.9000
 Term.....: 120
 Compound.: Quarter
 Matures..: 11/01/2034

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2025	13,322.59	9,562.56	3,760.03	372,937.50
2	05/01/2025	13,109.04	9,562.56	3,546.48	363,374.94
3	08/01/2025	13,134.59	9,562.56	3,572.03	353,812.38
4	11/01/2025	13,040.58	9,562.56	3,478.02	344,249.82
5	02/01/2026	12,946.58	9,562.56	3,384.02	334,687.26
6	05/01/2026	12,745.30	9,562.56	3,182.74	325,124.70
7	08/01/2026	12,758.58	9,562.56	3,196.02	315,562.14
8	11/01/2026	12,664.58	9,562.56	3,102.02	305,999.58
9	02/01/2027	12,570.58	9,562.56	3,008.02	296,437.02
10	05/01/2027	12,381.55	9,562.56	2,818.99	286,874.46
11	08/01/2027	12,382.58	9,562.56	2,820.02	277,311.90
12	11/01/2027	12,288.57	9,562.56	2,726.01	267,749.34
13	02/01/2028	12,194.57	9,562.56	2,632.01	258,186.78
14	05/01/2028	12,045.40	9,562.56	2,482.84	248,624.22
15	08/01/2028	12,006.57	9,562.56	2,444.01	239,061.66
16	11/01/2028	11,912.57	9,562.56	2,350.01	229,499.10
17	02/01/2029	11,818.57	9,562.56	2,256.01	219,936.54
18	05/01/2029	11,654.07	9,562.56	2,091.51	210,373.98
19	08/01/2029	11,630.57	9,562.56	2,068.01	200,811.42
20	11/01/2029	11,536.56	9,562.56	1,974.00	191,248.86
21	02/01/2030	11,442.56	9,562.56	1,880.00	181,686.30
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23	08/01/2030	11,254.56	9,562.56	1,692.00	162,561.18
24	11/01/2030	11,160.56	9,562.56	1,598.00	152,998.62
25	02/01/2031	11,066.56	9,562.56	1,504.00	143,436.06
26	05/01/2031	10,926.58	9,562.56	1,364.02	133,873.50
27	08/01/2031	10,878.55	9,562.56	1,315.99	124,310.94
28	11/01/2031	10,784.55	9,562.56	1,221.99	114,748.38
29	02/01/2032	10,690.55	9,562.56	1,127.99	105,185.82
30	05/01/2032	10,574.07	9,562.56	1,011.51	95,623.26
31	08/01/2032	10,502.55	9,562.56	939.99	86,060.70
32	11/01/2032	10,408.55	9,562.56	845.99	76,498.14
33	02/01/2033	10,314.55	9,562.56	751.99	66,935.58
34	05/01/2033	10,199.09	9,562.56	636.53	57,373.02
35	08/01/2033	10,126.54	9,562.56	563.98	47,810.46

36	11/01/2033	10,032.54	9,562.56	469.98	38,247.90
37	02/01/2034	9,938.54	9,562.56	375.98	28,685.34
38	05/01/2034	9,835.35	9,562.56	272.79	19,122.78
39	08/01/2034	9,750.54	9,562.56	187.98	9,560.22
40	11/01/2034	9,654.20	9,560.22	93.98	0.00

458,975.31 382,500.06 76,475.25

No. 2024-116

\$382,500.06

CANADA
Province of Ontario
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 3.90% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2034), the principal amount of

THREE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS AND SIX CENTS

----- (\$382,500.06) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2034 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (November 01, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.90% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-116 of the Municipality duly passed on the 15th day of October, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2024

Jeff Laferriere, Mayor

[SEAL] _____
Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$382,500.06 dated November 01, 2024 and maturing on November 01, 2034 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2034 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2024

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 01, 2025 and ending on November 01, 2034, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of

such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan.....: 2964
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 382,500.06
 Rate.....: 03.9000
 Term.....: 120
 Compound.: Quarter
 Matures..: 11/01/2034

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
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28	11/01/2031	10,784.55	9,562.56	1,221.99	114,748.38
29	02/01/2032	10,690.55	9,562.56	1,127.99	105,185.82
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40 11/01/2034	9,654.20	9,560.22	93.98	0.00

	458,975.31	382,500.06	76,475.25	

CERTIFICATE OF THE CLERK

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year(s), 3.90% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$382,500.06 for the capital work(s) of the Municipality, authorized by Debenture By-law Number 2024-116 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the October 15, 2024 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.

2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.

3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.

4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

[AFFIX SEAL]

Logan Belanger, Clerk

CERTIFICATE OF THE TREASURER

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year(s), 3.90% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the aggregate principal amount of \$382,500.06, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-116 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Stephanie Léveillé, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before November 01, 2024, I as Treasurer, signed the fully registered serial debenture numbered 2024-116 in the aggregate principal amount of \$382,500.06, dated November 01, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before November 01, 2024, the OILC Debenture was signed by Jeff Laferriere, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Jeff Laferriere, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

[AFFIX SEAL]

Stephanie Léveillé, Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of Stephanie Léveillé, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Logan Belanger, Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2024-117

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$544,009.04 TOWARDS THE COST OF THE NEW FIRE STATION HLBY.

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$544,009.04 dated November 01, 2024 and maturing on November 01, 2039, and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the

first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$544,009.04 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined of principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$544,009.04 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$544,009.04, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated November 01, 2024, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.21% per annum and mature during a period of 15 year(s) years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by November 01, 2039 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last

instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.

10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of

the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

Read a first and second time this 15th day of October, 2024.

Read a third time and finally passed this 15th day of October, 2024.

Jeff Laferriere
Mayor

Logan Belanger
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2024-117

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2024-017	New Fire Station Hlby	\$855,077.48	\$0.00	\$544,009.04	15 year(s)

Schedule "B" to By-law Number 2024-117

No. 2024-117

\$544,009.04

CANADA
Province of Ontario
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 4.21% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2039), the principal amount of

FIVE HUNDRED FORTY FOUR THOUSAND NINE DOLLARS AND FOUR CENTS

----- (\$544,009.04) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (November 01, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.21% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-117 of the Municipality duly passed on the 15th day of October, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2024.

INTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE

Jeff Laferriere, Mayor

INTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE

[SEAL] _____
Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$544,009.04 dated November 01, 2024 and maturing on November 01, 2039 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2024

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 01, 2025 and ending on November 01, 2039, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of

such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

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18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

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Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" To By-Law Number 2024-117

Loan.....: 2965
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 544,009.04
 Rate.....: 04.2100
 Term.....: 180
 Compound.: Quarter
 Matures..: 11/01/2039

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2025	14,839.58	9,066.82	5,772.76	534,942.22
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33	02/01/2033	11,760.77	9,066.82	2,693.95	244,803.98
34	05/01/2033	11,579.85	9,066.82	2,513.03	235,737.16
35	08/01/2033	11,568.35	9,066.82	2,501.53	226,670.34

36	11/01/2033	11,472.13	9,066.82	2,405.31	217,603.52
37	02/01/2034	11,375.92	9,066.82	2,309.10	208,536.70
38	05/01/2034	11,207.55	9,066.82	2,140.73	199,469.88
39	08/01/2034	11,183.50	9,066.82	2,116.68	190,403.06
40	11/01/2034	11,087.28	9,066.82	2,020.46	181,336.24
41	02/01/2035	10,991.07	9,066.82	1,924.25	172,269.42
42	05/01/2035	10,835.25	9,066.82	1,768.43	163,202.60
43	08/01/2035	10,798.65	9,066.82	1,731.83	154,135.78
44	11/01/2035	10,702.43	9,066.82	1,635.61	145,068.96
45	02/01/2036	10,606.22	9,066.82	1,539.40	136,002.14
46	05/01/2036	10,478.63	9,066.82	1,411.81	126,935.32
47	08/01/2036	10,413.80	9,066.82	1,346.98	117,868.50
48	11/01/2036	10,317.58	9,066.82	1,250.76	108,801.68
49	02/01/2037	10,221.37	9,066.82	1,154.55	99,734.86
50	05/01/2037	10,090.65	9,066.82	1,023.83	90,668.04
51	08/01/2037	10,028.94	9,066.82	962.12	81,601.22
52	11/01/2037	9,932.73	9,066.82	865.91	72,534.40
53	02/01/2038	9,836.52	9,066.82	769.70	63,467.58
54	05/01/2038	9,718.35	9,066.82	651.53	54,400.76
55	08/01/2038	9,644.09	9,066.82	577.27	45,333.94
56	11/01/2038	9,547.88	9,066.82	481.06	36,267.12
57	02/01/2039	9,451.67	9,066.82	384.85	27,200.30
58	05/01/2039	9,346.04	9,066.82	279.22	18,133.48
59	08/01/2039	9,259.24	9,066.82	192.42	9,066.66
60	11/01/2039	9,162.87	9,066.66	96.21	0.00

718,716.42 544,009.04 174,707.38

No. 2024-117

\$544,009.04

C A N A D A
Province of Ontario
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 4.21% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2039), the principal amount of

FIVE HUNDRED FORTY FOUR THOUSAND NINE DOLLARS AND FOUR CENTS

----- (\$544,009.04) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (November 01, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.21% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-117 of the Municipality duly passed on the 15th day of October, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2024

Jeff Laferriere, Mayor

[SEAL] _____
Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____ by: _____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$544,009.04 dated November 01, 2024 and maturing on November 01, 2039 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 1, 2025 in each of the years 2025 to 2039 both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2024

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including

the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.

7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, first day of May, first day of August and on the first day of November, commencing on February 01, 2025 and ending on November 01, 2039, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a)

paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
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15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

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32	11/01/2032	11,856.98	9,066.82	2,790.16	253,870.80
33	02/01/2033	11,760.77	9,066.82	2,693.95	244,803.98
34	05/01/2033	11,579.85	9,066.82	2,513.03	235,737.16
35	08/01/2033	11,568.35	9,066.82	2,501.53	226,670.34
36	11/01/2033	11,472.13	9,066.82	2,405.31	217,603.52
37	02/01/2034	11,375.92	9,066.82	2,309.10	208,536.70
38	05/01/2034	11,207.55	9,066.82	2,140.73	199,469.88
39	08/01/2034	11,183.50	9,066.82	2,116.68	190,403.06

40	11/01/2034	11,087.28	9,066.82	2,020.46	181,336.24
41	02/01/2035	10,991.07	9,066.82	1,924.25	172,269.42
42	05/01/2035	10,835.25	9,066.82	1,768.43	163,202.60
43	08/01/2035	10,798.65	9,066.82	1,731.83	154,135.78
44	11/01/2035	10,702.43	9,066.82	1,635.61	145,068.96
45	02/01/2036	10,606.22	9,066.82	1,539.40	136,002.14
46	05/01/2036	10,478.63	9,066.82	1,411.81	126,935.32
47	08/01/2036	10,413.80	9,066.82	1,346.98	117,868.50
48	11/01/2036	10,317.58	9,066.82	1,250.76	108,801.68
49	02/01/2037	10,221.37	9,066.82	1,154.55	99,734.86
50	05/01/2037	10,090.65	9,066.82	1,023.83	90,668.04
51	08/01/2037	10,028.94	9,066.82	962.12	81,601.22
52	11/01/2037	9,932.73	9,066.82	865.91	72,534.40
53	02/01/2038	9,836.52	9,066.82	769.70	63,467.58
54	05/01/2038	9,718.35	9,066.82	651.53	54,400.76
55	08/01/2038	9,644.09	9,066.82	577.27	45,333.94
56	11/01/2038	9,547.88	9,066.82	481.06	36,267.12
57	02/01/2039	9,451.67	9,066.82	384.85	27,200.30
58	05/01/2039	9,346.04	9,066.82	279.22	18,133.48
59	08/01/2039	9,259.24	9,066.82	192.42	9,066.66
60	11/01/2039	9,162.87	9,066.66	96.21	0.00

718,716.42 544,009.04 174,707.38

CERTIFICATE OF THE CLERK

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 15 year(s), 4.21% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the aggregate principal amount of \$544,009.04 for the capital work(s) of the Municipality, authorized by Debenture By-law Number 2024-117 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the October 15, 2024 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.

2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.

3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.

4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

[AFFIX SEAL]

Logan Belanger, Clerk

CERTIFICATE OF THE TREASURER

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 15 year(s), 4.21% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the aggregate principal amount of \$544,009.04, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-117 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Stephanie Léveillé, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before November 01, 2024, I as Treasurer, signed the fully registered serial debenture numbered 2024-117 in the aggregate principal amount of \$544,009.04, dated November 01, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before November 01, 2024, the OILC Debenture was signed by Jeff Laferriere, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Jeff Laferriere, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2024.

[AFFIX SEAL]

Stephanie Léveillé, Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of Stephanie Léveillé, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Logan Belanger, Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-118

**Being a by-law to adopt the 2024-2025 Winter Operations Plan 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-025-2024 at the October 1, 2024 Committee of the Whole meeting and directed staff to finalize the 2024-2025 Winter Operations Plan and directed staff to prepare the necessary by-law for consideration at the October 15, 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 the 2024-2025 Winter Operations Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of October, 2024.

Mayor

Clerk



City of Temiskaming Shores

Public Works Department Operations Division

Winter Operations Plan 2024 – 2025

Right-of Way Roadways, Sidewalks and City-owned Lands

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Purpose

This Winter Operations Plan sets out a policy and procedural framework for ensuring that the Corporation of the City of Temiskaming Shores continuously improves on the effective delivery of winter maintenance services and the management of road salt used in winter maintenance operations, as outlined in Environment Canada's Code of Practice for the Environmental Management of Road Salts.

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised. As specified in the Code of Practice for the Environmental Management of Road Salts, the Winter Operations Plan for the Corporation of the City of Temiskaming Shores is endorsed by City Council.

Definitions

Anti-icing means the application of liquid de-icers directly to the road surface in advance of a winter event. (The City does not apply de-icing agents to the road surface in advance of a winter event.)

De-icing means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

Highway includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Paved Road is a road with an asphalt surface, concrete surface, composite pavement, or portland cement.

Pre-treat means the application of liquids (calcium chloride, sodium chloride, etc.) to dry sand or salt prior to being loaded for storage or applied to the road surface.

Pre-wetting means the application of liquids (calcium chloride, sodium chloride, etc.) at the spinner of the truck just prior to application to the road surface.

Surface Treated Road is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

Unpaved Road is a road which has a surface that does not meet the definition of a paved road. The road surface may be dirt, rock, gravel, or other non-solidified material and may have a dust palliative applied.

Winter Event is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc. to which a winter event response is required.

Winter Event Response is a series of winter maintenance activities performed in response to a winter event.

- **Continuous Winter Event Response** is a response to a winter event with full deployment of workforce and equipment that plow/salt/sand the entire system.
- **Spot Winter Event Response** is a response to a winter event with only a part deployment of workforce and equipment or with full deployment to only part of the system.

Winter Event Response Hours are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.

1.0 Objective

The objective of the **2024 - 2025 Winter Operations Plan** is to define standards to be maintained and procedures to be followed, to reduce the hazards resulting from winter snow and ice, in order to maintain the City's roadways, sidewalks and lands in a safe condition.

Winter operations standards establish levels of service for snow and ice control across the city, for various classes and priorities of roadways and sidewalks, to ensure the safe and efficient movement of vehicles, people, goods and services through our community. The standards recognize the difference in traffic conditions and associated risk management on the various classes of roadways and sidewalks. Additionally, the standards indicate that levels of service may not be met until after the end of a winter storm or snowfall event.

Winter operations procedures indicate the actions to be taken in order to maintain the above noted standards. The procedures, in conjunction with the standards, recognize that the winter maintenance measures cannot be carried out on all roadways and sidewalks at the same time, and due to the associated risk management, must follow the priorities as defined by the classification of the roadways and sidewalks.

Notwithstanding the Corporation of the City of Temiskaming Shores is committed to improving winter maintenance operations while continuing to ensure public

safety. The Corporation of the City of Temiskaming Shores will optimize the use of winter maintenance materials containing chlorides on most municipal roads while striving to minimize negative impacts to the environment. The Corporation of the City of Temiskaming Shores public works staff will strive, insofar as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the resources established by the Council of the Corporation of the City of Temiskaming Shores.

2.0 Policy Statement

The Corporation of the City of Temiskaming Shores will provide efficient and cost-effective winter maintenance to ensure, insofar as reasonably practicable, the safety of users of the municipal road network in keeping with applicable provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- adhering to the procedures contained within the Winter Operations Plan;
- reviewing and upgrading the Winter Operations Plan on an annual basis to incorporate new technologies and new developments;
- committing to ongoing winter maintenance staff training and education; and
- monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Operations Plan.

3.0 Responsibilities

The Manager of Transportation Services is ultimately responsible for winter maintenance operations within the City of Temiskaming Shores. The Superintendent of Transportation Services, reporting to the Manager of Transportation Services, is directly responsible for winter maintenance operations. The Superintendent of the operations division has front line management level responsibilities, for directing the winter maintenance operations.

Winter operations are carried out by a combination of full-time road employees and, as required, contractor services, including four Heavy Equipment Operator / Crew Leaders, 1 Heavy Equipment Operator, one Shop Clerk, one PW Clerk, twelve Equipment Operators and Five Water and Sewer Operators reporting to the two Superintendents.

The Heavy Equipment Operator / Crew Leader or Patrol Person working evening shift, night shift or weekend shifts will be required to carry "*on-duty*" cell phones that will receive emergency calls re-directed from the Public Works main complex telephone system during their respective shifts. It is the responsibility of that person to contact the Superintendent or his approved alternate or Managers, to act on the emergency accordingly.

The Crew Leader or Patrol Person will be responsible to contact the Superintendent, or his approved alternate, to arrange for additional operators and equipment, as may be required, to ensure that the roads are cleared of ice and snow in accordance with this plan.

4.0 Winter Maintenance Program

4.1.0 The System Maintained

The major activities related to winter maintenance are:

- snow plowing
- salt /sand application
- salt and sand storage
- snow removal snow storage
- sidewalk plowing and de-icing

The Corporation of the City of Temiskaming Shores is responsible for winter maintenance on:

Paved Roads	210 lane km
Surface Treated Roads	35.1 lane km
Unpaved Roads	172.2 lane km
Sidewalks	40.3 km*
Paths and Trails	9 km

***Note: Not all municipal sidewalks are maintained during Winter Operations, See Appendix B-01 and 02.**

For the purposes of this winter operations plan, the highways under the jurisdiction of the Corporation of the City of Temiskaming Shores have been classified (Class 2, 3,4, 5 & 6) as per the following table which is based on the Classification of Highways table included in O.Reg. 239/02 (as amended by O.Reg. 366/18).

Classification of Highways

Average Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
53,000 or more	1	1	1	1	1	1	1
23,000 – 52,999	1	1	1	2	2	2	2
15,000 – 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

For the purposes of the table above to this section, the average daily traffic on a highway or part of a highway under the jurisdiction of the Corporation of the City of Temiskaming Shores shall be determined:

- a. by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- b. by estimating the average daily two-way traffic on the highway or part of the highway.

The table below summarizes the road system in the Corporation of the City of Temiskaming Shores as follows:

	Paved (L Km.)		Surface Treated (L Km.)		Unpaved (L Km.)	
	Rural	Urban	Rural	Urban	Rural	Urban
Class 1	0	0	0	0	0	0
Class 2	11.9	28.67	0	0	0	0
Class 3	12.12	7.13	3.22	0	0	0
Class 4	6.87	50.71	10.45	1.91	0	0
Class 5	4.29	77.54	0	11.14	40.9	11.34
Class 6	1.01	7.67	7.7	0.6	107.71	13.14

4.2.0 Level of Service

The Corporation of the City of Temiskaming Shores provides the following level of service during the winter maintenance season, in response to a winter event as described in O. Reg 239/02 and as amended by O. Reg 366/18.

Patrolling

- (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section.
- (2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions.
- (3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities.
- (4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. of the Regulation.

Patrolling Frequency

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

Weather monitoring

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the

weather, both current and forecast to occur in the next 24 hours, once per calendar day.

Snow accumulation, roadways

- (1) The minimum standard for addressing snow accumulation on roadways is,
 - (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table below, to deploy resources as soon as practicable to address the snow accumulation; and
 - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres.
- (2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table below, the roadway is deemed to be in a state of repair with respect to snow accumulation.
- (3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
 1. Patrolling highways.
 2. Performing highway maintenance activities.
 3. Supervising staff who perform activities described in paragraph 1 or 2.
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
 - (a) performing an actual measurement;
 - (b) monitoring the weather; or
 - (c) performing a visual estimate.

- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
 - (a) plowing the roadway;
 - (b) salting the roadway;
 - (c) applying abrasive materials to the roadway;
 - (d) applying other chemical or organic agents to the roadway;
 - (e) any combination of the methods described in clauses (a) to (d).
- (6) This section does not apply to that portion of the roadway,
 - (a) designated for parking;
 - (b) consisting of a bicycle lane or other bicycle facility; or
 - (c) used by a municipality for snow storage.

Snow Accumulation - Roadways

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

Snow accumulation, significant weather event

- (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1 of the Regulation; and
 - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate

to do so.

- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

Ice formation on roadways and icy roadways

- (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
 1. Monitor the weather in accordance with section 3.1 of the Regulation.
 2. Patrol in accordance with section 3 of the Regulation.
 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.
- (2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.
- (3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires after the

municipality becomes aware of the fact that a roadway is icy.

- (4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand.

Ice Formation Prevention

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

Treatment of Icy Roadways

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

Icy roadways, significant weather event

- (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,
- (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.
- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

Snow accumulation on sidewalks

- (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,
 - a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
 - b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.
- (2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.
- (3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.
- (5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,
 - (a) plowing the sidewalk;
 - (b) salting the sidewalk;
 - (c) applying abrasive materials to the sidewalk;
 - (d) applying other chemical or organic agents to the sidewalk; or
 - (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks, significant weather event

- (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

Ice formation on sidewalks and icy sidewalks

- (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,
 - (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
 - (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.
- (2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

- (3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

Icy sidewalks, significant weather event

- (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

Winter sidewalk patrol

- (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.
- (2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

Closure of a highway

- (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.
- (2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,
 - (a) when a municipality passes a by-law to close the highway or part of the highway; and
 - (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

Declaration of significant weather event

A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.
2. By making an announcement on a social media platform, such as Facebook or Twitter.
3. By sending a press release or similar communication to internet, newspaper, radio or television media.

4. By notification through the municipality's police service.
5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

4.3.0 Winter Maintenance Season

The winter maintenance season within which the Corporation of the City of Temiskaming Shores will perform winter highway maintenance commences **on or about November 1, 2024, and is completed on or about April 15, 2025.**

4.4.0 Winter Preparations

In the months prior to the start of the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores undertakes the following tasks to prepare for the upcoming winter season.

4.4.1 Prior to the Winter Season

Prior to the winter season, if required, prepare and call tenders for the supply of materials (salt, sand, liquid), replacement parts (for plows, solid and liquid application equipment), value added meteorological services (VAMS) and contract equipment (plow trucks, spreader trucks, combination units). Prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Conduct a mandatory training session for staff and contract operators where all policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions will be discussed. Any issues resulting from the meeting with regard to the policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions shall be resolved either at the meeting or prior to the winter season.
2. Train winter patrollers (or staff whose duties also include patrolling) on the route of representative roads to be patrolled between winter events, their duties during a winter event, recording keeping requirements and callout procedures and the de-icing chemicals to be applied for the forecast weather conditions.
3. Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs
4. Arrange for the delivery of materials (salt, sand and liquid solution) and begin filling storage facilities. If liquid solution is mixed on site, begin mixing and filling storage tanks.

5. Confirm that all guiderail, catch basin, hazard and fire hydrant markers, if any, are in place. Any missing markers will be replaced prior to the winter session.

4.4.2 One Month Prior to the Winter Season

One month prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Prepare the winter shift schedule in accordance with the municipality's collective agreement, if any.
2. Assign equipment to staff.
3. Calibrate material application equipment.
4. Allow operators (staff and contract) time to familiarize themselves with any new equipment, material application rates, material application equipment and their route (driving the route and noting obstacles along the route).
5. Assign staff to monitor weather forecasts on a daily basis. Assign night patrol shift if forecast indicates an overnight winter event is probable. The patrol person will be authorized to initiate a winter event response if conditions warrant a response.
6. Have 25 % of the fleet ready to respond to a winter event.
7. Have sufficient staff available to operate the fleet if conditions warrant a winter event response.

4.4.3 Two Weeks Prior to the Winter Season

Two weeks prior to the winter season the Corporation of the City of Temiskaming Shores will;

1. If required, begin regularly scheduled night patrol of representative roads that are maintenance Class 2 and 3 roads, as deemed necessary.
2. Review and discuss the winter shift schedule in accordance with the municipality's collective agreement, if any.
2. Have the required complement of the fleet ready to respond to a winter event.
3. Have staff available to operate the required complement of the fleet if conditions warrant a winter event response

4.4.4 Start of the Winter Season

At the start of the winter season the Corporation of the City of Temiskaming Shores will;

1. Implement the winter shift schedule.
2. Begin patrolling representative roads in all maintenance classes.
3. Respond to winter events as per the winter operations plan.

4.5.0 Winter Patrol

During the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores carries out a winter patrol on a route of representative roads **twice daily, 7 days a week**. Between winter events a patrol of representative roads will occur during daylight hours and a second night patrol will be also be scheduled. The purpose of the patrol is to monitor and record weather and road conditions and mobilize winter maintenance operators and equipment should a winter event be observed and a winter event response is required. On the approach of a winter event or during a winter event the route of representative roads may be modified, insofar as reasonably practicable, depending on the type and severity of winter event or the direction from which the storm approaches.

The patrol person will be familiar with local conditions in their patrol area, and prepare a condition log of road and weather conditions as well as any actions taken during the shift. The winter patrol schedule parallels the designated winter season.

4.6.0 Operations

4.6.1 Staffing and Hours of Work

Four (4) regular crews for Public Works staff will be scheduled during the “Winter Operations Season” on a rotating basis. The winter maintenance season will commence on or about November 1st and finish on or about April 15th of each year. The start and finish dates of the winter maintenance season may be adjusted by management due to weather conditions.

Shift “ D ” Days	6:30 am to 3:00 pm
Shift “ N ” Nights	10:00 pm to 6:30 am
Shift “ E ” Evenings	3:00 pm to 11:30 pm

Crew	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	N	N	N	N	N	OFF	OFF
2	OFF	D,EP	D, EP	D, EP	D, EP	D, EP	OFF
3	DP, EP	D,	D	D	D	D, NP	NP
4	OFF	D,	D	D	D	D,	DP,EP

The Public Works staff will share the requirements of the winter maintenance shift duties. Each day and night shift (Sunday night to Friday day shift) should, at minimum, consist of one Heavy Equipment / Crew Leader, three Operators / Laborers and one Water / Sewer Operator. Evening and weekend patrol shifts shall consist of, at minimum, one Public Works staff person.

This schedule provides for 24 hours per day – 7 days per week operational coverage during the winter maintenance season and will improve response times during and after winter storm events.

A one-half hour lunch break will be provided beginning at 12:00 pm during the day shift and a ½ hour lunch break beginning at 3:00 am during the night shift and at 7:00 p.m. during the evening shift. All non-paid break periods do not include travel time to and from the work site.

From 6:30 am Monday to 3:00 pm Friday, the Road Superintendent or his approved alternate will provide the legislated road patrol requirements with the purpose of being informed of weather and roadway conditions.

From 3:01 pm Friday to 6:29 am Monday, the weekend day, evening and night shift Patrol Person or Heavy Equipment Operator / Crew Leader will provide the legislated road patrol requirements during their respective shifts with the purpose of being informed of weather and roadway conditions. These same Patrol Persons or Crew Leaders shall carry the “on-duty” cell phone and will respond to emergency calls. It is the responsibility of these individuals to contact to Superintendent or his approved alternate to arrange for additional operators, workforce or equipment as may be required.

A worker’s normal scheduled shift may be changed by a supervisor or his alternate at any time provided the supervisor or his alternate so advises the employee by no later than 4 hours after the completion of the employees last regularly scheduled shift.

Two, fifteen minute paid “coffee breaks” will be permitted through the shift period, the first break two hours after the shift start time and the other break two hours after the scheduled lunch break period. The fifteen-minute paid break period does not include travel time to and from the work site.

4.6.1.1 Minimum Crew Size

A minimum number of operators are required to ensure compliance with this winter operations plan. Therefore, restrictions on time off will be governed by the limitations of the following chart.

Operator classification	Limitation
Heavy Equipment Operator	1 of 4
Equipment Operator	4 of 12
Water/Sewer Operators	2 of 4
Equipment Mechanic	1 of 2
Supervisors and Clerk	2 of 4

- But no more than two workers off per shift crew.

This limitation on time off will allow for a total of 14 workers available to deal with winter events. The supervisor will determine the need to re-schedule worker’s shifts, if workers need to be held back on overtime or called-in so that the Public Works Department can provide for the necessary operators for a full winter event response. The use of part-time workers, supervisors and mechanics is available only as provided for in the current Collective Agreement.

4.6.1.2 Contracts

Contractors will be hired or contracted for winter maintenance operations to assist and/or supplement;

- Snow Removal and Hauling Operations

4.6.2 Winter Materials used Annually

Materials Used Annually

Year	Rock Salt	Winter Sand
2005	\$81,400	\$56,200
2006	\$35,200	\$73,600
2007	\$78,500	\$87,900
2008	\$106,400	\$90,250
2009	\$74,369	\$77,618
2010	\$95,102	\$64,922
2011	\$107,206	\$95,752
2012	\$125,965	\$75,440
2013	\$177,382	\$66,586
2014	\$177,185	\$100,143

2015	\$146,758	\$73,012
2016	\$203,737	\$79,914
2017	\$178,245	\$81,785
2018	\$238,672	\$84,050
2019	\$193,915	\$143,808
2021	\$151,390	\$58,770
2022	\$244,153	\$93,533
2023	\$263,661	\$133,224

4.6.3 Application Rates

4.6.3.1 Winter Sand

Winter sand is applied to provide grit and traction on snow and ice and is typically used in weather conditions where the temperature is colder than -10C, on low volume roads and gravel roads where salt is not an option. The Ministry of Transportation has performed tests and has shown that the application of winter sand improves greatly the stopping distance of vehicles and improves safety of vehicular traffic.

Winter sand contains a measure of salt to prevent freezing of the material and to allow the material to smoothly flow out of the spreader units. The Ministry of Transportation standard is to produce winter sand between 3% to 5% sand/salt mix, which is the minimum amount of salt that the Ministry has determined is required to prevent freezing of the sand. The Ministry standard for the application of winter sand is 570 kg / 2-lane km.

However, in the City of Temiskaming Shores practice has been to apply a sand/salt mix based on operator experience. Intersections and hills get a higher application rate for safety reasons and low volume flat residential areas get a lower application rate. The city does not have electronic spreader controls in their sander units and therefore does not accurately know the exact rates of winter sand applied.

The City presently uses a 4% salt/sand mix ratio in its winter sand.

4.6.3.2 Salt

Most road authorities do not recommend the use of crushed rock salt when the ambient temperature is below -12C, although salt may be used down to -18C if strong sunlight is providing higher surface temperatures. The eutectic temperature of salt is -21C but as this

temperature is approached the melting action becomes very slow. Ten times as much snow can be melted by a kg of salt at -1C as at -12C.

The need for treatment at -12C is much less than at temperatures closer to the freezing mark as tests have shown that an automobile will stop 25 meters earlier on glare ice at -12C than the same glare ice at -1C.

The City of Temiskaming Shores policy is to apply salt for Winter Control Services at an application rate of 131 kg / 2-lane km. This rate of salt application is consistent with the lower end of the 130 to 170 kg / 2-lane km recommended by the Ministry of Transportation.

The greatest majority of salt applied to city roads is done on the secondary highways and high traffic roads, which are mostly included in Route "I". The City's vehicle does not have electronic controls and therefore salt is applied through a manual setting based on operator experience.

4.6.4 Equipment – Winter Maintenance Fleet

The Public Works Department will continuously identify and assess new and innovative technologies to improve snow removal efficiency and significantly reduce the amount of road salts being applied to the roads.

New equipment purchases should investigate innovative practices and demonstrate the City's commitment to the safety of road users and the protection of the environment. Through product innovation, operators can continue making consistent decisions to achieve desired objectives.

The following table provides a list of municipal equipment used in the plowing and sanding operations for the city.

Winter Equipment Inventory

Unit	Year	Make	Model	Box Type	Spreader Type	Route
23	2014	International	7600	U Body	Electronic	C - Ilby-Country
24	2018	Freightliner	114SD	U Body	Electronic	H – Dymond East
25	2016	Freightliner	108SD	U Body	Electronic	Sander-South
26	2018	Freightliner	114SD	U Body	Electronic	G - Dymond West
27	2016	Freightliner	108SD	U Body	Electronic	Sander-North

31	2019	International	HV613	U Body	Electronic	I - Highway
40	2016	Trackless	MT6	Hopper	Electronic	Sidewalk South
41	2018	Trackless	MT7	Hopper	Electronic	Spare
42	2009	Trackless	MT6	Hopper	Electronic	Sidewalk North
43R	Rental			N/A	N/A	A -Hlby-South
45	2011	John Deere	772GP	N/A	N/A	F - NL-North
52 R	Rental			N/A	N/A	E - NL-Center
61 R	Rental			N/A	N/A	D – NL - South
63	2012	John Deere	772G	N/A	N/A	B – Hlby North

4.6.5 Yard Facilities

Winter Material Storage Capacities

Site	Rock Salt (t)	Winter Sand (t)	Covered Area
New Liskeard	250	5000	No
Dymond	Nil	1000	Yes
Haileybury	450	3000/2000	Yes / No

City staff is based primarily out of the main complex yard based at 200 Lakeshore Road, New Liskeard to provide Winter Maintenance Services. The north section, formerly known as Dymond may be dispatched from the Dymond Yard located at 181 Drive-in Theatre Road. The middle section, formerly known as New Liskeard is serviced out of the New Liskeard Yard located at 200 Lakeshore Road. The southern section, formerly known as Haileybury may be dispatched out of the Haileybury Yard located at 500 Broadway Street and a materials storage yard located on View Street.

The Superintendent will endeavor to schedule the next shifts work assignments by 2:30 pm each day. Workers are responsible to travel to their assigned work start locations. If a change occurs in a worker’s assigned start location and the worker is not given advance notice and reports for work at the main complex yard, transportation to the new work start location will be provided from the main complex yard.

Evening Patrols (3:00 p.m. to 11:30 p.m.) commence at the New Lisheard Yard in November and service the entire city's transportation network. City staff is called in to perform work on an as-required basis until the end of April. The day shift is from 6:30 am to 3:00 pm and the night shift is from 11:00 pm to 7:30 am. In the event of a major storm requiring continuous equipment operations, equipment operators from the day shift may be re-scheduled. The evening shift may require additional help to ensure the safety of the transportation network.

4.6.6 Roadway De-Icing and Sanding

Roadway de-icing and/or sanding needs initiate the winter maintenance operations when the first effects of a storm are felt in order to provide traction for traffic until the depth of snow has reached the operations start trigger, at which time plowing operations typically commence.

Road Supervisors are allowed some latitude regarding frequency and timing of salt and grit applications. Application rates have been harmonized across the City. These settings were established through past practices within our urban environment.

Salt placement will be on the crown or high side of the driving surface where there is a good cross fall allowing traffic to distribute the resulting brine over the road.

There are some road authorities that are beginning to use liquid de-icing chemicals in addition to solid salt. Literature and practice show that salt performance can be improved with liquids. However, one must be cautious when introducing such techniques. To date, established city practices do not include straight liquid chemical techniques.

The City of Temiskaming Shores present guideline is to apply a solid de-icer once snow starts to accumulate or "stick" on arterial roads. Timely application of chemicals is critical to preventing snow from sticking to roads. Without the timely application of chemicals, snow could easily bond to roads and, in turn, become difficult to plow, potentially causing road hazards. As snow accumulates, it is plowed to maintain safe driving conditions.

During and upon completion of winter maintenance operations, a daily log is maintained and updated, indicating roadway winter maintenance activities carried out.

4.6.7 Snow Plowing

Plowing and de-icing/sanding continue, with respect to each class of roadway, in accordance with its classification and level of service standard.

The plowing route maps included in the appendices identify the roadways to be cleared and the classification of each roadway section.

During the regular Monday to Friday, day or night shifts, winter maintenance procedures will be initiated by the Road Superintendent or his alternate based on existing and forecasted weather and road conditions. Monitoring of weather forecasts, patrol reports and other information, as may be available, may allow preparations for winter maintenance operations to be initiated prior to the beginning of an actual event.

During the evening shift, night shift, weekend shifts or on a statutory holiday, winter maintenance procedures will be initiated by the Patrol Person or Heavy Equipment Operator/Crew Leader designated. The designated Patrol Person or Heavy Equipment Operator/Crew Leader will be responsible for roadway patrol to inform him of changing road and weather conditions and he will make the appropriate call to the Superintendent or his approved alternate, to arrange for additional workforce, operators or equipment as required.

4.6.8 Snow Removal and Disposal

As a result of snow plowing operations, snow accumulates at the side of roads as windrows or mounds. The City starts snow removal operations when these windrows reach volumes that create a nuisance or hazard to pedestrians and motorists and to maintain capacity for subsequent snowfalls.

The objective is to commence removal operations in **Priority 1** locations as soon as practicable after becoming aware that the snow bank accumulation is greater than **60 cm** and **120 cm** in **Priority 2** locations.

Experience over the years has shown that the City has the capability and capacity to remove and dispose of 2700 cubic meters of snow per night shift. One average snowstorm requires three-night shifts to complete all required removal work in approved designated areas.

Snow removal involves the use of in-house snow blowers, front-end loaders, motor graders and city owned dump trucks as well as contracted dump trucks.

List of Snow Storage Areas

Site	Location	Area	Volume
1	Shepherdson Road	New Liskeard	71,000
2	Craven Drive *	New Liskeard	34,000
3	Birch Drive Ravine	New Liskeard	3,900
4	Bay Street	New Liskeard	25,000
5	Montgomery Street North	New Liskeard	9,700

6	Montgomery Street South	New Liskeard	4,500
7	Dawson Point Road	New Liskeard	44,000
8	Haliburton Street Ravine	New Liskeard	700
9	Pine Street Ravine	New Liskeard	900
10	Sharpe St	New Liskeard	
11	Laurette Street	Dymond	10,000
12	Morissette Drive South	Haileybury	47,000
13	Lakeview Street	Haileybury	25,500
14	Groom Drive	Haileybury	6,000
15	Morissette Drive North	Haileybury	12,900

Note: New Liskeard has a maximum capacity of 192,700 cubic meters, Dymond has 24,600 cubic meters and Haileybury has 97,000 cubic meters. The total available storage area for the City is 323,000 cubic meters.

4.6.8.1 City By-laws and Ordinances

There are two bylaws used extensively by the Public Works Department during winter maintenance operations; Traffic By-law and Snow Disposal By-law, excerpts are included in Appendix “F”.

4.6.9 Sidewalk Service Standards

Sidewalks are classified in accordance with the associated pedestrian traffic and proximity to schools, seniors’ buildings, downtown business areas and high-volume roadways.

The objective is to make the sidewalk as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (24) hours. The trigger to start plowing operations is 10 cm snow accumulation.

The objective is to treat the icy sidewalk as soon as practicable after becoming aware that the sidewalk is icy, and is accordance with the standard.

There are two maps included in the Appendix “B” that specify which sidewalks have been approved for winter maintenance. Those not shown as being maintained are considered to be closed for the period covered by the Winter Operations Plan.

4.6.10 Parking Lot Service Standards

Parking lots/laneways are classified in accordance with the associated vehicular traffic and proximity to downtown business areas and municipal buildings.

The objective is to make the parking lot as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (48) hours. Staff priority will be given to plowing and sanding/salting roadways and sidewalks.

The objective is to treat the icy parking lots/laneways as soon as practicable after becoming aware that the parking lot/laneway is icy, and normally within (16) hours.

There are three maps included in the Appendix "C" that specify which parking lots/laneways have been approved for winter maintenance.

4.6.11 Vulnerable Areas

Currently the salt vulnerable areas within the City of Temiskaming Shores have been identified as:

- The Wabi River particularly at low flow (flows in the Wabi River are controlled by the South Temiskaming Dam and impacts from the discharge of salt laden run off could be more pronounced during these periods);
- Lake Temiskaming
- Moose Creek
- South Wabi Creek
- Mill Creek
- Dickson Creek
- Areas associated with groundwater recharge zones or shallow water table, with medium to high permeability soils; and
- Salt vulnerable vegetation along roadways.

Reducing salt-laden runoff to these areas will be the result of successfully implementing the 4-R's of Salt Management: right material, right amount, right time, right place.

4.6.12 Weather Monitoring

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.

In order to determine an effective winter event response and allocate the appropriate resources the Corporation of the City of Temiskaming Shores supplements road patrol information with weather information from various sources which includes:

- Observations from municipal staff, communication with staff of adjacent municipalities and MTO contractors.
- Monitoring websites www.theweathernetwork.com
- Staff monitoring pavement temperatures by means of on-board infrared thermometers which are mounted on the patrol and other trucks, and;
- Local Radio Station - CJTT FM 104.5

4.6.13 Communications

All Public Works Department winter maintenance vehicles are equipped with high band radios capable of transmitting and receiving on the following frequencies: transmitting – 170.490 and receiving – 165.885 mhz. Each vehicle is assigned a unique call number and can communicate with other city Public Works vehicles, the Superintendents and the Public Works Clerk located at the Operation Division yard at 200 Lakeshore Road.

Reporting hazards and accidents to the Police, Fire or Ambulance Services can be accomplished through the Public Works Clerk.

The City provides a call service which serves as the main hub for in/outgoing calls from staff, emergency services and the general public

The Call Service:

- Can be reached by calling (705) 647-6220 during business hours
- Can be reached by calling (705) 648-5575 after business hours
- Typical call timings (during winter season) are 24 hours. (Transferred to Patrol Persons Cellular Phone after Regular Hours)
- Is in operation (during winter season) 7 days a week.
- Municipality communicates important information to the public via:
 - CJTT 104.5 FM Radio
 - City Website - www.temiskamingshores.ca
 - Public Works Facebook Page

4.6.14 Call Out Procedures

Operational decisions will be made by the Superintendent of Transportation Services or his/her designate with the aid of available forecasting, Level of Service policy, patrolling etc. However, it should be emphasized that decisions will be subjective and external input, whether in this plan or elsewhere, merely acts as an aid in determining if a call out of staff and equipment by the Supervisor or Patrol Person to respond to a winter event is warranted. It is vital therefore that the Supervisor or Patrol Person records the prevalent conditions and relevant information when he/she makes a decision.

The Patrol Person shall inform the Supervisor of changing of road and weather conditions observed in the field. When a winter event response is required the Supervisor or his/her designate will contact the Crew Leader by radio or cellular phone. The Supervisor or his/her designate will contact staff as per the shift schedule and direction given by the Supervisor or his/her designate. In the absence of the Superintendent, the Superintendent of Environmental Services, Manager of Environmental Services or the Manager of Transportation Services shall be his/her designate and initiate a call out in response to a winter event.

Call-out Chart

Forecast	Call-out Response			
	Class 2	Class 3	Class 4	Class 5
Storm Severity Less than 10 cm	Call-out plow operations near end of storm or when 5 cm of snowfall has accumulated If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations near end of storm or when 8 cm of snowfall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 8 cm of snow fall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 10 cm of snowfall has accumulated No call-out of sander unless roads become slippery
More than 10 cm	Call-out plow operations when 5 cm of snow has accumulated. If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow/spreader truck when 10 cm of snow has accumulated. Reschedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out combination plow/sander units if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

4.6.15 Road Closure Procedure

In the event a specific road must be closed due to a severe winter storm, appropriate signs will be placed to close the road. Rb-92 Road Closed Signs on portable stands, TC-54 flexible drums and barricades will be available at the New Liskeard Main Complex.

Upon receiving a request from the Ontario Provincial Police or the Manager of Transportation Services to close a road to traffic, the Supervisor or his/her designate will organize workforce and equipment to place the signs and barricades. The Supervisor or his/her designate will contact the Works Clerk and request that a media release (Appendix E) be sent to the local news and radio stations advising of the road closure.

Roads will be deemed to be closed once the signs and barricades are placed. When it is physically impossible to place signs and barricades to close a road, the Supervisor or his/her designate will advise the Ontario Provincial Police and the Manager of Transportation Services of the situation and arrange to send the media release.

4.7.0 Decommissioning Winter Operations

After the winter season (identified in 4.3.0) expires Corporation of the City of Temiskaming Shores undertakes the following tasks to decommission winter operations.

4.7.1 Two Weeks After the Winter Season Ends

Two weeks after the winter season ends;

1. Cease regularly scheduled winter night patrols;
2. Continue monitoring weather forecasts. Assign night patrol shift if forecast indicates an overnight winter event is probable.
3. Decommission 50 % of the fleet.

4.7.2 One Month After the Winter Season Ends

One month after the winter season ends;

1. Cease all winter highway maintenance operations
2. Decommission the remainder of the equipment providing weather forecasts warrant the decommissioning.

4.8.0 Training

The Corporation of the City of Temiskaming Shores will maintain a comprehensive winter maintenance training program that demonstrates the purpose and value of new and existing procedures and ensure that personnel are competent to carry out their duties.

All Public Works Department staff directly involved in winter maintenance will be required to participate in courses to provide assurance of the competency level for all operators.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

4.9.0 Record Keeping

Full and accurate completion of the documents listed below, according to the applicable procedures, ensures that the municipality is protected from liability by providing solid documentation that procedures have been followed.

The Public Works Department will maintain an annual log that contains total quantities of sand and salt usage along with weather data reports. Shift reports shall comprise of the following:

The date will be recorded as Day/Month/Year. It will be written in a numerical format (dd/mm/yy). The time shall be documented using the 24-hour clock format, and will be notarized (print and sign name) by the person(s) completing the report.

- (a) Areas maintained;
- (b) Material used (sand and/or salt);

- (c) Quantities of material used;
- (d) Shift hours; and
- (e) Pavement and air temperature

Always retain the original copy of documents regardless of their appearance. Writing must be legible for others to read and written in ink. Stains or dirt on the documents is not an issue. If a document requires correction then a line is to be placed through the incorrect information without making it illegible and continue writing on the original document. Initial corrections or change in the colour of ink in a case where you change writing pens.

Records will be completed daily and forwarded to the Works Clerk upon completion, for retention.

5.0 Plan Improvement

The current winter maintenance policies, practices and procedures form the baseline or benchmark upon which improvements can be made to improve winter operations and/or the use and management of road salt. This list will be reviewed and updated annually.

6.0 Monitoring and Updating

The purpose of monitoring and updating is to provide a basis for continuous improvement of the winter operations plan and the winter maintenance policies, practices and procedures of the Corporation of the City of Temiskaming Shores.

At the end of the winter season, as identified in 4.3.0, a meeting to review winter operations will be held each year with all winter operations staff to itemize all issues that arose during the winter season and discuss how these issues may be resolved. Prior to the start of the next winter season and with sufficient lead time to implement any changes, the Corporation of the City of Temiskaming Shores shall train staff on the changes to equipment and/or winter maintenance policies, practices, and procedures.

The winter season of 2015/16 will be the benchmark year. Year over year achievement using the performance measures listed below will be measured against said benchmark year. Performance measures will be used to determine whether or not the objectives of the Winter Operations Plan and/or winter maintenance policies, practices, and procedures have been met.

Monitoring the severity of the winter season:

- % change (+/-) in the total annual cm of snow accumulation from the benchmark year

- % change (+/-) in the total number of days with measurable snowfall from the benchmark year
- % change (+/-) in the total number of days with freezing rain from the benchmark year
- % change (+/-) in the total number of continuous winter event responses from the benchmark year
- % change (+/-) in the total number of spot winter event response from the benchmark year

Monitoring the salt used:

- % change (+/-) in the total number of winter event hours from the benchmark year
- % change (+/-) in the total tonnes of salt purchased annually from the benchmark year
- % of applications where discharge rates exceeded
- % change (+/-) in the total tonnes of salt applied annually per system km per winter event

Ensuring customer satisfaction:

- % change (+/-) in the total number of winter event responses that meet or exceed the level of service policy from the benchmark year
- % change (+/-) in the total number of complaints received regarding winter operations from the benchmark year

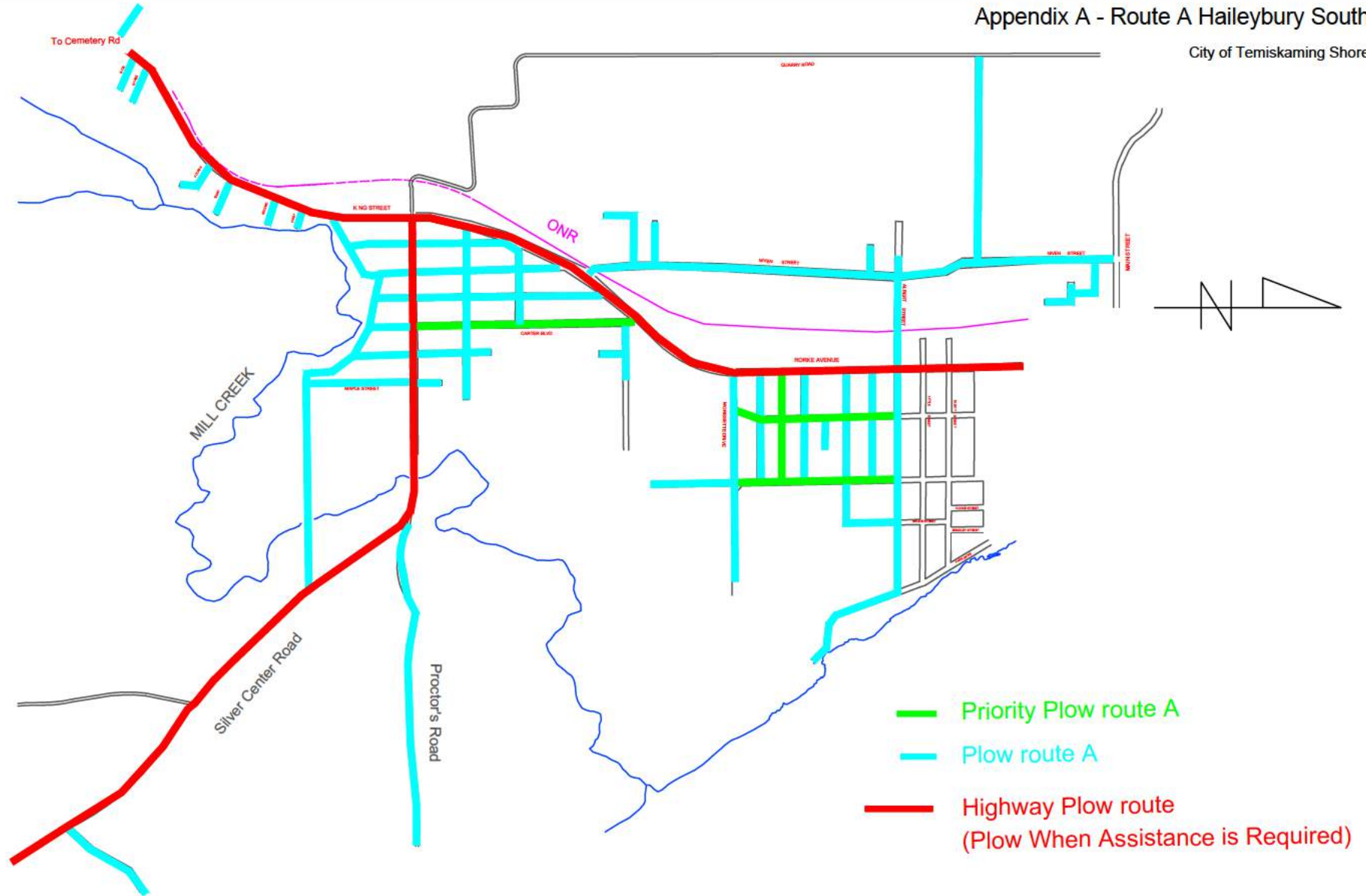
7.0 Notes

- It is acknowledged that conditions may occur which temporarily prevent achieving the levels of service as detailed in this document. In such cases, attempts will be made to keep Class 2 & 3 roads as clear as possible by utilizing all maintenance equipment at maximum efficiency.
- Winter operations will continue until the prescribed level of service is achieved where conditions permit. Should conditions not permit accomplishment of the prescribed level of service, operations shall continue as required to maintain as good a driving service as possible.
- The order of priority for winter maintenance operations during a storm is Class 2 through Class 6 roads and Priority 1 then Priority 2 sidewalks. Sidewalks will be plowed at the same time as roads if and whenever possible.

Appendix A – Plow Routes

Appendix A - Route A Haileybury South

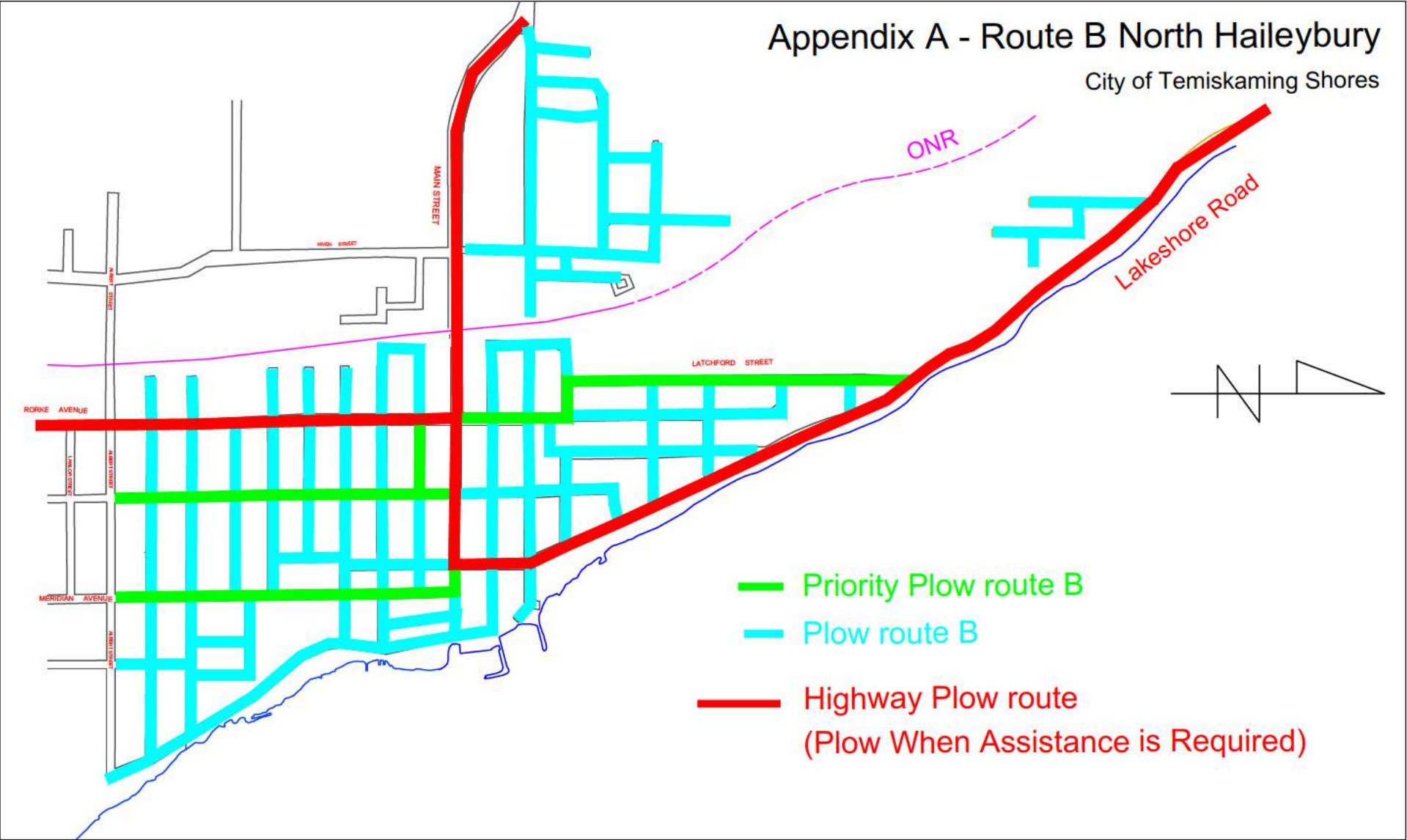
City of Temiskaming Shores



- Priority Plow route A
- Plow route A
- Highway Plow route
(PLOW WHEN ASSISTANCE IS REQUIRED)

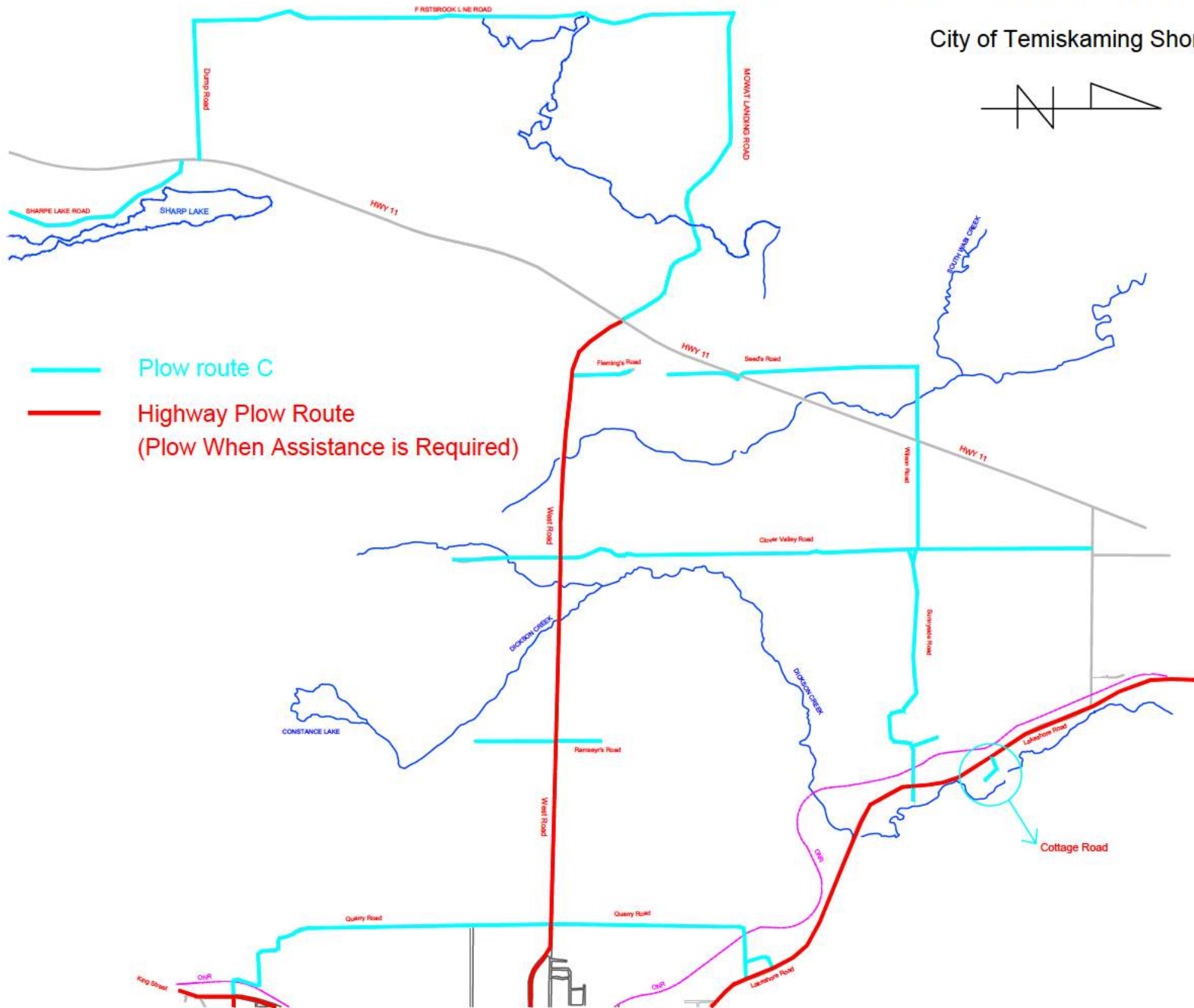
Appendix A - Route B North Haileybury

City of Temiskaming Shores

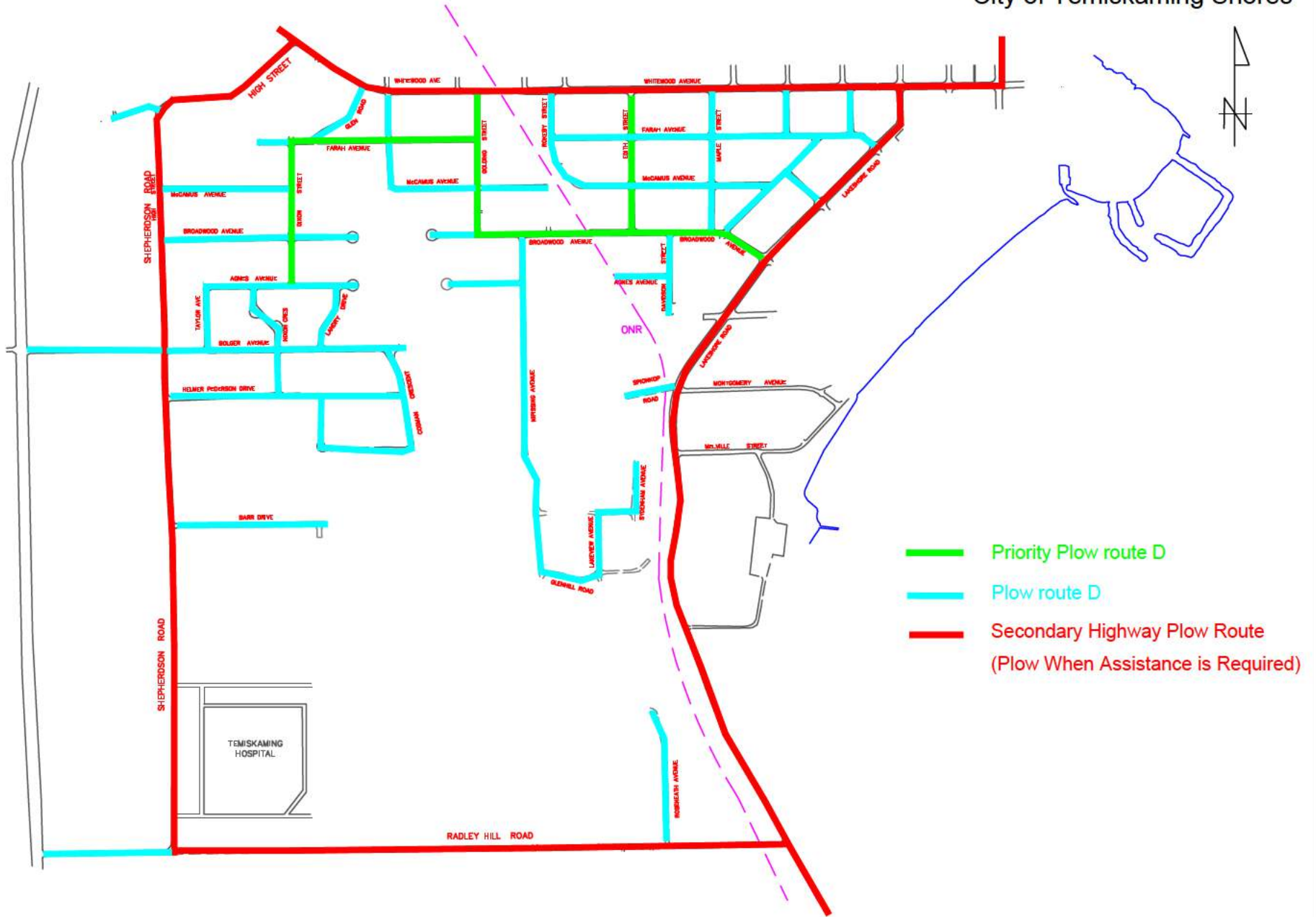


Appendix A - Route C West Haileybury

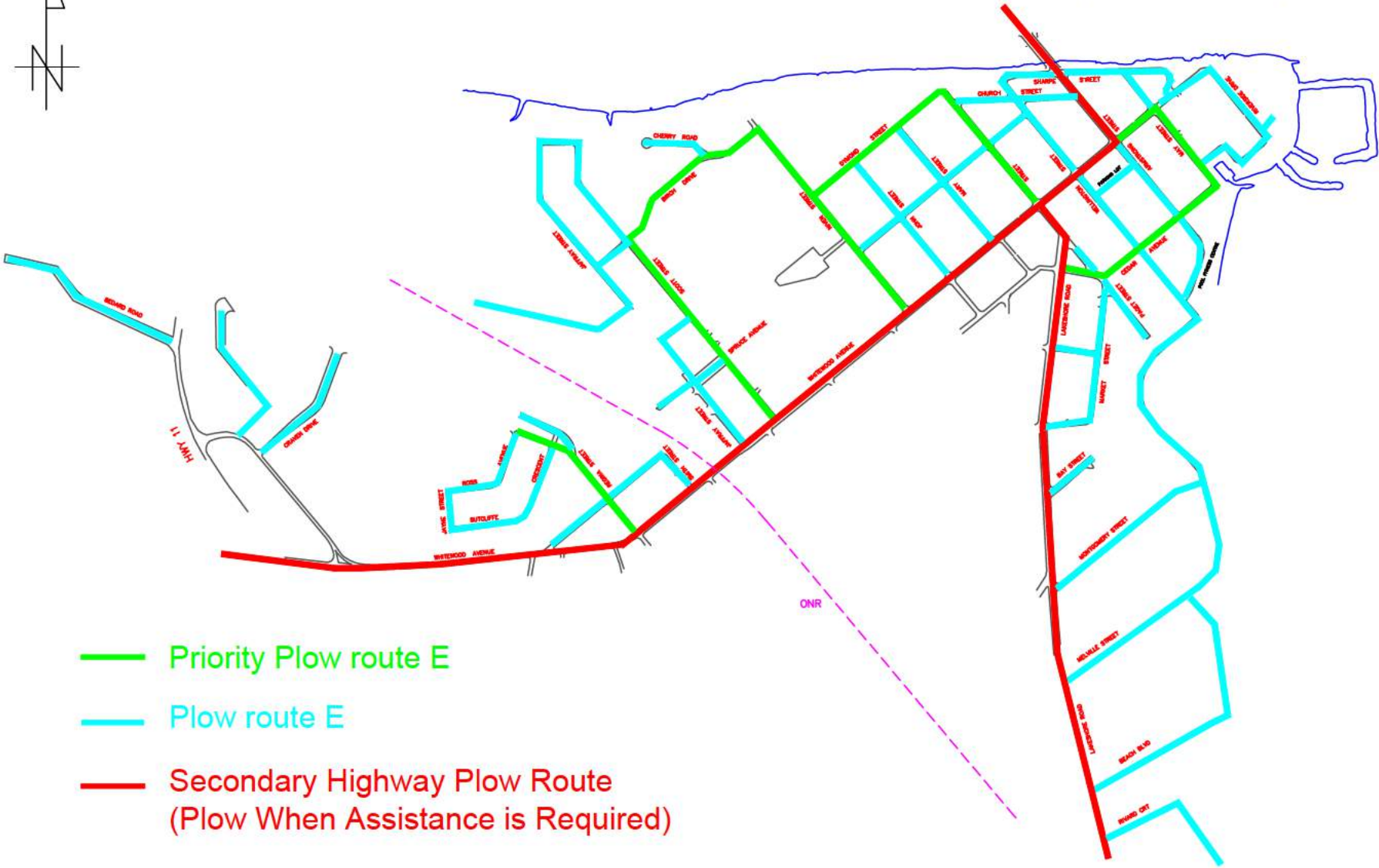
City of Temiskaming Shores



Appendix A - Route D South New Liskeard City of Temiskaming Shores

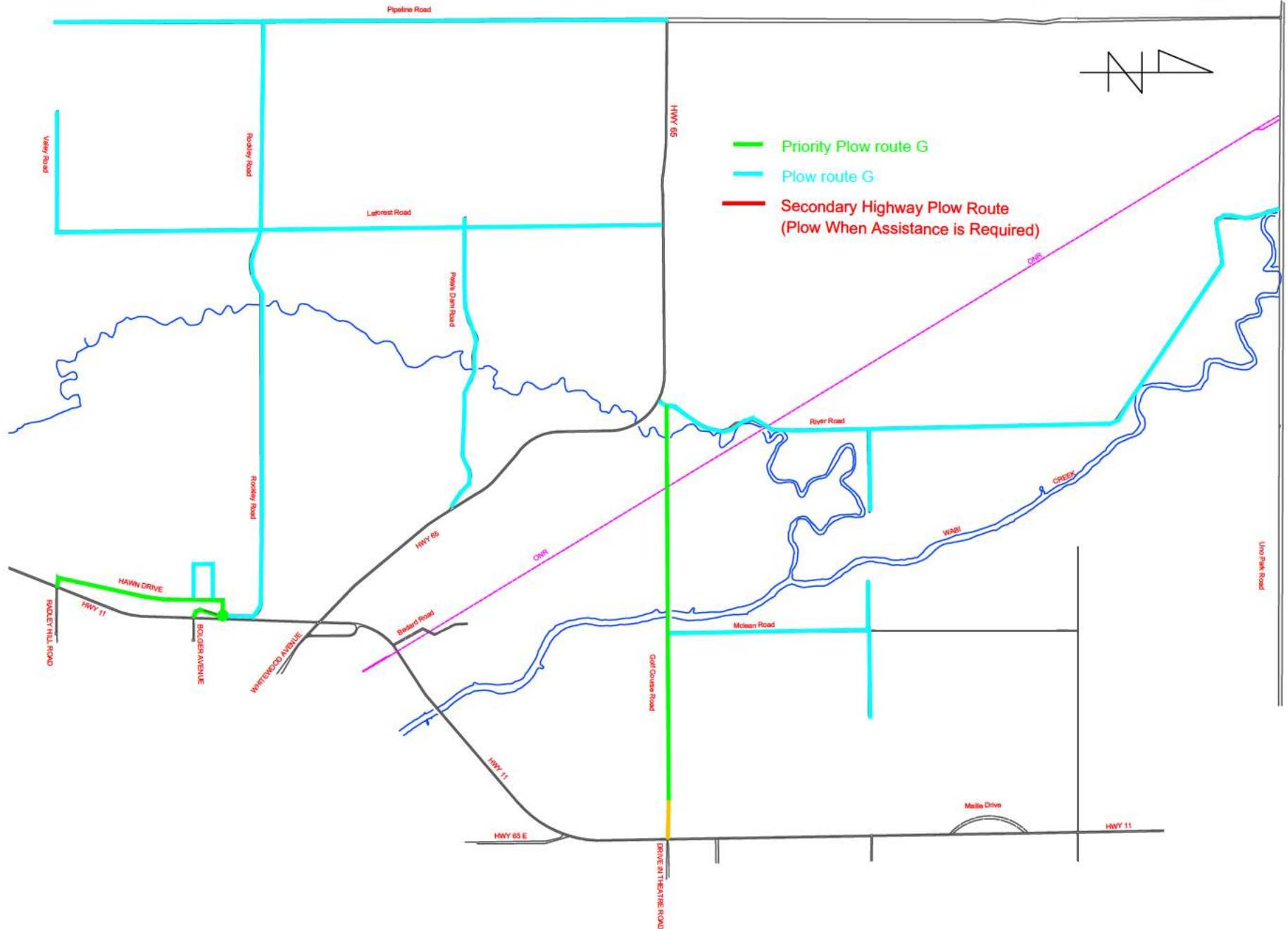


Appendix A - Route E Central New Liskeard
City of Temiskaming Shores



Appendix A - Route G West Dymond

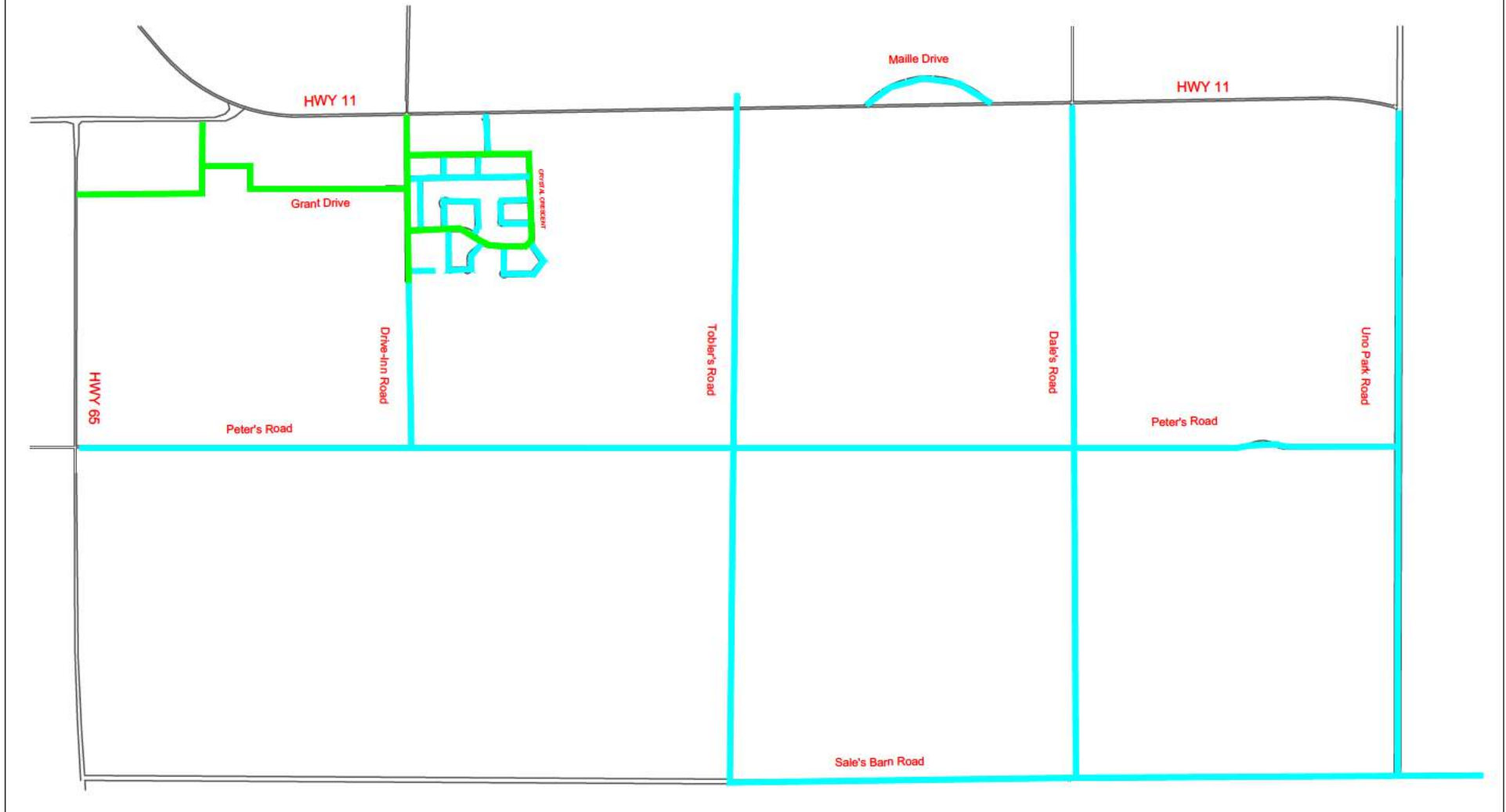
City of Temiskaming Shores



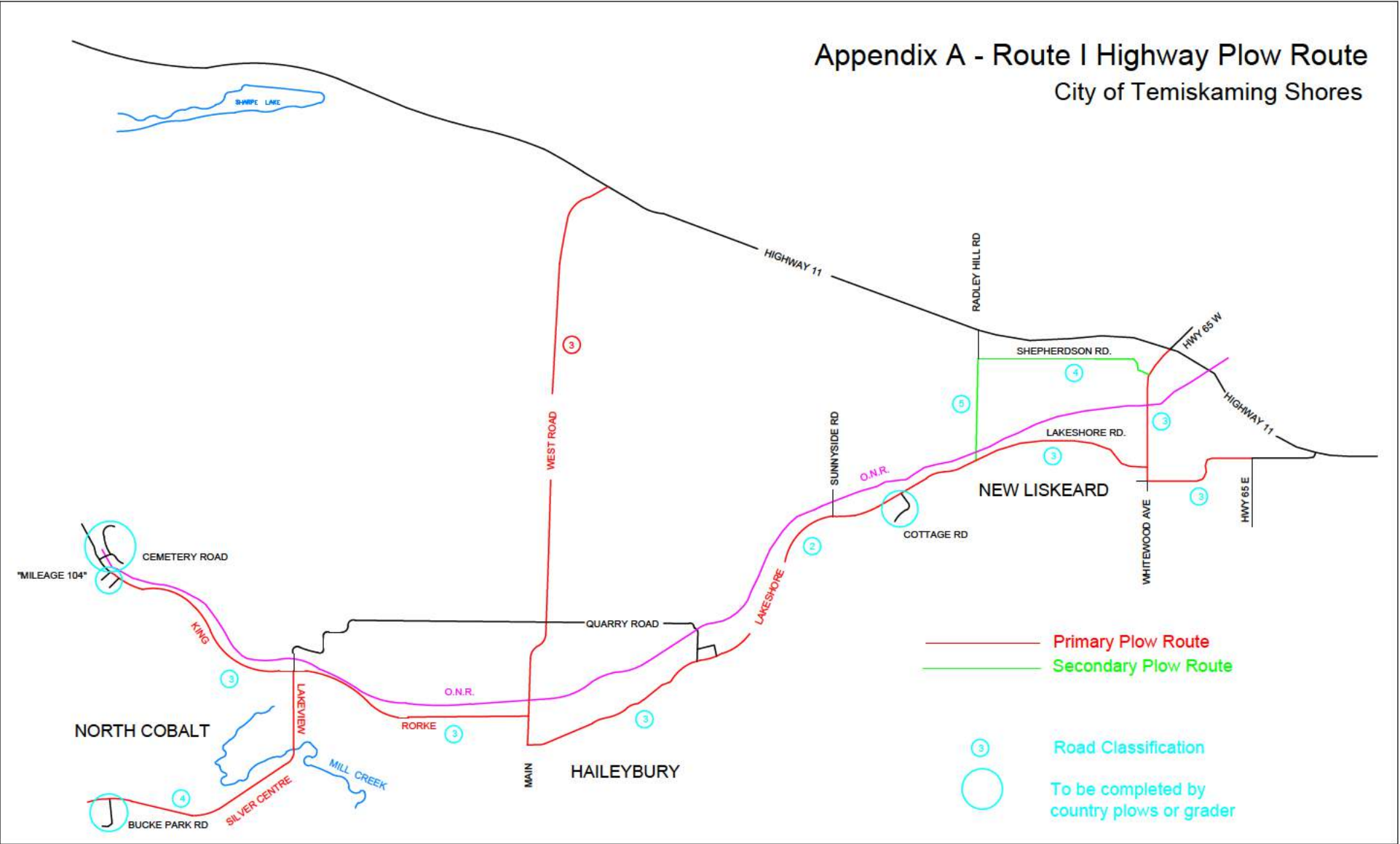
Appendix A - Route H East Dymond

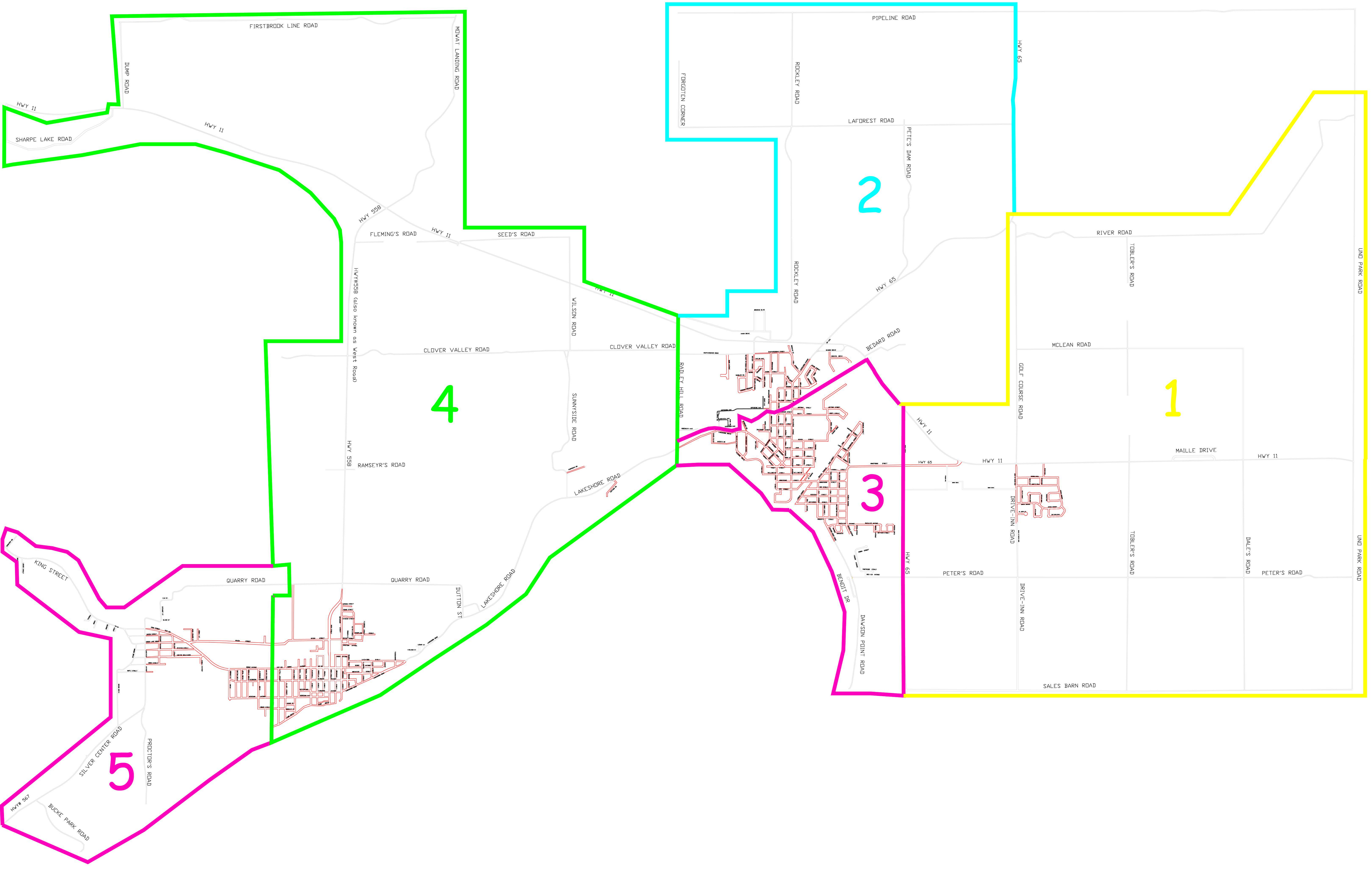
City of Temiskaming Shores

- Priority Plow route H
- Plow route H



Appendix A - Route I Highway Plow Route City of Temiskaming Shores

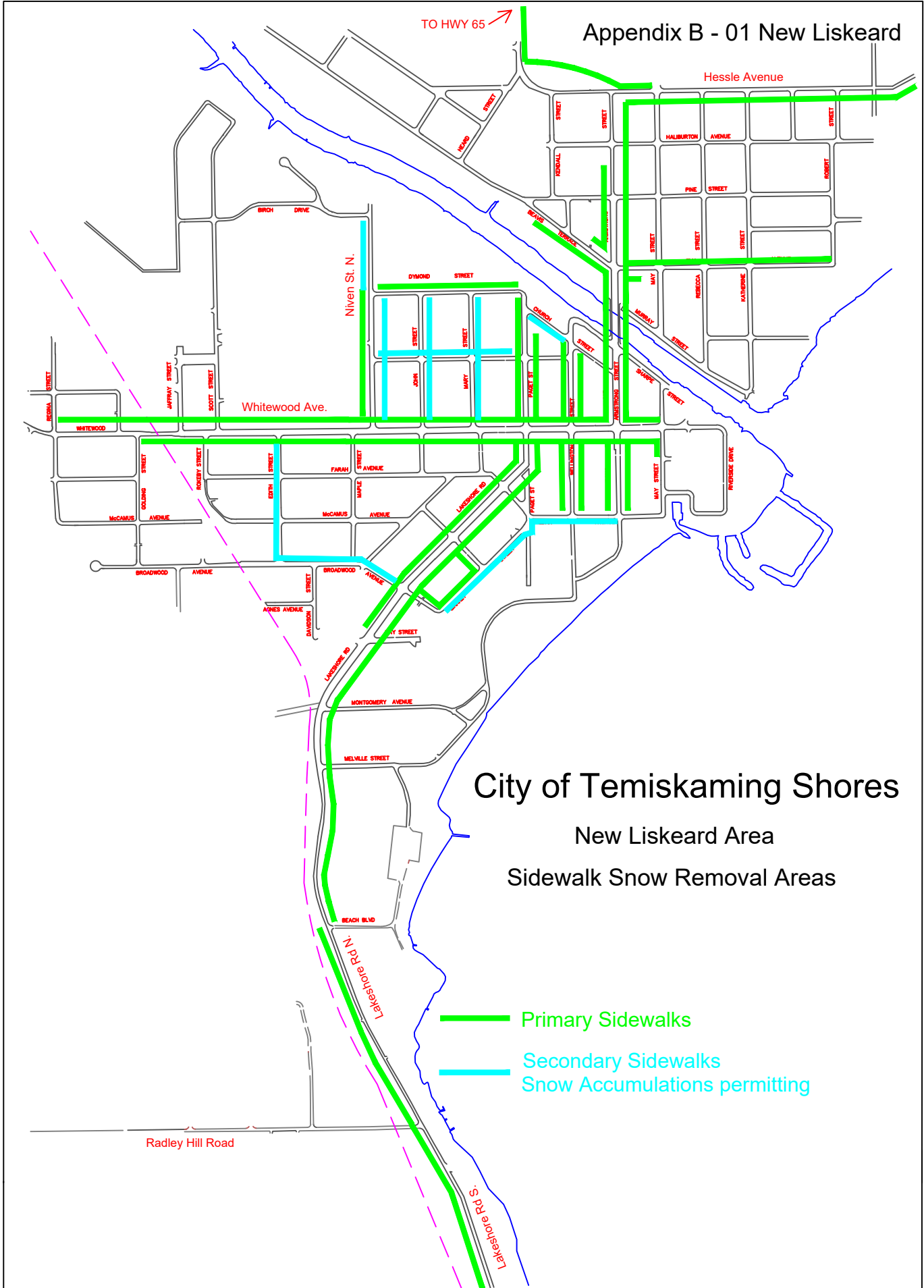




Appendix B – Sidewalk Routes

Appendix B - 01 New Liskeard

TO HWY 65 ↗



City of Temiskaming Shores

New Liskeard Area

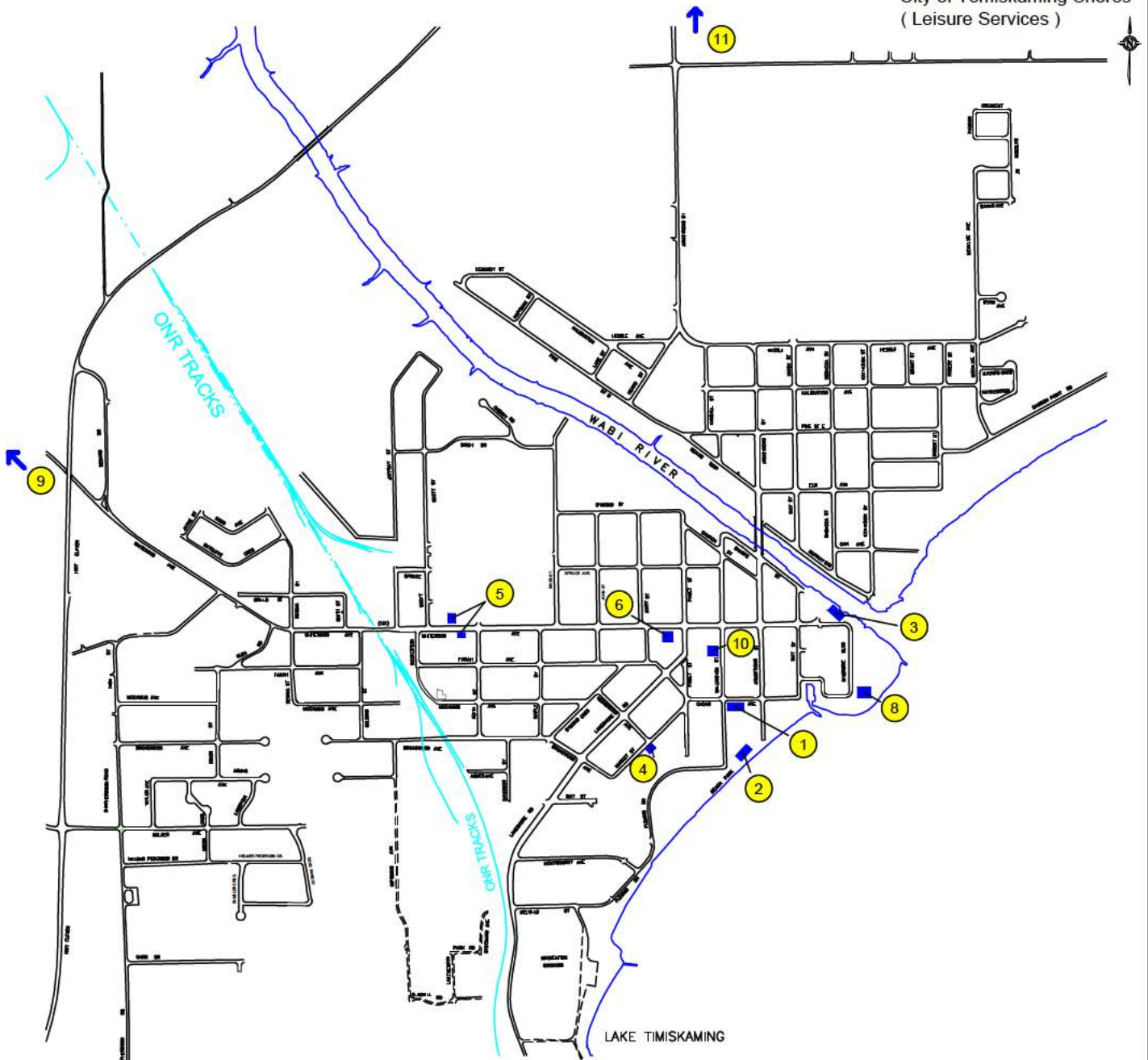
Sidewalk Snow Removal Areas

- Primary Sidewalks
- Secondary Sidewalks Snow Accumulations permitting

Appendix B - 02 Haileybury
City of Temiskaming Shores
Sidewalk Snow Removal



Appendix C – Lots & Lanes

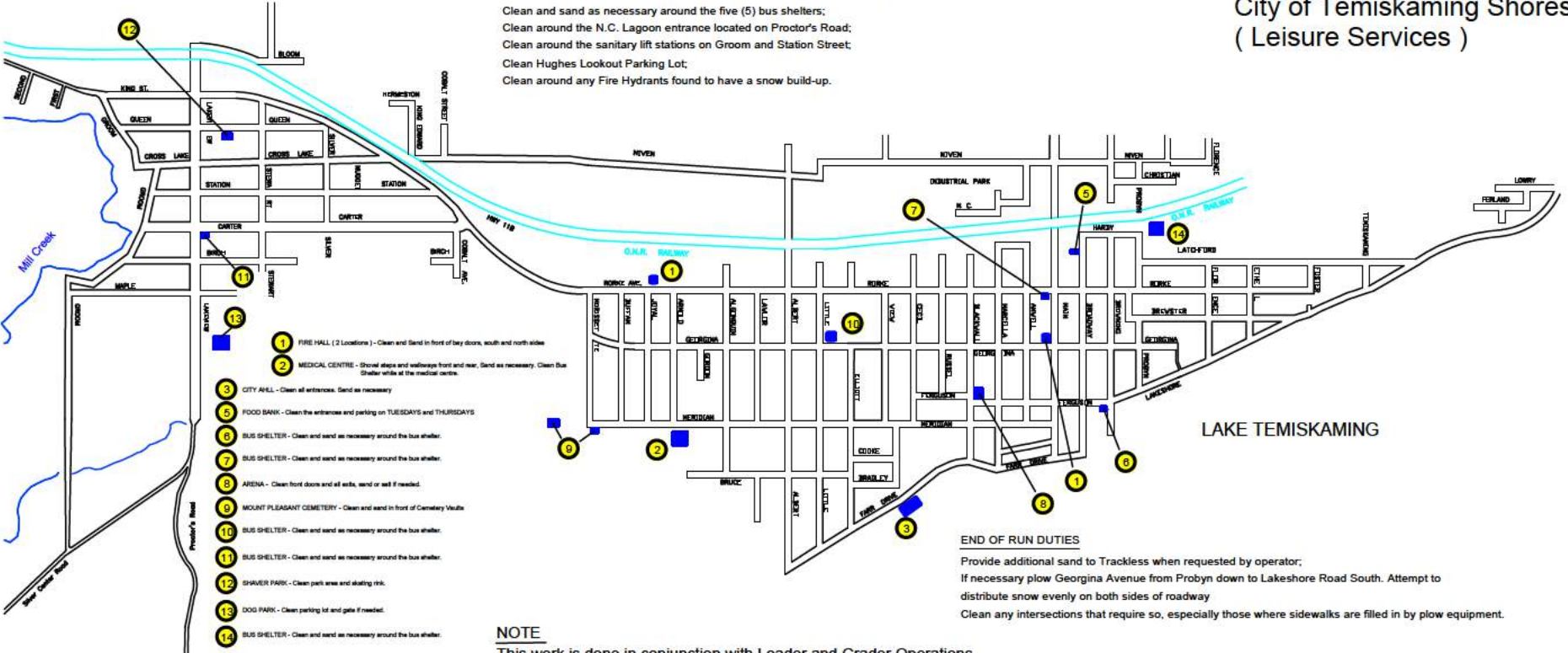


- ① ARENA - Clean front doors and all exits, sand or salt if needed.
- ② POOL FITNESS - Clean front steps and all exits from back deck over to restaurant, sand or salt front steps.
- ③ RIVERSIDE PLACE - Clean front of entire length of building, all exists and turn around. Sand or salt if needed.
- ④ BUS SHELTER - Clean and sand if necessary around bus shelter.
- ⑤ LIBRARY/BUS SHELTER - Clean all exists, sand or salt if needed and around bus shelter.
- ⑥ COMMUNITY HALL - Clean all exits and fire routes, boiler room and Cancer Care door at south end, Legion sidewalk on east side, sand or salt if needed.
- ⑧ NL MARINA - Clean front doors and parking lot. Sand and salt as needed.
- ⑨ PETE'S DAM PARK - Clean parking lot.
- ⑩ FIRE HALL - Clean all exits, overhead doors, sand or salt if needed.
- ⑪ DYMOND - Drive In Theatre Rd
 COMMUNITY HALL / FIRE HALL - Clean all exits, overhead doors, sand or salt if needed.
 WALMART/BUS SHELTER - Clean and sand if necessary around bus shelter.

Appendix C - 03 Haileybury 4 x 4 Plow Truck City of Temiskaming Shores (Leisure Services)

AREAS THAT CAN BE DONE A DAY OR TWO FOLLOWING A STORM

- Clean and sand as necessary around the five (5) bus shelters;
- Clean around the N.C. Lagoon entrance located on Proctor's Road;
- Clean around the sanitary lift stations on Groom and Station Street;
- Clean Hughes Lookout Parking Lot;
- Clean around any Fire Hydrants found to have a snow build-up.



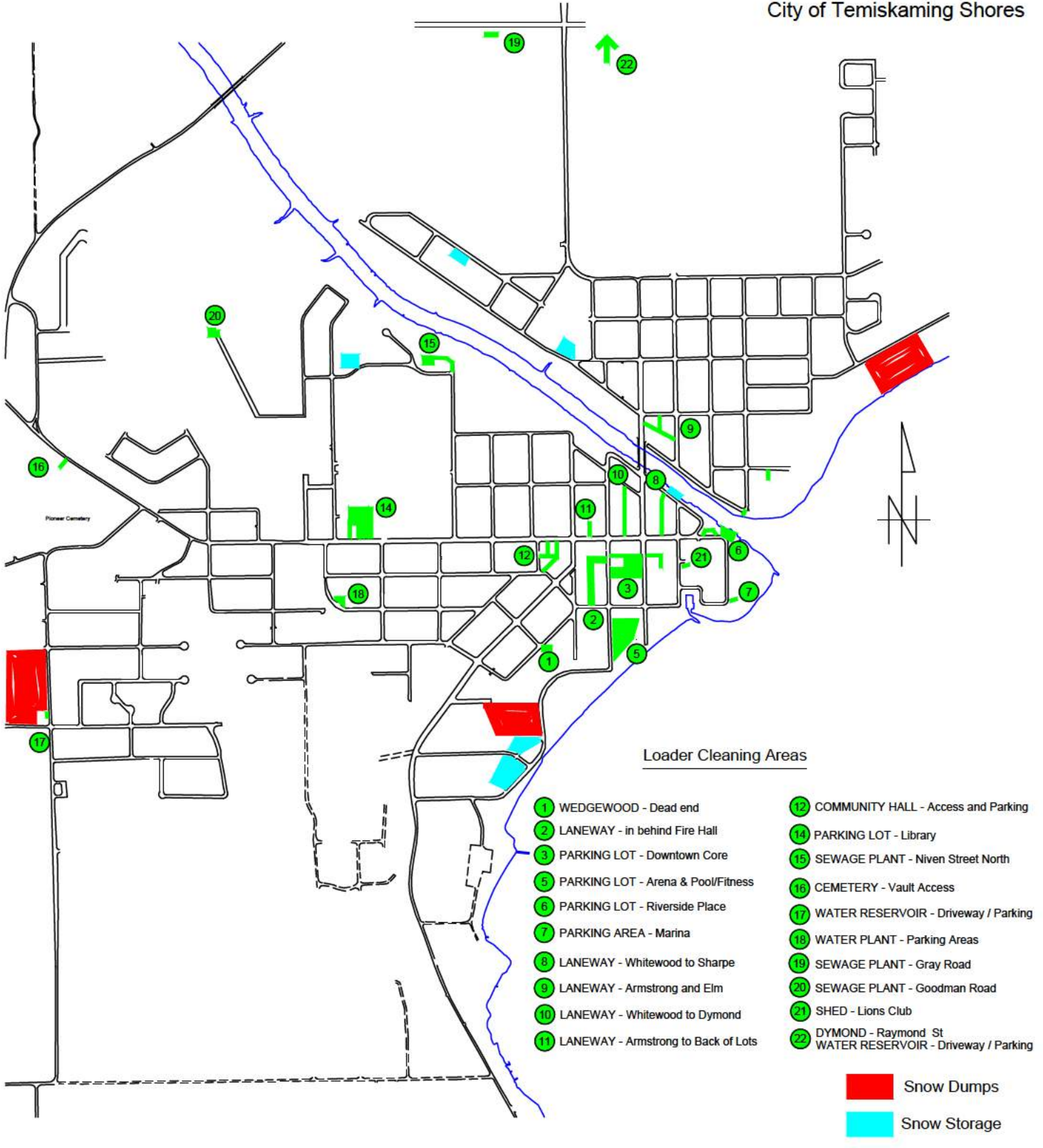
- 1 FIRE HALL (2 Locations) - Clean and Sand in front of bay doors, south and north sides
- 2 MEDICAL CENTRE - Showal steps and walkways front and rear, Sand as necessary. Clean Bus Shelter while at the medical centre.
- 3 CITY HALL - Clean all entrances. Sand as necessary
- 4 FOOD BANK - Clean the entrances and parking on TUESDAYS and THURSDAYS
- 5 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 6 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 7 ARSNA - Clean front doors and all exits, sand or seal if needed.
- 8 MOUNT PLEASANT CEMETERY - Clean and sand in front of Cemetery Vault
- 9 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 10 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 11 SHAWER PARK - Clean park area and skating rink.
- 12 DOG PARK - Clean parking lot and gate if needed.
- 13 BUS SHELTER - Clean and sand as necessary around the bus shelter.

END OF RUN DUTIES
Provide additional sand to Trackless when requested by operator;
If necessary plow Georgina Avenue from Probyn down to Lakeshore Road South. Attempt to distribute snow evenly on both sides of roadway
Clean any intersections that require so, especially those where sidewalks are filled in by plow equipment.

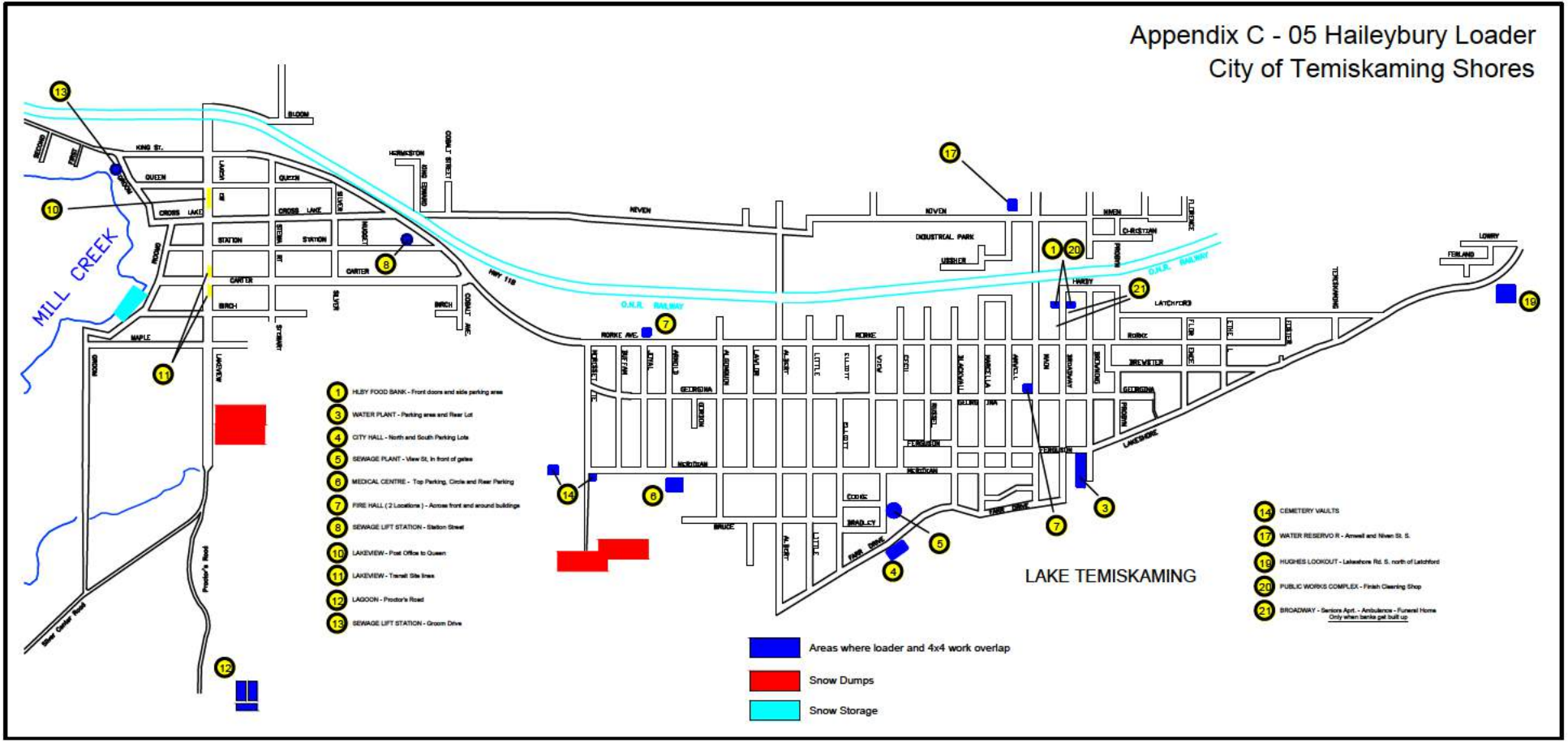
NOTE
This work is done in conjunction with Loader and Grader Operations.

Appendix C - 04 New Liskeard Loader / Snow Dumps

City of Temiskaming Shores



Appendix C - 05 Haileybury Loader City of Temiskaming Shores



- 1 H&S FOOD BANK - Front doors and side parking area
- 2 WATER PLANT - Parking area and Rear Lot
- 3 CITY HALL - North and South Parking Lots
- 4 SEWAGE PLANT - View 50, in front of gates
- 5 MEDICAL CENTRE - Top Parking, Circle and Rear Parking
- 6 FIRE HALL (2 Locations) - Access front and around buildings
- 7 SEWAGE LIFT STATION - Station Street
- 8 LAKEVIEW - Post Office to Queen
- 9 LAKEVIEW - Transit Site Lines
- 10 LAGOON - Frier's Road
- 11 SEWAGE LIFT STATION - Osborn Drive

- 14 CEMETERY VAULTS
- 17 WATER RESERVOIR - Arwell and Niven St. S.
- 18 HUGHES LOOKOUT - Lakeshore Rd. S. north of Latchford
- 20 PUBLIC WORKS COMPLEX - Fresh Clearing Shop
- 21 BROADWAY - Seniors Apt. - Ambulance - Funeral Home
Only when berms get built up

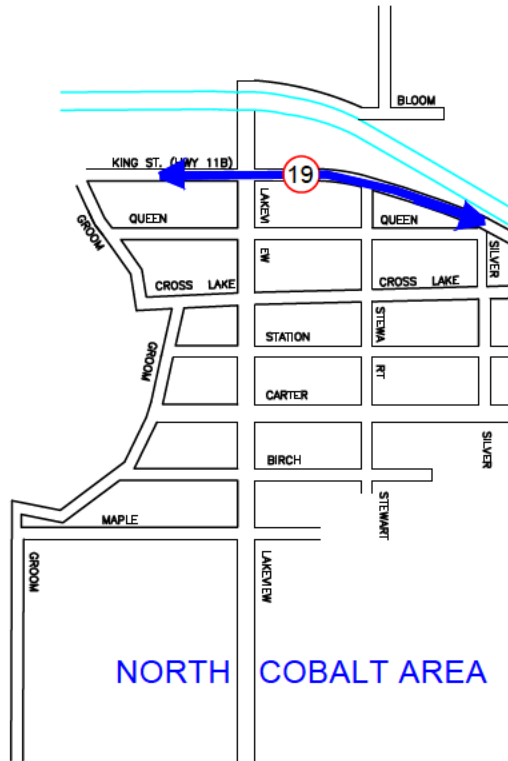
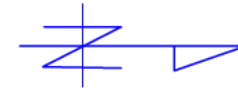
- Areas where loader and 4x4 work overlap
- Snow Dumps
- Snow Storage

Appendix D – Snow Removal

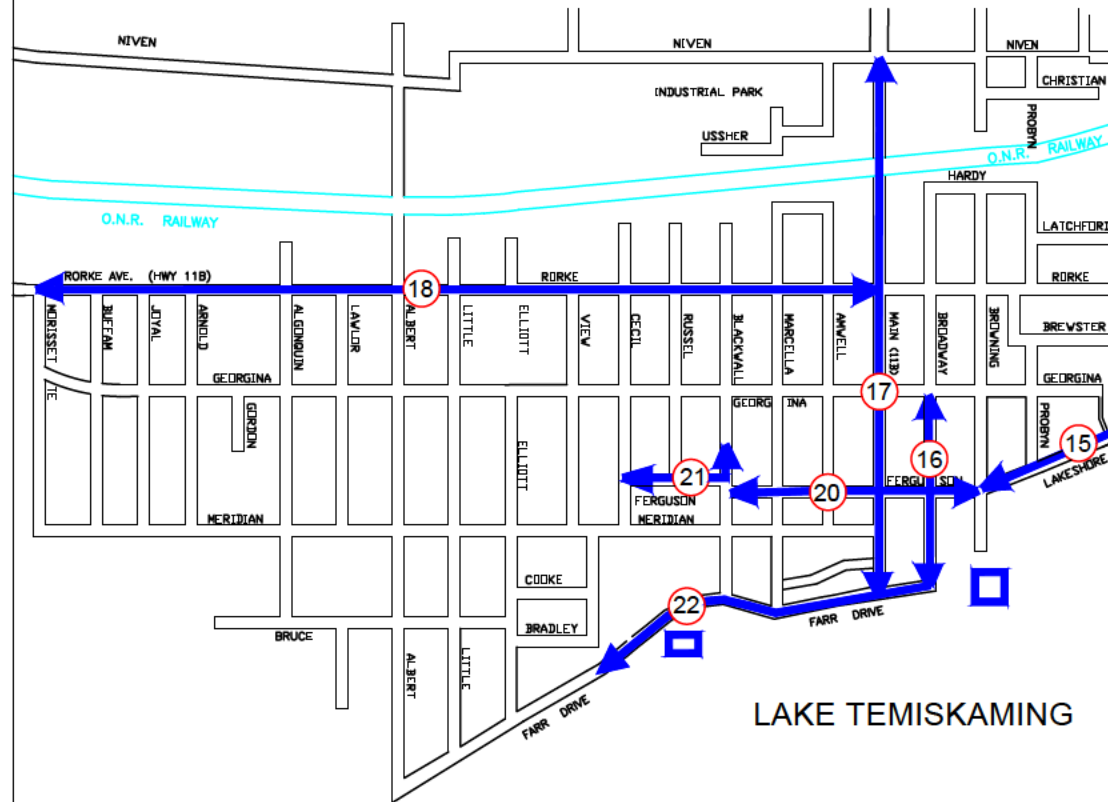
Appendix D - 02 Haileybury Snow Removal Program
City of Temiskaming Shores

REMOVAL PRIORITY

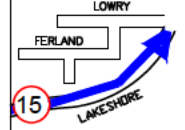
HAILEYBURY AREA



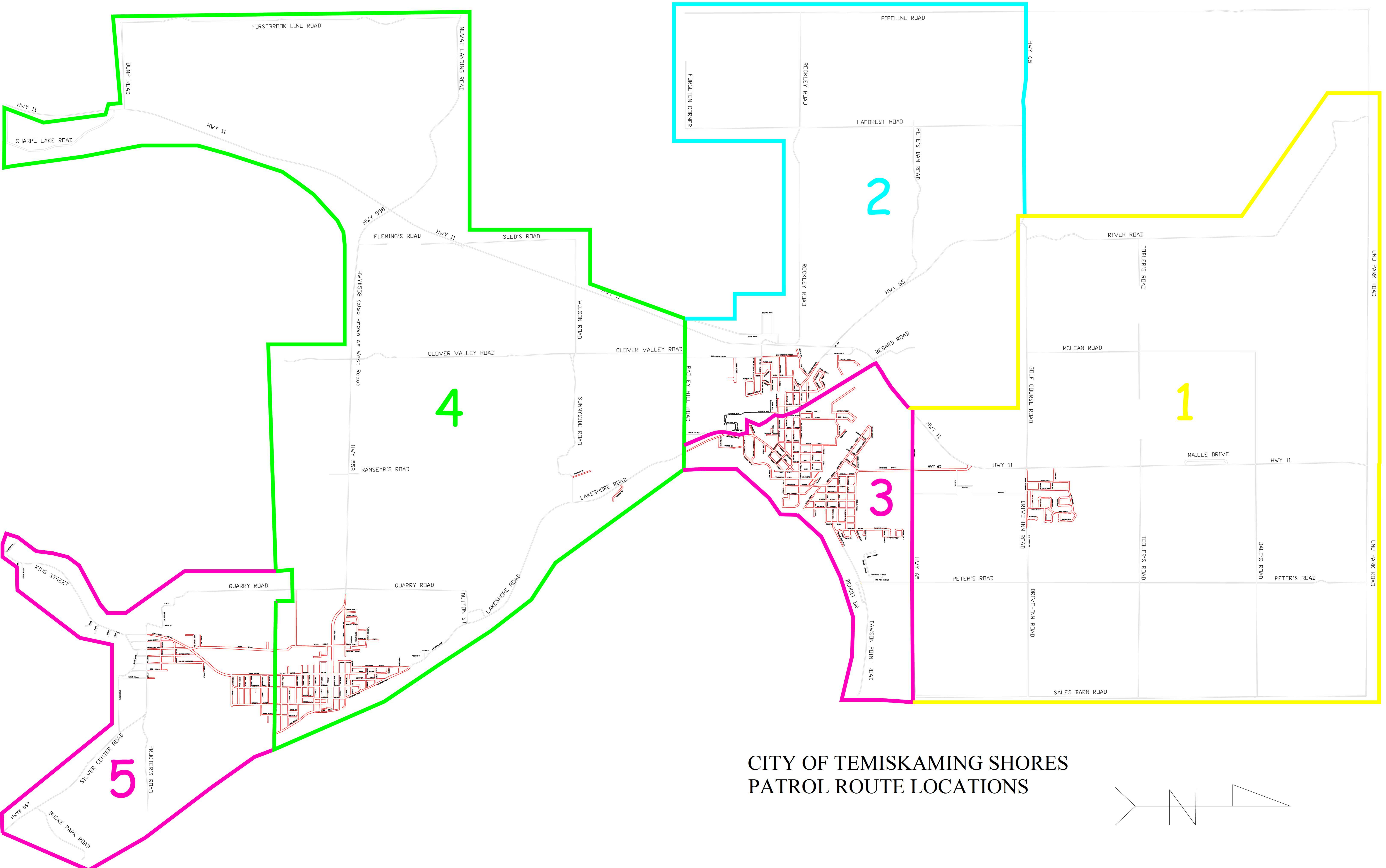
NORTH COBALT AREA



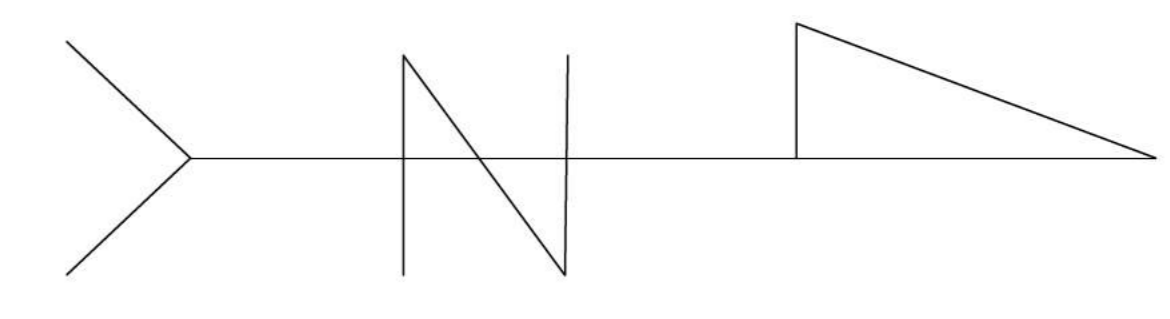
LAKE TEMISKAMING



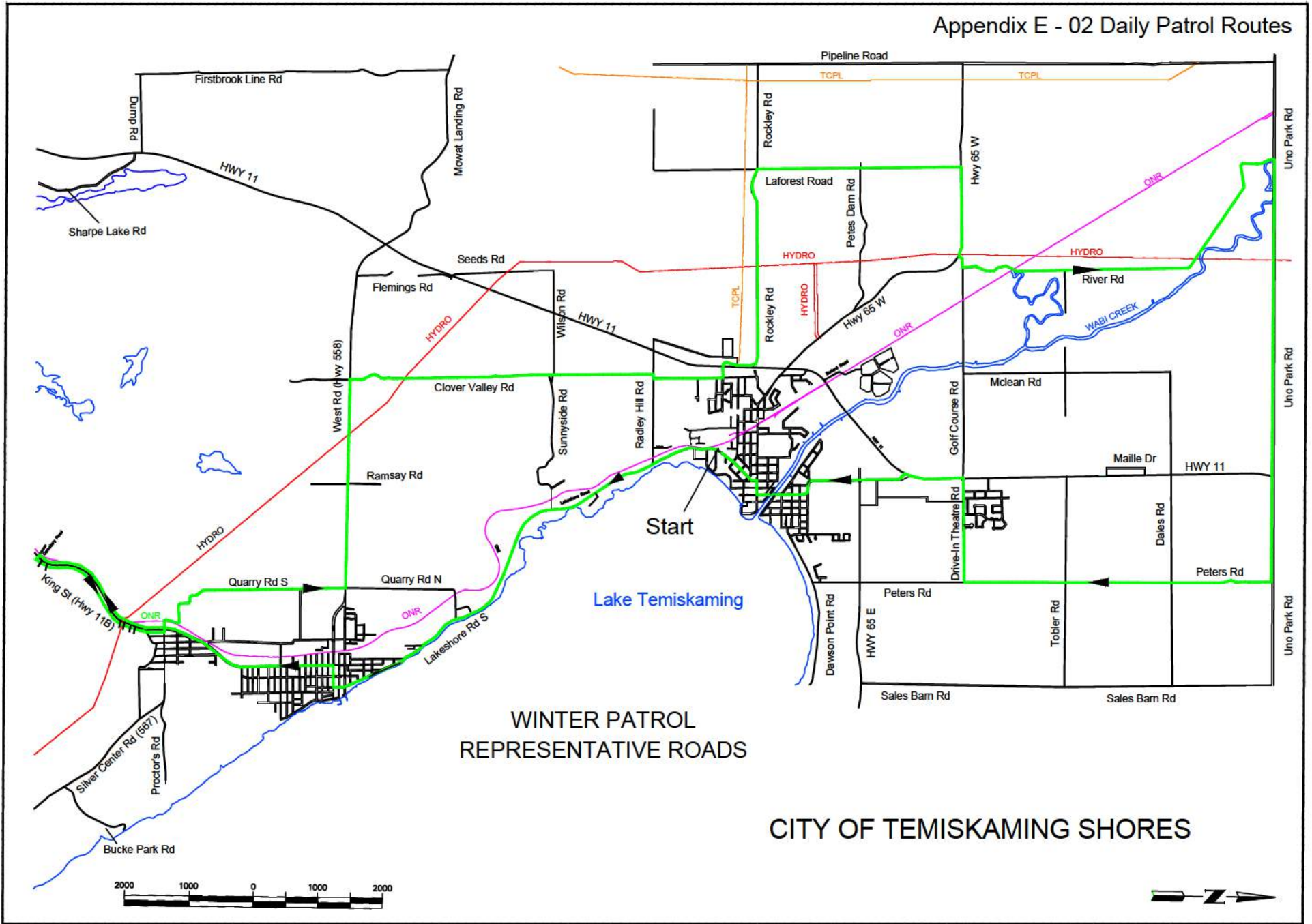
Appendix E – Patrols



CITY OF TEMISKAMING SHORES
PATROL ROUTE LOCATIONS



Appendix E - 02 Daily Patrol Routes



WINTER PATROL
REPRESENTATIVE ROADS

CITY OF TEMISKAMING SHORES



Work Order Request

City of Temiskaming Shores
Public Works Department
325 Farr Drive – City Hall
P.O. Box 2050
Haileybury, ON P0J 1K0

Work Order No.: **WO-(YEAR) - _____**

To: _____

From: _____

Date: _____

Description of Work Requested

How Identified:	Date:	Time:

Special Considerations

Signature: _____

Deadline for completion: _____

Description of Work Performed

Repairs Performed by:	<input type="checkbox"/> As Noted Above <input type="checkbox"/> As Described Below	
Supervisor (print):	Signature:	Completion Date:



Media Release - Road Closed

Date: _____ Time: _____

For Immediate Release

Due to a severe winter storm Ontario Provincial Police advise that the following roads in Corporation of the City of Temiskaming Shores are impassable due to drifting and blowing snow and have been closed to traffic.

Road Name	From	To

The Ontario Provincial Police advise that these roads will remain closed until the storm subsides and driving conditions improve.

For further Information, contact the City of Temiskaming Shores Public Works Department at 705-647-6220.

Appendix F – By-laws



The Corporation of the City of Temiskaming Shores

Excerpt from By-law No. 2012-101

**Being a by-law to Regulate Traffic and Parking of
vehicles in the City of Temiskaming Shores**

Section 5.9 of Schedule "A" to By-law No. 2012-101

Prohibition - Overnight Parking – Offence

No *person* shall *stop, stand or park* a *vehicle* on any *street* or *City* owned *parking lot* between the hours of 12:00 a.m. to 7:00 a.m. during the period of November 1st in one year to March 31st of the next year.

Certified True Copy
City of Temiskaming Shores

A handwritten signature in black ink, appearing to read "Logan Belanger".

Logan Belanger
Municipal Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2009-159

**BEING A BY-LAW TO REGULATE THE REMOVAL AND RELOCATION OF SNOW
WITHIN THE CITY OF TEMISKAMING SHORES**

WHEREAS the Council of the Corporation of the City of Temiskaming Shores deems it necessary and expedient to pass a By-law to regulate the removal and relocation of snow within the City of Temiskaming Shores;

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 Section 10(2) 6 of the Municipal Act, S.O. 2001, c. 25, as amended, authorizes Council to pass bylaws respecting the health, safety and well-being of persons;

AND WHEREAS Section 27 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws with respect to highways over which it has jurisdiction;

AND WHEREAS Section 128 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may prohibit with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

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

AND WHEREAS Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Act ;

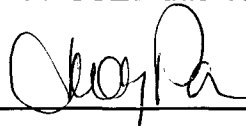
AND WHEREAS Section 446(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that if a municipality has the authority under any Act or under a by-law under any Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS Section 446(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may recover costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as taxes.

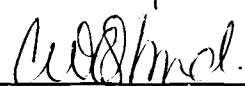
NOW THEREFORE the Council of the Corporation of the City of Temiskaming Shores hereby enacts as follows:

1. That Council adopts a by-law to regulate the removal and relocation of snow within the City identified as Schedule "A", attached hereto and forming part of this by-law;
2. That all by-laws respecting the removal, relocation and disposal of snow enacted by the former Town of Haileybury (more specifically By-law 94-6), the former Town of New Liskeard (more specifically By-law 1319), the former Township of Dymond (more specifically By-law 1355) and amendments thereto, are hereby repealed.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15th day of December, 2009.



Mayor



Clerk

CORPORATION OF THE CITY OF TEMISKAMING SHORES

SCHEDULE "A" TO BY-LAW NO. 2009-159

**BEING A BY-LAW TO REGULATE REMOVAL AND RELOCATION OF SNOW IN THE
CITY OF TEMISKAMING SHORES**

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**PART 1
GENERAL PROVISIONS**

SECTION

1.1 Short Title

This By-Law shall be cited as the "Snow Removal By-law".

1.2 Scope

The provisions of this By-law shall apply to all property within the geographic limits of the City of Temiskaming Shores, except where otherwise provided.

1.3 Enforcement

This By-law shall be enforced by a *By-law Enforcement Officer* or a *Police Officer*.

1.4 Conflicts with other by-law

Where a provision of this By-law conflicts with a provision of another by-law in force in the City of Temiskaming Shores, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the *municipality*, shall prevail to the extent of the conflict.

**PART 2
DEFINITIONS**

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words, phrases and terms defined in this section have the following meaning for the purposes of this By-law.

SECTION

2.1 "By-law Enforcement Officer" means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *City*.

2.2 "City" means the Corporation of the City of Temiskaming Shores.

2.3 "City Property" means any land situated within the City which is owned by the City or controlled by the City by lease or otherwise.

2.4 "Council" means the *Municipal Council* of the *City* of Temiskaming Shores.

2.5 "Municipality" means the land within the geographic limit of the City of Temiskaming Shores.

2.6 "Person" means an individual, firm or corporation.

SECTION

- 2.7** “**Police Officer**” means a member of the Ontario Provincial Police service.
- 2.8** “**Private Property**” means property which is privately owned and is not *City* property.
- 2.9** “**Provincial Offences Act**” means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.10** “**Sidewalk**” means any municipal walkway, or that portion of a *street* between *curb* lines or the lateral lines of a roadway, and the adjacent property line, primarily intended for use by *pedestrians*.
- 2.11** “**Street**” means a common and public highway, *street*, *roadway*, crescent, avenue, parkway, *driveway*, square, place, bridge, viaduct, trestle or other such place designated and intended for, or used by the general public for the passage or *parking* of *vehicles* and includes the area of land between the lateral property lines thereof.

PART 3 REGULATIONS

SECTION

- 3.1** **Deposit of Snow**
No *person* shall deposit, or cause to be deposited, any snow, ice, or other debris, on any *City property* or *street* from off of his or her property or any other *private property*.
- 3.2** **Re-Deposit of Snow**
- 3.2.1** No *person* shall move snow within a *street* or allow snow to be moved from one side of the cleared portion of the *street* intended for vehicular and pedestrian traffic, to the other side of the *street*.
- 3.2.2** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to encroach on the cleared portion of the *street* intended for vehicular and pedestrian traffic.
- 3.2.3** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to obstruct the normal visibility or the safe movement of vehicular and pedestrian traffic on the *street*.

**PART 4
PENALTIES**

SECTION

- 4.1** Any *person* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically provided in Appendix "1", shall be liable to a fine not exceeding \$5,000.00.

Where an offense is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

**PART 5
VALIDITY**

SECTION

5.1 **Validity of By-law**

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not effect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
Appendix "1" OF Schedule "A"
TO BY-LAW NO. 2009-159

SET FINES FOR BY-LAW NO. 2009-159

Item	COLUMN 1 Short form wording	COLUMN 2 Offence creating provision or Defining offence	COLUMN 3 Set fine
1	Deposit snow on <i>City property</i> .	Section 3.1	\$100.00
2	Re-Deposit snow from one side of <i>street</i> to the other.	Section 3.2.1	\$100.00
3	Re-Deposit snow to cleared portion of <i>street</i> .	Section 3.2.2	\$100.00
4	Re-Deposit snow so as to obstruct visibility.	Section 3.2.3	\$100.00

Note: The general penalty provision for the offences listed above is Schedule A section 4.1 of By-law No. 2009-159, a certified copy of which has been filed.

Appendix G – Winter Parking Notice

NOTICE – OVERNIGHT PARKING

Effective November 1, 2024

to March 31, 2025

By-law No. 2012-101 prohibits the parking of vehicles on municipal streets
or City-owned parking lots between the hours of

12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

Appendix H –
Minimum Maintenance Standards

Municipal Act, 2001
Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02
MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From May 3, 2018 to the [e-Laws currency date](#).

Last amendment: 366/18.

Legislative History: 288/03, 613/06, 23/10, 47/13, 366/18.

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,

“bicycle facility” means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

“bicycle lane” means,

- (a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- (b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

“cm” means centimetres;

“day” means a 24-hour period;

“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“pothole” means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a sidewalk, roadway or shoulder;

“utility” includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

“utility appurtenance” includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

“weather” means air temperature, wind and precipitation.

“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

(a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or

(b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

O. Reg. 366/18, s. 1 (5).

Application

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) REVOKED: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

Purpose

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

Patrolling

3. (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

Weather monitoring

3.1 (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

(2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

Snow accumulation, roadways

4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (1).

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
 - 2. Performing highway maintenance activities.
 - 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
- (a) performing an actual measurement;
 - (b) monitoring the weather; or
 - (c) performing a visual estimate. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (3).
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
- (a) plowing the roadway;

- (b) salting the roadway;
- (c) applying abrasive materials to the roadway;
- (d) applying other chemical or organic agents to the roadway;
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).
- (6) This section does not apply to that portion of the roadway,
 - (a) designated for parking;
 - (b) consisting of a bicycle lane or other bicycle facility; or
 - (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE
SNOW ACCUMULATION - ROADWAYS

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

Snow accumulation on roadways, significant weather event

4.1 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

Snow accumulation, bicycle lanes

4.2 (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.

(2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.

(3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.

(4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,

- (a) plowing the bicycle lane;
- (b) salting the bicycle lane;
- (c) applying abrasive materials to the bicycle lane;
- (d) applying other chemical or organic agents to the bicycle lane;
- (e) sweeping the bicycle lane; or

(f) any combination of the methods described in clauses (a) to (e). O. Reg. 366/18, s. 7.

TABLE
SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours
5	10 cm	24 hours

O. Reg. 366/18, s. 7.

Snow accumulation on bicycle lanes, significant weather event

4.3 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

Ice formation on roadways and icy roadways

5. (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

- 1. Monitor the weather in accordance with section 3.1.
- 2. Patrol in accordance with section 3.
- 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.

(2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 366/18, s. 8.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1
ICE FORMATION PREVENTION

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

O. Reg. 366/18, s. 8.

TABLE 2
TREATMENT OF ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 366/18, s. 8.

Icy roadways, significant weather event

5.1 (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

Potholes

6. (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).

(2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE 1
POTHOLE ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1000 cm ²	8 cm	7 days
4	1000 cm ²	8 cm	14 days
5	1000 cm ²	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm ²	8 cm	7 days
4	1500 cm ²	10 cm	14 days
5	1500 cm ²	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm ²	8 cm	7 days
2	1500 cm ²	8 cm	7 days
3	1500 cm ²	8 cm	14 days
4	1500 cm ²	10 cm	30 days
5	1500 cm ²	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

Shoulder drop-offs

7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).

(3) In this section,

“shoulder drop-off” means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

Cracks

8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE
CRACKS

Column 1 Class of Highway	Column 2 Time
1	30 days
2	30 days
3	60 days
4	180 days
5	180 days

O. Reg. 366/18, s. 10 (2).

Debris

9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.

(2) In this section,

“debris” means any material (except snow, slush or ice) or object on a roadway,

(a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and

(b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

Luminaires

10. (0.1) REVOKED: O. Reg. 366/18, s. 12.

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(6) Luminaires are deemed to be in a state of repair,

(a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;

(b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;

(c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;

(d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.

(7) In this section,

“conventional illumination” means lighting, other than high mast illumination, where there are one or more luminaires per pole;

“high mast illumination” means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

“luminaire” means a complete lighting unit consisting of,

(a) a lamp, and

(b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

TABLE
LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

Signs

11. (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.

(0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.
- 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.
7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

Regulatory or warning signs

12. (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days

3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

Traffic control signal systems

13. (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.
6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian “walk” signal, the standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.

(4) In this section and section 14,

“cycle” means a complete sequence of traffic control indications at a location;

“display” means the illuminated and non-illuminated signals facing the traffic;

“indication” has the same meaning as in the *Highway Traffic Act*;

“phase” means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

“power failure” means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

“traffic control signal” has the same meaning as in the *Highway Traffic Act*;

“traffic control signal system” has the same meaning as in the *Highway Traffic Act*. O. Reg. 239/02, s. 13 (4).

Traffic control signal system sub-systems

14. (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.

(1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).

(2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

(2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).

(3) In this section,

“conflict monitor” means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

Bridge deck spalls

15. (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.

(2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.

(3) In this section,

“bridge deck spall” means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1,000 cm ²	8 cm	7 days
4	1,000 cm ²	8 cm	7 days
5	1,000 cm ²	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

Roadway surface discontinuities

16. (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.

(3) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE
SURFACE DISCONTINUITIES

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

Sidewalk surface discontinuities

16.1 (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

(1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.

(2.1) REVOKED: O. Reg. 366/18, s. 14.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.

(5) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

Encroachments, area adjacent to sidewalk

16.2 (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.

(3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.

(4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.

(5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.

(6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks

16.3 (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.

(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks, significant weather event

16.4 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

Ice formation on sidewalks and icy sidewalks

16.5 (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

Icy sidewalks, significant weather event

16.6 (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

Winter sidewalk patrol

16.7 (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

Closure of a highway

16.8 (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

(2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,

(a) when a municipality passes a by-law to close the highway or part of the highway; and

(b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

Declaration of significant weather event

16.9. A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.

2. By making an announcement on a social media platform, such as Facebook or Twitter.

3. By sending a press release or similar communication to internet, newspaper, radio or television media.

4. By notification through the municipality's police service.

5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

REVIEW OF REGULATION**Review**

17. (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

18. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.

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Appendix I – Training Records



Record of Training

This statement certifies that the below named individual has successfully completed the in-house Winter Operations Training program as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

Employee Name (Print)_____

Employee Signature_____

Date_____

Trainer Signature_____

Supervisor Signature_____



Record of Training – Patrol Person

This certifies that _____ (employee name) has successfully completed the in-house Winter Operations - Night Patroller Training as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations - Patroller Training workshop includes the following modules:

- Weather monitoring and forecasting results including: Road Weather Information System, Value Added Meteorological Service, eutectic temperature, pavement temperature, dew point
- Winter Schedules
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - usage, application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Call-out procedures
- Emergency contacts
- Yard and Equipment maintenance

Employee Name (Print)_____

Employee Signature_____

Date of Training_____

Trainer Signature_____

Supervisor Signature_____

Appendix J – Call-out Charts

Call-out Chart “ROADS”

FORECAST	CALL-OUT RESPONSE			
STORM SEVERITY	CLASS 2	CLASS 3	CLASS 4	CLASS 5
Less than 5 cm	<p>After storm has ended and after becoming aware that the snow accumulation is greater than 5 cm call-out plows and clear the snow within 6 hours.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>
More than 5 cm	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 5 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 5 cm clear the snow within 6 hours</p> <p>No call-out of sander unless roads become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 12 hours</p> <p>No call-out of sander unless roads become slippery.</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 16 hours</p> <p>No call-out of sander unless roads become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours</p> <p>No call-out of sander unless roads become slippery</p>
Sleet and freezing rain	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

Call-out Chart “SIDEWALKS”

FORECAST	CALL-OUT RESPONSE	
Storm Severity	Priority 1 – Downtown Areas	Priority 2 – Side Streets
Up to 10 cm	<p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm call-out plows and clear the snow within 24 hours</p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>No requirement for snow clearing operations.</p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
More than 10 cm	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours</p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 15 cm.</p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
Sleet and freezing rain	Call-out sander if sidewalk conditions permit	Call-out sander if sidewalk conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

Call-out Chart “SNOW REMOVAL”

FORECAST	CALL-OUT RESPONSE	
Snow Accumulation	Priority 1 - Downtown areas	Priority 2 - Side streets
Up to 60 cm snow bank	No requirement for snow removal operations	No requirement for snow removal operations
Up to 120 cm snow bank	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 60 cm, removal operations shall begin.</p> <p>The winter control plan indicates a downtown street removal route numbered from 1 to 21 which suggests an importance level and will be used as a guide to operations.</p> <p>Due to traffic and pedestrian congestion, this work may be required to be completed during the night shift. Deviation from this will be approved by the Director or his designate.</p> <p>Snow removal in downtown areas will have priority over side streets.</p> <p>It is understood that conditions may occur which temporarily prevent achieving the level of service specified.</p>	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 120 cm, removal operations shall begin.</p> <p>Intersections will receive service when it is deemed by the road supervisor to pose a hazard to vehicular traffic.</p>
Sleet and freezing rain	Call-out sander if conditions permit	Call-out sander if conditions permit

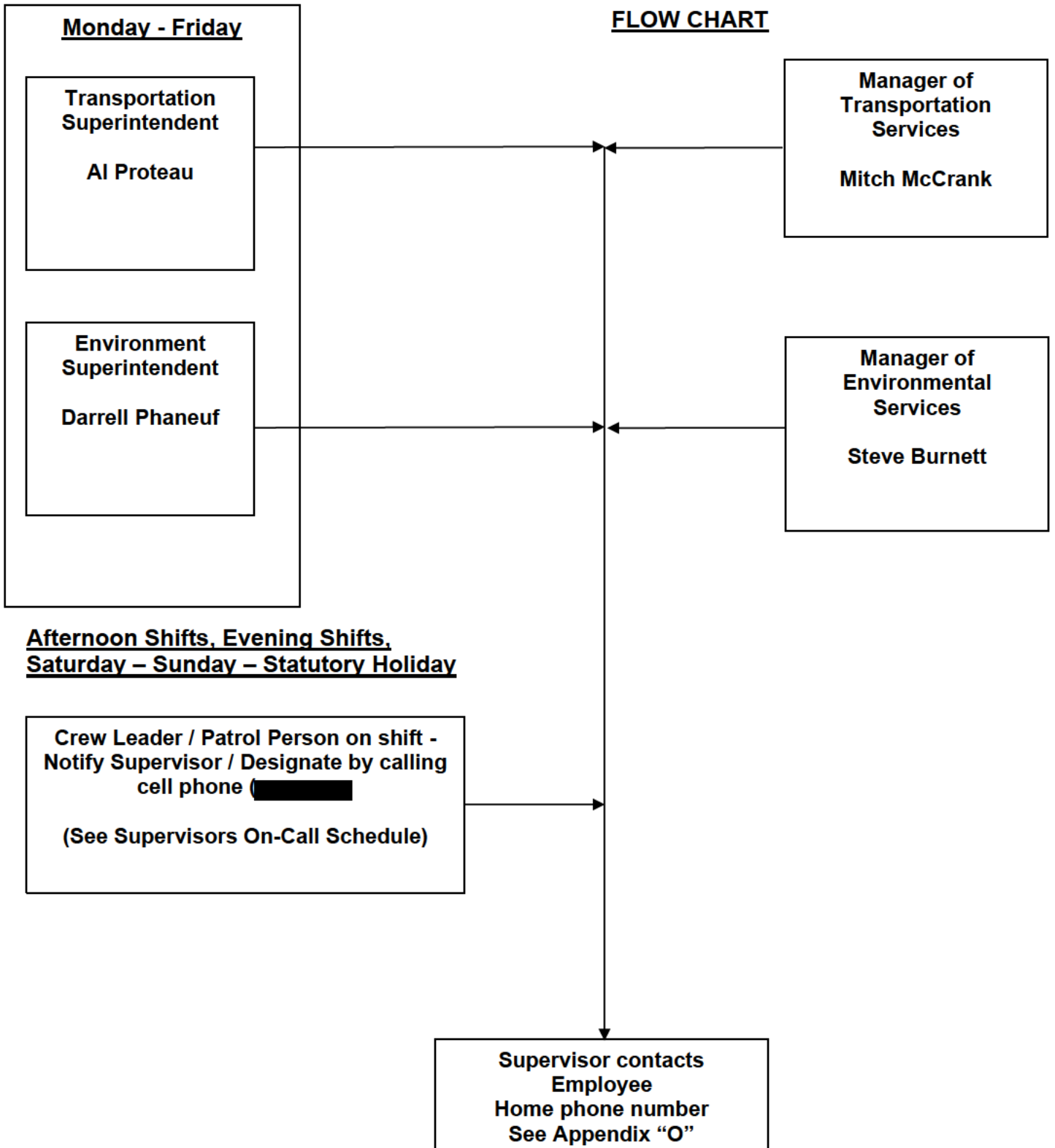
It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

NOTE: One 8 hour night shift removes +/- 2,700 cubic meters of snow

Appendix K – PW Notice Charts

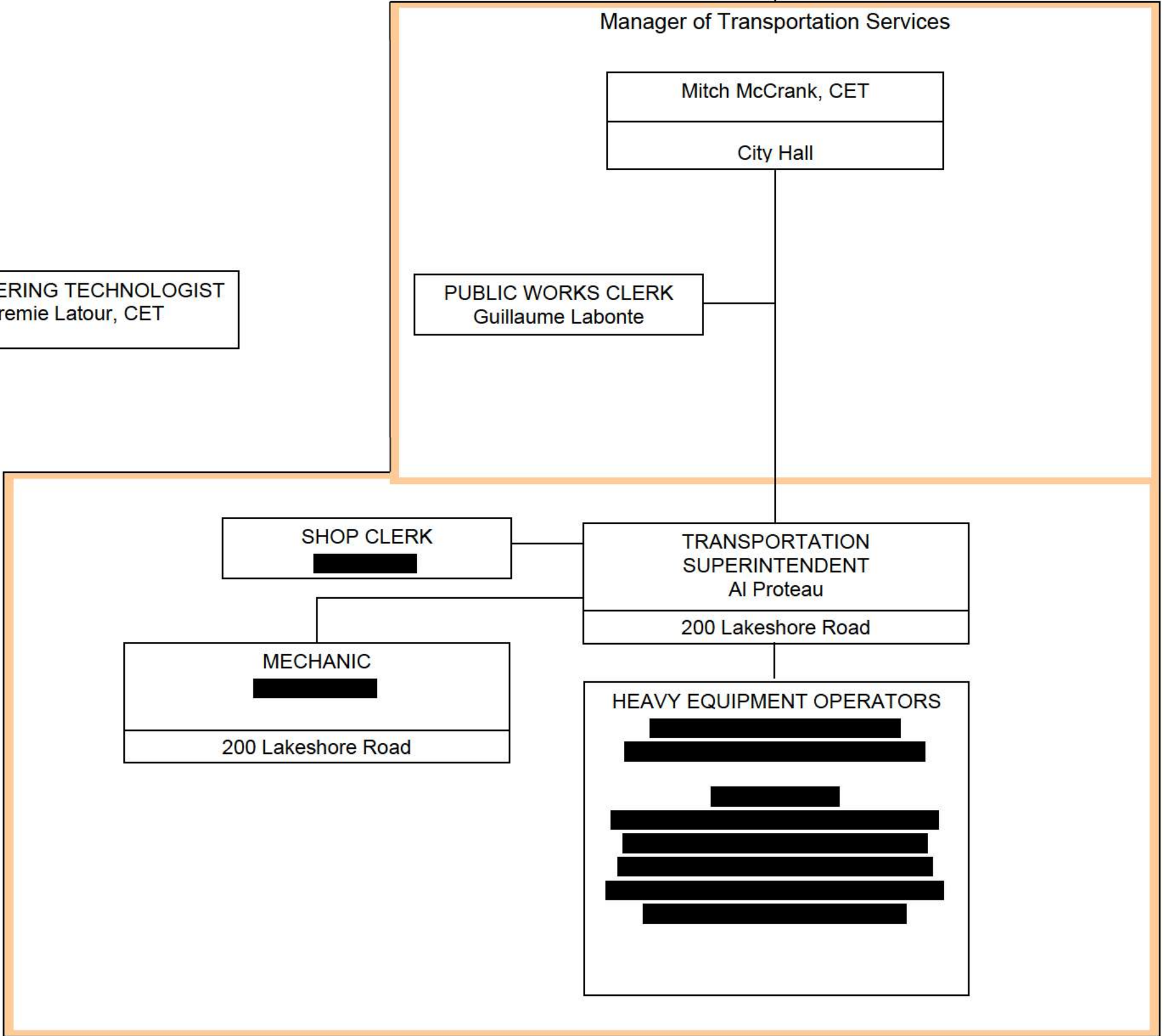
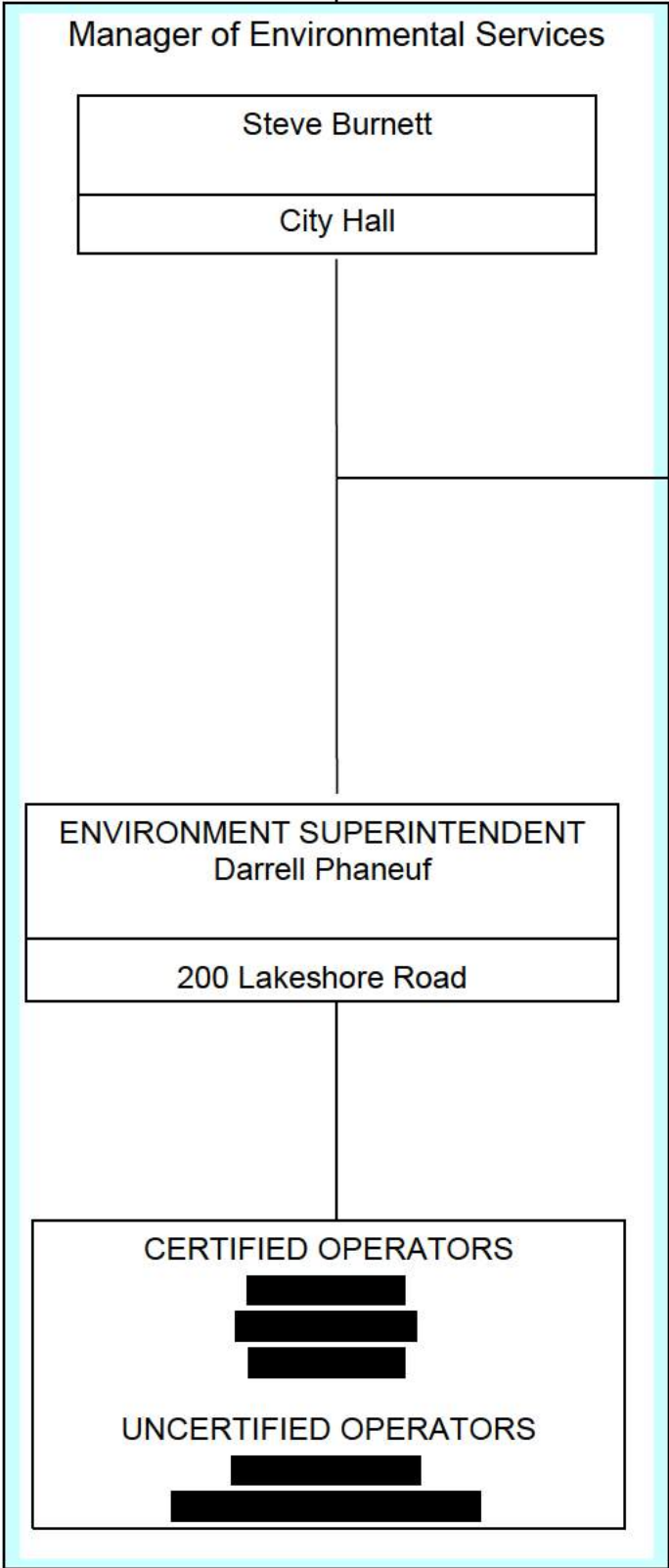
Public Works Department Operations Division

Winter Control Notification FLOW CHART






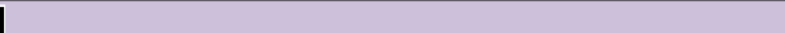





















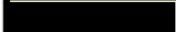








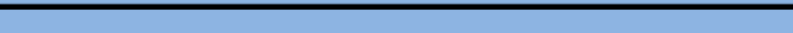













Appendix L – PW Org. Chart

City Manager
City Hall



Appendix M – Shift Partners

City of Temiskaming Shores

2024 - 25 Winter Operations Plan	
Shift Partners	
Crew One	 
	 
	 
	
	 
Crew Two	 
	 
	 
	 
	 S 
Crew Three	 
	 
	 
	 
	 
Crew Four	 
	 
	 
	 
	 /S 
Dayshift	 
	
	
	
	
	
	
	

Appendix N – Shift Schedule

November											OFF										Sat											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
22:00 - 6:30			3	3	3	3	3	2E	2E		4	4	4	4	3E	3E	1	1	1	1	1	1	4E	4E	2	2	2	2	2	2	1E	1E
6:30 - 15:00			1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	2B	2B		1,2,3	1,2,3	1,2,3	1,2,3	3B	3B	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4B	4B	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	1B		
15:00 - 23:30			AP	AP	AP	AP	AP	2A	2A		AP	AP	AP	AP	3A	3A	AP	AP	AP	AP	AP	AP	4A	4A	AP	AP	AP	AP	AP	1A		
	Steve							Mitch							Darrell							Al					Steve					

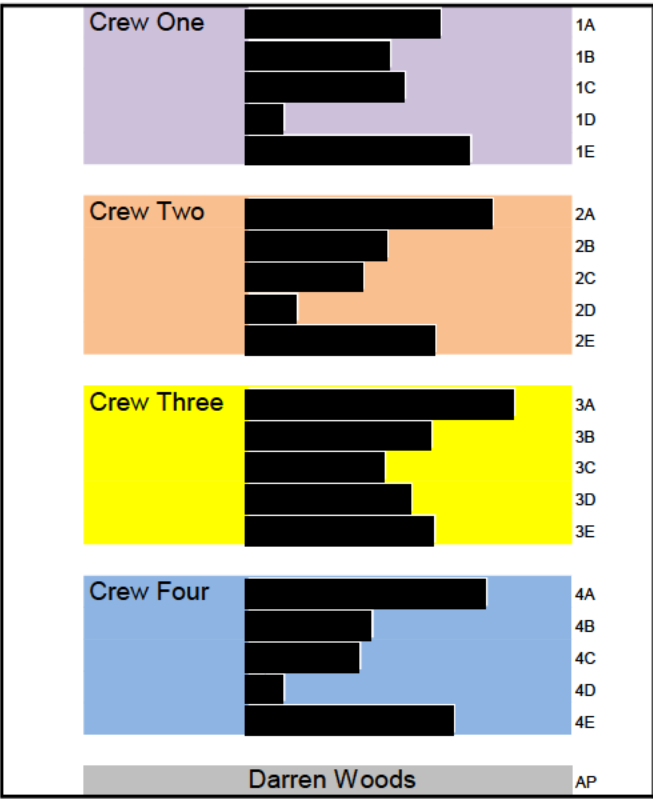
December											Sun.	SAT SUN MON TUES														STAT	FRI	SAT	SUN	MON	TUES
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	3	3	3	3	3	2D	2D	4	4	4	4	4	3D	3D	1	1	1	1	1	1	4D	4D	2	2			1D	1D	3	3	
6:30 - 15:00	1B	1,2,4	1,2,4	1,2,4	1,2,4	2C	2C	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3C	3C	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4C	4C	1,3,4	1,3,4		1,2,3,4	1C	1C	1,2,4	1,2,4	
15:00 - 23:30	1A	AP	AP	AP	AP	2E	2E	AP	AP	AP	AP	AP	3E	3E	AP	AP	AP	AP	AP	AP	4E	4E	AP	AP		AP	1E	1E	AP	AP	
	Steve					Mitch										Darrell							Al					Steve			

January											STAT	THURS	FRI																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
22:00 - 6:30		AP Phone	2B	2B	4	4	4	4	4	4	3B	3B	1	1	1	1	1	4B	4B	2	2	2	2	2	2	1B	1B	3	3	3	3	2C
6:30 - 15:00		1,2,3,4	1,2,3,4	2E	2E	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3E	3E	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4E	4E	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	1E	1E	1,2,4	1,2,4	1,2,4	1,2,4		
15:00 - 23:30		AP	AP	2D	2D	AP	AP	AP	AP	AP	3D	3D	AP	AP	AP	AP	AP	4D	4D	AP	AP	AP	AP	AP	1D	1D	AP	AP	AP	AP		
	Steve		Mitch										Darrell							Al					Steve				M			

February											STAT																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
22:00 - 6:30	2C	4	4	4	4	4	3C	3C	1	1	1	1	1	4C	4C	2	2	2	2	2	1C	1C	3	3	3	3	3	2A
6:30 - 15:00	2A	2A	1,2,3	1,2,3	1,2,3	1,2,3	3A	3A	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4A	4A		1,3,4	1,3,4	1,3,4	1,3,4	1A	1A	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	
15:00 - 23:30	2B	2B	AP	AP	AP	AP	3B	3B	AP	AP	AP	AP	AP	4B	4B		AP	AP	AP	AP	AP	1B	1B	AP	AP	AP	AP	
	Mitch							Darrell							Al					Steve					M			

March											SAT	SUN															MON				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	2A	4	4	4	4	4	3A	3A	1	1	1	1	1	4A	4A	2	2	2	2	2	1A	1A	3	3	3	3	3	2D	2D	4	4
6:30 - 15:00	2D	2D	1,2,3	1,2,3	1,2,3	1,2,3	3D	3D	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4D	4D	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	1D	1D	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	2B	2B	1,2,3	
15:00 - 23:30	2C	2C	AP	AP	AP	AP	3C	3C	AP	AP	AP	AP	AP	4C	4C	AP	AP	AP	AP	AP	1C	1C	AP	AP	AP	AP	AP	2A	2A	AP	
	Mitch							Darrell							Al					Steve					M						

April											If Needed	STAT														STAT				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30	4	4	4	3D	3D																									
6:30 - 15:00	1,2,3	1,2,3	1,2,3	1,2,3	3B	3B	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4																			
15:00 - 23:30	AP	AP	AP	AP	3A	3A																								
	Mitch																													



Remembrance Day - Nov 11

Everyone gets a day off.
Crew 4 will have the Sunday night shift off.
Crew 1,2,3 will have the Monday the 11th off.

Family Day - Feb 17

4B works Afternoon Sunday Feb 16th.
AP carries phone and patrols as required 17
Gives phone to Crew 2 coming in on nights

Appendix O – Staff Contact
Information (Private & Confidential
Information to be available through
Clerks office)

Appendix P – Telephone System

City of Temiskaming Shores

Telephone System - Winter Operations 2024 - 2025						
Item	Day	Time	Action		Comments	
			Roads	W/S		
1	First point of Contact is 705-647-6220 if busy or after hours will prompt to Press "3" or transfer automatically to 705-648-5575					
2	Sunday 11:01 p.m. to Friday 3:00 p.m.	6:31 am to 3:00 pm	705-647-6220	705-647-6220	When main line is busy General voice mail Leave a message or press #3 should direct to 648-5575	705-647-6220 with a message
		3:01 pm to 11:30 pm	705-647-6220 705-648-5575		General message system Landfill hours, roads, water to On call "person" Phone voice mails Leave a message or press #3 should direct to 648-5575	message in phone
		11:01 pm to 7:30 am	705-647-6220 705-648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
3	Friday 3:01 p.m. to Sunday 11:00 p.m.	3:01 pm to 11:30 pm	705-647-6220 705-648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		11:00 pm to 7:30 am	705-647-6220 705-648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		7:00 am to 3:30 pm	705-647-6220 705-648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
4	Secondary Contact	24 Hours per day			Manager of Environmental Services Manager of Transportation Services Leave a message or text if no response	

The Corporation of the City of Temiskaming Shores

By-law No. 2024-119

Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse, and for the operation and maintenance of the New Liskeard Municipal Landfill Site

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-026-2024 at the October 1, 2024 Committee of the Whole Meeting and directed staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse and for the operation and maintenance of the New Liskeard Municipal Landfill Site, for consideration at the October 15, 2024 Regular Meeting of Council; and

Whereas Council deems it necessary to enter into an agreement with Phippen Waste Management Limited.

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 an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse, a copy of which is attached hereto as **Schedule "A"** forming part of this by-law; and for the operation and maintenance of the New Liskeard Municipal Landfill Site, a copy of which is attached hereto as **Schedule "B"** forming part of this by-law.
2. That the Term of this agreement shall commence on January 1, 2025 and shall terminate on December 31, 2031.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedules as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 15th day of October, 2024.

Mayor

Clerk



Schedule "A" to

By-law No. 2024-119

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Collection, Removal and Disposal of Refuse

This Agreement made on this 15th day of October, 2024

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Limited
(hereinafter called the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with the Contractor for the collection, removal and disposal of refuse;

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1. Definitions

- 1.1 **Adequate Equipment** shall mean to include two (2) automated side loader trucks with a lift or arm capable of grabbing and lifting Approved Containers into the hopper then returning the containers to the curb, and capable of compacting and transporting waste material;
- 1.2 **Appointee** means the Manager of Environmental Services or the person acting as such, or any other person authorized by the Manager of Environmental Services;
- 1.3 **Approved Container** means the City issued 65 – gallon garbage container designed for automated collection services;
- 1.4 **Bi-weekly collection** means the collection of Refuse on alternating weeks;
- 1.5 **City** means the City of Temiskaming Shores;
- 1.6 **Collection Location** means the location at which the Contractor has agreed to collect Refuse from a curb side adjacent to a public roadway, or at a mutually agreed upon location on the residents property, onto the collection vehicle;
- 1.7 **Collection Services** means all services performed by the Contractor in connection with single-family, multi-residential and ICI collection of Refuse;
- 1.8 **Containerized Collection** means the system of collection of garbage, placed in Approved Containers by means of a front-end collection vehicle;

- 1.9 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.10 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items excluding energy, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.11 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.12 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.13 **Disposal Site** means the New Liskeard Landfill Site located at 704165 Rockley Road or other location as determined by the Corporation;
- 1.14 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 1.15 **Multi-Residential Building** means a building containing between two (2) and eight (8) self-contained residential living units;
- 1.16 **Refuse** means any material as defined in By-law No. 2015-021, and amendments thereto;
- 1.17 **Recyclable Material** means any material defined in By-law No. 2015-021, and amendments thereto;
- 1.18 **Semi-automated Collection** means manually assisted automated collection of waste from Collection Locations in Approved Containers
- 1.19 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;
- 1.20 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement;
- 1.21 **Unacceptable Waste** means any material defined in By-law No. 2015-021.

2. Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2025** and shall conclude on the **31st day on December, 2031.**

2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional seven (7) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3. Right to Terminate Agreement

3.1 The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4. Termination of this Agreement

4.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

4.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

5. Remuneration

5.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under this agreement.

5.2 The Corporation shall pay to the Contractor *three dollars and forty cents (\$3.40)* plus HST per cart, for a minimum collection of 4,200 carts per week.

5.3 The Corporation shall pay the Contractor for the bi-weekly collection of dumpsters located at eligible Multi-Residential Buildings at the following rates:

Refuse	
Size of Dumpster	Rate per Collection
Two (2) Yard	\$34.45, plus HST
Four (4) Yard	\$46.95, plus HST
Six (6) Yard	\$66.65, plus HST

5.4 The Corporation shall pay the Contractor a monthly amount of *two thousand and thirty-four dollars and fifteen cents (\$2,034.15)* plus HST for the Semi-Automated

Collection of Refuse for areas mutually agreed to be inaccessible for Automated Collection by the Corporation or its Appointee and by the Contractor.

- 5.5 The Corporation shall also pay the Contractor an amount of *seventeen dollars and fifty cents* (\$17.50) plus HST, per collection from a residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.
- 5.6 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.
- 5.7 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- 5.8 The Contractor shall be intitled to a Diesel Fuel Surcharge of 0.2% contract increase for every \$ 0.01 over \$ 2.00/Litre. This increase will be applied to 100% of the monthly contract value and determined by the Northern Ontario average for diesel fuel as published weekly on the Government of Ontario's website (www.ontario.ca/motor-fuel-prices).
- 5.9 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding energy outlined in Section 5.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

6. Applicable by-laws

- 6.1 For the purposes of this agreement the applicable By-law is the Solid Waste Management By-law No. 2015-021.

7. Change of Law Provisions

- 7.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 7.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing

the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.

- 7.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 7.4 A "Change of Law" includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 7.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
- (i) Any necessary change in the Work;
 - (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
 - (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - (iv) Any loss of income that may result from the Change of Law;
 - (v) Any estimated change in the costs of performing the work as a direct result of the Change of Law; and
 - (vi) Any costs and/or expenses required or may no longer be required as a result of the Change of Law.

7.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

8. Collection Schedule – Residential Areas

8.1 The Contractor undertakes and agrees to carry-out the collection and disposal of garbage and other Refuse within the City as set out in **Appendix 01 – Collection Schedule Map**;

8.2 That residential garbage collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags) per residential unit;

8.3 That garbage shall be collected on a Biweekly Collection schedule (every two weeks) on alternating weeks;

9. Collection map – Areas Defined

9.1 The **Collection Schedule Map (Appendix 01)** depicts the general areas of the collection program including the day of collection. The following table is designed to provide further clarification of the boundaries of the various areas:

Area 1 – Monday		Area 2 – Tuesday	
Boundary	Description	Boundary	Description
North	South side of Hwy 65E	North	South side of Radley Hill Rd.
South	Lake Temiskaming	South	North side of Albert St.
West	Wabi River	West	East side of Firstbrook Line Rd.
East	West side of Peter's Rd.	East	Lake Temiskaming
Area 3 – Wednesday		Area 4 - Thursday	
Boundary	Description	Boundary	Description
North	South side of Whitewood Ave.	North	South side of Albert St.
South	North side of Radley Hill Rd.	South	South limit Temiskaming Shores
West	East side of Shepherdson Rd.	West	Quarry Rd.
East	Lake Temiskaming	East	Lake Temiskaming
Area 5 – Wednesday		Area 6 – Friday	
Boundary	Description	Boundary	Description
North	South side of Uno Park Rd.	North	Bedard Rd.

South	Dymond Twp.	South	North side of Whitewood Ave.
West	Dymond Twp.	West	East side of Whitewood Ave.
East	Dymond Twp.	East	Wabi River

Note: these boundaries are general in nature and not be construed as specific.

10. Collection Schedule – Industrial, Commercial, Institutional Sectors

- 10.1 The Contractor undertakes and agrees to carry out the collection and disposal of Refuse from the ICI sectors as set out in **Appendix 01 – Collection Schedule Map**;
- 10.2 That ICI collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags), per ICI unit;
- 10.3 That garbage collection for ICI shall be bi-weekly on alternating weeks, unless otherwise stated;

11. Industrial, Commercial & Institutional Collection – Areas Defined

- 11.1 The Contractor shall be responsible for the collection of Refuse from the ICI Sectors within all areas. In particular, collection from the established downtown cores shall be in accordance to the following on alternating weeks:

Downtown Core	Collection Day
Haileybury	Garbage - Area 2 (Tuesday) - Part of residential collection
New Liskeard	Garbage – Fridays – prior to morning rush

12. Compliance with Collection Schedule

- 12.1 The Contractor shall make collections on every scheduled day regardless of weather conditions, equipment breakdowns or quantity of materials, and shall plan operations so that such normal contingencies are overcome. If conditions are so abnormal that regular collection is not possible, the Contractor shall inform the Corporation and request approval to suspend collection operations until the next working day. If in the opinion of the Corporation, there is not sufficient justification in the request and the Contractor is unable to carry out the scheduled work, the Corporation may have the work done by others and the cost of such work shall be borne by the Contractor. The onus is on the Contractor to have back-up equipment when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

13. Equipment / Staffing

13.1 The Contractor shall use units that have fully enclosed steel bodies mounted on adequate truck chassis capable of loading, compacting and unloading waste mechanically with an automated side lift-arm.

The Contractor shall be required to maintain and operate the necessary number of waste collection units, with operator(s), sufficient to collect, haul and dispose at the appropriate disposal site all collectable Refuse in accordance with the by-law(s) governing the collection.

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance, washing, storage, etc. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

13.2 The Contractor shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications and supply training, as mandated or required.

14. Health and Safety

14.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while engaged in garbage and recycling collection services. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

14.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

14.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

15. Special Programs

15.1 The Corporation from time-to-time may introduce special programs such as the *Spring Clean-Up* program. The Contractor shall have no obligations with respect to special programs unless through mutual agreement with the Corporation.

16. Public Courtesy

16.1 The Contractor shall ensure that all employees engaged in Collection Services are courteous with the general public and shall direct all inquires to the Contractor's Office.

17. Contractor's Office

17.1 The Contractor shall maintain an office within easy access at all times during the currency of the Contract, and such office shall be so staffed that during normal working hours, complaints respecting the garbage Collection Services may be received and processed by the said Contractor.

18. Ratepayer Concern Report

18.1 The Contractor shall maintain a written record of all ratepayer concerns received. The report, at a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

18.2 The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

19. Standard of Performance

19.1 All work to be performed under this Agreement shall be to the satisfaction of Corporation or its Appointee and be carried out in accordance with the applicable By-law(s).

20. Collection Schedule

20.1 The Contractor shall not commence any collections in any residential area before 6:30 a.m. except as otherwise authorized by the Corporation.

20.2 To minimize disruption of traffic in the downtown area and other commercialised areas, the Contractor will so schedule collection so as to have substantially completed pick-up in these areas prior to the morning rush hour, except as otherwise authorized by the Corporation.

21. Changes to Collection Schedule

21.1 All changes in the collection schedule shall be subject to the approval of the Corporation or its Appointee;

21.2 The Contractor at his own expense shall advertise all such changes in such a manner as the Corporation may require. This may include newspaper notices and/or radio advertisement and/or flyers.

22. Collection

22.1 The Contractor will be required to collect Refuse from the curb side adjacent to the householders' premises as has been established practice within the City of Temiskaming Shores. The Corporation or its Appointee reserves the right to modify the collection location according to operational changes. All Approved Containers

shall be returned to the same Collection Location from which the Contractor took them, except for when the Contractor is placing Approved Containers in a preferable location for future collections.

- 22.2 The Contractor shall provide service to new and eligible housing units or ICI units upon authorization of the Corporation. Such notification will be provided to the Contractor when a building(s) is occupied and is satisfactory to facilitate service by collection vehicles. The Contractor shall be paid for collection services provided to new and eligible buildings, and shall be provided with the updated quantity of Approved Containers at the end of each month throughout the Term of the Contract.
- 22.3 The Contractor shall be responsible for making arrangements with the owners of all eligible Multi-Residential Buildings receiving Containerized Collection for the set up of Collection Locations and collection dates.
- 22.4 The Contractor will be required to collect Refuse materials from households that have been approved by the Corporation as requiring the assisted waste collection service, providing the resident(s) complies with responsibilities related to the Collection Service.
- 22.5 The Contractor shall attach "notices tags" provided by the Corporation, on Approved Containers when found incompliant with the Corporations Solid Waste Management By-law No. 2015-021, and any amendments thereafter. The Contractor shall provide the Corporation with the address and the corresponding notice type on a per-occurrence basis.
- 22.6 The Contractor shall be responsible for the repair or replacement of the Approved Containers that may be damaged by the Contractor from the Collection Location. If, in the opinion of the Contractor, certain containers are potentially dangerous to the health and welfare of employees, the Contractor shall so notify the Corporation or its Appointee.
- 22.7 The Contractor shall not be responsible for missed collection(s) of Approved Containers if they were placed at the Collection Location outside of the times described in the Corporation's Solid Waste Management By-law, or for waste that was packed or frozen in the container(s).

23. Holiday Collections

- 23.1 No collections shall be made on statutory holidays, unless mutually agreed upon by the Corporation and the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it.

24. Traffic

24.1 The Contractor shall be subject to the provisions of the Traffic By-Law of the City of Temiskaming Shores, as amended. The Contractor shall perform duties in accordance with the Highway Traffic Act, as amended as well as be in adherence with the Ontario Traffic Manual – Book 7 – Temporary Conditions.

25. Disposal Site

25.1 All Refuse collected must be deposited at the Disposal Site. The Contractor shall deposit Refuse at other temporary areas designated from time-to-time as the Corporation may direct.

25.2 The Contractor shall observe the operating hours of the disposal sites as established by the Corporation from time-to-time. The Contractor, at its expense, may make arrangements with the disposal site operator to deliver refuse outside established operating hours.

26. Supplementary Services by Contractor to the Public

26.1 It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

26.2 The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

27. Insurance

27.1 Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Five Million Dollars (\$5,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

27.2 The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

- 27.3 The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

28. Indemnification of Corporation

- 28.1 The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.
- 28.2 The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

29. Workplace Safety and Insurance Act

- 29.1 The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 5.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

30. Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

- 30.1 The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for

Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following:
<http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

30.2 The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

30.3 The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

31. Assignment and Sub-Contractors

31.1 The Contractor shall not **assign or sub-let the contract** or any part thereof or any benefit or interest therein or there under, without the written consent of the Corporation.

31.2 The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

32. Monies Due the Corporation

32.1 All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

33. Liens

33.1 The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

34. Forfeiture of Contract

- 34.1 If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

35. Other Rights

- 35.1 The Contractor, its agents and all workmen and persons employed under its control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

36. Bribery or Corrupt Practice

- 36.1 Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

37. Notice to Contractor

- 37.1 Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

38. Force Majeure

- 38.1 The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

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Schedule “B” to

By-law No. 2024-119

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the New Liskeard
Municipal Landfill Site

This Agreement made this 15th day of October, 2024.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the “Corporation”)
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the “Contractor”)
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the New Liskeard Sanitary Landfill Site.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Aggregate** shall mean crushed rock or gravel screened to size for use in road surfaces, concrete, or bituminous mixes;
- 1.2 **Angle of Repose** shall mean the maximum acute angle that the inclined surface of a pile of loosely divided material can make with the horizontal;
- 1.3 **Asbestos Waste** shall mean solid or liquid waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products that contains asbestos in more than a trivial amount or proportion;
- 1.4 **Backfill** shall mean the material used to refill a ditch or other excavation, or the process of doing so;
- 1.5 **Bearing Capacity** shall mean the maximum load that a material can support before failing;
- 1.6 **Bucket** shall mean an open container affixed to the movable arms of a wheeled or tracked vehicle to spread solid waste and cover material, and to excavate soil (bucket loader);
- 1.7 **Bulldozer** shall mean a tracked vehicle equipped with a blade;

- 1.8 **Cell** shall mean compacted solid wastes that are enclosed by natural soil or cover material in a sanitary landfill;
- 1.9 **Cell Height** shall mean the vertical distance between the top and bottom of the compacted solid waste enclosed by natural soil or cover material in a sanitary landfill;
- 1.10 **Cell Thickness** shall mean the perpendicular distance between the cover materials placed over the last working face of two successive cells in a sanitary landfill;
- 1.11 **Clay** shall mean a fine grained soil having liquid limits and plasticity indexes that plot above the A-line on the Unified Soil Classification System plasticity chart;
- 1.12 **Compactor** shall mean a vehicle with a blade and with steel wheels that have load concentrators to provide compaction and a crushing effect;
- 1.13 **Compost** shall mean relatively stable decomposed organic material used to fertilize and condition soil;
- 1.14 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items excluding energy, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.15 **Contaminated Waste** shall mean any material from the clean-up of a spill of a commercial chemical product or petroleum product that meets specifications, is permitted within the Landfill Site;
- 1.16 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.17 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contract;
- 1.18 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.19 **Cover Material** shall mean soil that is used to cover compacted soil waste in a sanitary landfill;
- 1.20 **Cutoff Trench** shall mean a trench that is filled with material that is impermeable or very permeable to the flow of gas or water. The barrier is used to prevent the movement of gas or water or to intercept them and to direct them to another location;
- 1.21 **Demolition Waste** see definition for Waste, Construction and Demolition;
- 1.22 **Density (Sanitary Landfill)** shall be as outlined in the following table;

- Actual Refuse Density: weight of solid waste/volume of solid waste.
Apparent Refuse Density: weight of solid waste/volume of solid waste and soil.
Fill Density or Combined: weight of solid waste and soil/volume of solid waste and soil.
- 1.23 **Drainage** shall mean provisions for directing the runoff that occurs from precipitation or overload flow in such a way as to prevent contact with refuse or interference with landfill operations;
- 1.24 **Dumping** shall mean an indiscriminate method of disposing of solid waste. To indicate unloading or emptying of a container, use discharging;
- 1.25 **Effluent** shall mean the substances that flow out of a designated source;
- 1.26 **Face** see definition for Working Face;
- 1.27 **Fill** see Sanitary Landfill;
- 1.28 **Food Waste** shall mean animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking, and serving of foods; commonly called garbage;
- 1.29 **Gradient** shall mean the degree of slope or a rate of change;
- 1.30 **Gravel** shall mean rock fragments from 2 mm to 64 mm (0.08” to 2.5”) in diameter; gravel mixed with sand, cobbles, boulders, and containing no more than 15% of fines;
- 1.31 **Ground Water** shall mean water that occupies the voids within a geologic stratum;
- 1.32 **Ground Water Runoff** shall mean that part of the ground water which is discharged into a stream channel as spring or seepage water;
- 1.33 **Hydrology** shall mean the science dealing with the properties, distribution, and flow of water on or in the earth;
- 1.34 **Infiltration** shall mean the process whereby some precipitation flows through the surface of the ground;
- 1.35 **Landfill Site** means the New Liskeard Landfill Site located at 704165 Rockley Road;
- 1.36 **Lift** shall mean in a sanitary landfill, a compacted layer of solid wastes and the top layer of cover material. A lift is usually composed of several cells;
- 1.37 **Litter** shall mean wantonly discarded material;

- 1.38 **Loam** shall mean a soft easily worked soil containing sand, silt and clay;
- 1.39 **Municipal Waste** shall include:
- a. any waste, whether or not it is owned, controlled or managed by a municipality, except hazardous waste, liquid industrial waste, gaseous waste and;
 - b. solid fuel whether or not it is waste that is derived in whole or in part from the waste included in clause a;
- 1.40 **Open Burning** shall mean uncontrolled burning of wastes in the open or in an open dump Note: Opening burning is not permitted;
- 1.41 **Recovery** shall mean the process of obtaining materials or energy resources from solid waste. Synonyms: Extraction, Reclamation, Salvaging;
- 1.42 **Runoff** shall mean that portion of precipitation or irrigation water that drains from an area as surface flow;
- 1.43 **Salvaging** shall mean the controlled removal of waste material for utilization;
- 1.44 **Sand** shall mean a coarse-grained soil, the greater portion of which passes through a No. 4 sieve, according to the Unified Soil Classification System;
- 1.45 **Sanitary Landfill** shall mean a site where solid waste is disposed of using sanitary landfilling techniques;
- 1.46 **Sanitary Landfilling** shall mean an engineered method of disposing of solid waste on land in a manner that protects the environment, by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with compacted soil by the end of each working day or at more frequent intervals as may be necessary;
- 1.47 **Sanitary Landfilling Methods** shall include the following:
- a. **Area**: A method in which the wastes are spread and compacted on the surface of the ground and cover material is spread and compacted over them.
 - b. **Trench**: A method in which the waste is spread and compacted in a trench. The excavated soil is spread and compacted over the waste to form the basic cell structure.
- 1.48 **Scavenging** shall mean the uncontrolled removal of materials at any point in the solid waste stream;
- 1.49 **Seepage** shall mean the movement of water or gas through soil without forming definite channels;

- 1.50 **Separation** shall mean the systematic division of solid waste into designated categories;
- 1.51 **Settlement** shall mean a gradual subsidence of material;
- 1.52 **Settlement Differential** shall mean the non-uniform subsidence of material from a fixed horizontal reference plane;
- 1.53 **Slope** shall mean the deviation of a surface from the horizontal expressed as a percentage, by a ratio, or in degrees;
- 1.54 **Solid Waste** shall mean useless, unwanted, or discarded material with insufficient liquid content to be free-flowing;
- 1.55 **Solid Waste, Agricultural** shall mean the solid waste that results from the rearing and slaughtering of animals and the processing of animal products and orchard and field crops;
- 1.56 **Solid Waste, Commercial** shall mean the solid waste generated by stores, offices, and other activities that do not actually turn out a product;
- 1.57 **Solid Waste, Industrial** shall mean the solid waste that results from industrial processes and manufacturing;
- 1.58 **Solid Waste, Institutional** shall mean the solid wastes originating from educational, health care, and research facilities;
- 1.59 **Solid Waste, Municipal** shall mean residential and commercial solid waste generated within a community;
- 1.60 **Solid Waste, Pesticide** shall mean the residue resulting from the manufacturing, handling, or use of chemicals for killing plant and animal pests;
- 1.61 **Solid Waste, Residential** shall mean all solid waste that normally originates in a residential environment; sometimes called municipal solid waste;
- 1.62 **Solid Waste Management** shall mean the purposeful systematic control of the generation, storage, collection, transport, separation, processing, recycling, recovery, and disposal of solid waste;
- 1.63 **Subsoil** shall mean that part of the soil beneath the topsoil usually without an appreciable organic matter content;
- 1.64 **Toe** shall mean the bottom of the working face at a sanitary landfill;
- 1.65 **Topsoil** shall mean the topmost layer of soil; usually refers to soil that contains humus and is capable of supporting good plant growth;

- 1.66 **Topographic Map** shall mean a map indicating surface elevations and slopes;
- 1.67 **Waste, Bulky** shall mean items whose large size precludes or complicates their handling by normal collection, processing, or disposal methods;
- 1.68 **Waste, Construction and Demolition** shall mean building materials and rubble resulting from construction, remodeling, repair, and demolition operations;
- 1.69 **Waste, Hazardous** shall mean those wastes that require special handling to avoid illness or injury to persons or damage to property;
- 1.70 **Waste, Special** shall mean those wastes that require extraordinary management;
- 1.71 **Waste, Wood Pulp** shall mean wood or paper fiber residue resulting from a manufacturing process;
- 1.72 **Waste, Yard** shall mean plant clippings, pruning’s, and other discarded material from yards and gardens. Also known as yard rubbish;
- 1.73 **Water Table** shall mean the upper limit of the part of the soil or underlying rock material that is wholly saturated with water;
- 1.74 **Water Table, Perched** shall mean a water table, usually of limited area, maintained above the normal free-water elevation by the presence of an intervening, relatively impervious stratum;
- 1.75 **Working Face** shall mean that portion of a sanitary landfill where waste is discharged by collection trucks and is compacted prior to placement of cover material;

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2025** and shall conclude on the **31st day on December, 2031.**
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional seven (7) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Renegotiation

3.1 The parties agree that renegotiation of this Agreement will occur in the event operational changes are required during the term of this Agreement.

4.0 Right to Terminate Agreement

4.1 The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

5.0 Termination of this Agreement

5.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

5.2 Notwithstanding 5.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

6.0 Remuneration

6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the Contract.

6.2 The Corporation shall pay to the Contractor a monthly amount of *forty-seven thousand, one hundred and forty dollars and twelve cents (\$ 47,140.12)* plus HST for the operation and maintenance of the Landfill Site.

6.3 The Corporation shall pay to the Contractor a monthly amount of *two hundred and forty dollars (\$ 240.00)* plus HST for the rental and cleaning of the portable toilet located at the scale house.

6.4 The Corporation shall pay to the Contractor a monthly amount of *one hundred and forty dollars and ninety cents (\$ 140.90)* plus HST for the rental 30-yard scrap metal bin located at the Landfill Site.

6.5 The Corporation shall pay to the Contractor a *two hundred and eighty-one dollars and eighty five cents (\$ 281.85)* plus HST for each dumping of the scrap metal bin.

6.6 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.

- 6.7 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- 6.8 The Contractor shall be entitled to a Diesel Fuel Surcharge of 0.2% contract increase for every \$ 0.01 over \$ 2.00/Litre. This increase will be applied to 85% of the monthly contract value and determined by the Northern Ontario average for diesel fuel as published weekly on the Government of Ontario’s website (www.ontario.ca/motor-fuel-prices).
- 6.9 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding energy outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

7.0 General Duties and Intent

- 7.1 The Contractor agrees to operate the Landfill Site in accordance with **Appendix 02** – Environmental Compliance Approval (ECA) No. A-500-1115044194, attached to and forming part of this agreement. Particular attention is drawn to the following sections of the ECA:

Section(s)	Title
B	Site Operations
C	Employee Training
D	Complaints Response Procedure
E	Emergency Response
F	Record Keeping and Reporting
G	Landfill Design and Development

- 7.2 In addition, other general duties to be completed by the Contractor under this agreement are as follows:
1. General maintenance/cleanliness.
 2. Delivery of waste bins to appropriate storage areas and working face.

3. Snow removal on roadways, off-load area, around scale and scale house. Note: assistance may be requested by the contractor during extreme weather events.
4. supply of all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to herein.

7.3 It is the intent of the Parties that during the currency of this Contract, the Contractor shall furnish all labour, material, equipment, articles and things necessary for proper and satisfactory disposal of all solid wastes "garbage" including municipal, commercial and industrial waste. It is understood and acknowledged by the Contractor that the City prohibits the disposal, or co-disposal of solid wastes, of hazardous waste materials, or recyclable materials at the Landfill Site.

7.4 It is agreed by both parties that the following is considered outside the general duties of the Contractor:

1. Placement of cover material (daily, intermediate, and final)
2. Additional construction of berms and ditches
3. Additional construction of access roads, storage yards and turnarounds
4. Handling of large deposits of Construction/Demolition and Contaminated waste.

7.5 It is the intent of both Parties that should any of the above be required, the additional cost associated will be negotiated by the Contractor and the Corporation.

8.0 Change of Law Provisions

8.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.

8.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work (“Applicable Laws”) as may be amended and replaced from time to time.

8.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.

8.4 A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:

- (i) A draft bill as part of any government departmental consultation paper;
- (ii) A government bill or white paper;
- (iii) A draft statutory instrument;
- (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
- (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.

8.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the **Corporation** acting reasonably and/or the ability of the **Corporation** to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the **Corporation**, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:

- (i) Any necessary change in the Work;
- (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
- (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
- (iv) Any loss of income that may result from the Change of Law;
- (v) Any estimated change in the costs of performing the work as a direct result of the Change of Law and any costs and/or expenses required or may no longer be required as a result of the Change of Law.

8.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the **Corporation** to the Contractor in writing in its sole discretion confirming any changes to the Contractor’s responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

9.0 Regulations

9.1 The Contractor shall make known to himself, its agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Environmental Compliance Approval (ECA) No. A-500-1115044194, the Environmental Protection Act (EPA), Ontario Regulation 347/90 “*General - Waste Management*” under the EPA, Ontario Regulation 232/98 “*Landfilling Sites*” under the EPA.

10.0 Groundwater Monitoring

- 10.1 The Landfill Operator is not responsible for any aspect of any groundwater-monitoring program with the exception of ensuring that all monitoring apparatus (i.e. wells, staff gauges, etc.) are protected and not damaged from the daily operations of the site.

11.0 Equipment / Staffing

- 11.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder. For the purpose of this agreement, "adequate equipment" shall include at a minimum, without limiting the generality of the foregoing, one 22 ton loader, one 17 ton excavator and appropriate snow removal/sanding equipment.

Require the utilization of a 28 ton steel-wheeled compactor, or equivalent.

The Contractor undertakes to keep such equipment in a good state of repair. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

- 11.2 The Contractor shall be responsible for the hiring, and the compensation / benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.
- 11.3 The Contractor shall be responsible to ensure that a minimum of 2 staff; one scale house attendant and one landfill attendant are always present or available during normal operating hours.

12.0 Health and Safety

- 12.1 The Contractor shall provide all employees with neat and distinctive work coveralls and applicable safety equipment when at the Landfill Site and when carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.
- 12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.
- 12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Standard of Performance

- 13.1 All work to be performed under this Contract will be supervised by and must be to the satisfaction of the Corporation or its Appointee and be carried out in accordance with the Acts and Regulations of the Province of Ontario, and or written instructions from the Corporation.

14.0 Acceptance and Disposal of Waste

- 14.1 The acceptance and disposal of waste shall be done in accordance with the ministry approved Design and Operations Plan and Closure Plan as outline in Schedule 1 of Environmental Compliance Approval (ECA) No. A-500-1115044194.
- 14.2 In general terms, the construction of 4 waste disposal cells shall be sequenced over the lifespan of the landfill.

15.0 Pathological Waste and Dead Animals

- 15.1 The Contractor shall not permit the disposal of pathological waste or dead animals.

16.0 Unacceptable Waste

- 16.1 The Contractor shall not accept recyclable materials, chemical wastes, any liquid waste, car bodies, recreational hulks such as ATV’s, snowmobiles, motorcycles, and garden tractors or farm machinery.

17.0 Open Burning Procedures

- 17.1 Open burning is not permitted at the Landfill Site.

18.0 Tipping Fees

- 18.1 The Contractor's scale house attendant at the site(s) shall prepare and maintain, in safe keeping, all records the City of Temiskaming Shores requires for invoicing or general statistics and shall be provided to the Corporation through the established scale software or by paper copy on a monthly basis.
- 18.2 The Contractor’s scale house attendant shall validate volumes by means of the scale and software and identify the type of waste being disposed of at the site(s) and impose the applicable tipping fee. Applicable tipping fees are adopted through either a By-law or Resolution of Council. The Corporation shall provide the Contractor with the most current tipping fee schedules. The Contractor shall provide the Corporation with 100 percent of the tipping fees collected at the Landfill Site, as well as the supporting documentation.
- 18.3 Individuals shall have the ability to make cash/debit/credit payments to the Contractor’s scale house attendant. The Contractor shall utilize the supplied software to complete a tipping fee ticket for all Refuse to which a fee is applicable. The Contractor shall also maintain accurate records of all refuse delivered whether a fee is applicable or not.
- 18.4 The Contractor shall be entitled to a portion of Tipping Fees for large deposits of Construction/Demolition waste to compensate for the additional handling of such waste. This compensation will be determined on a case-by-case basis mutually agreed by the Contractor and the Corporation.

19.0 Tipping Fee Audit

19.1 The City at its sole discretion may have an independent audit conducting with respect to tipping fees collected through the municipality’s auditor.

20.0 Salvage Materials

20.1 Salvageable metal waste includes steel, tin, white metals (appliances), hot water tanks, propane tanks, and all other such metals that can be reused or recycled. The Contractor shall ensure that metals delivered are segregated by the persons delivering the metals into the appropriate waste disposal bins or storage area.

20.2 The City shall have all rights to salvageable materials.

21.0 Inspection of the Landfill Site

21.1 The Medical Officer of Health and the Ministry of Environment, Conservation and Parks and authorized representatives of these agencies may enter the Landfill Site at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Manager of Environmental Services upon arrival of any official of the Medical Officer of Health or the Ministry of Environment, Conservation and Parks.

22.0 Environmental Protection Act

22.1 Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

23.0 Landfill Site and Hours of Operation

During the currency of this agreement, the Contractor shall:

23.1 keep access gates locked at all times outside of normal hours of operation;

23.2 maintain signs and buildings on the Landfill Site to the satisfaction of the Manager of Environmental Services and/or the Ministry of Environment, Conservation and Parks;

The normal operating hours shall be as follows:

DAYS	HOURS
Sunday and Monday	CLOSED

Tuesday to Saturday	9:00 a.m. – 4:30 p.m.
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24.0 Holidays

24.1 The Landfill Site shall be closed on Statutory Holidays. In the event a Statutory Holiday falls on a Monday, the next day (Tuesday) shall be in lieu of the Statutory Holiday and the site shall be closed. The Contractor shall provide advance notice of closures in a manner acceptable to the Manager of Environmental Services, which may include advertisement in a local newspaper and/or radio announcements.

25.0 Access Roads and Traffic Control

25.1 The main access roads and on-site roads shall be maintained so that vehicles hauling waste to and on the site may travel readily on any day under all normal weather conditions.

25.2 Access to the site shall be limited to such times as an attendant is on duty and the site shall be restricted to use by persons authorized to deposit waste in the fill area.

25.3 The Contractor shall at all times carry on the work in a manner that will create the least possible interference with traffic entering or leaving the work site and shall at his own expense, control and direct traffic within the site by the erection of appropriate signage and safeguards for the prevention of accidents at the site.

26.0 Records

26.1 The Contractor shall maintain all established records in regards to the operation of the Landfill Site.

26.2 The Contractor shall submit all records on a monthly basis, or upon request by the Corporation for the purpose of issuing notices or invoices.

26.3 The Corporation reserves the right to modify records from time-to-time as it sees fit.

27.0 Operating Procedures

27.1 It is understood and acknowledged by the Contractor that the City may develop from time-to-time operating procedures for the safe operation and maintenance of the Landfill Site. The Contractor shall ensure that operating procedures are followed.

27.2 The Contractor shall maintain a record of operating procedures at the Landfill Site.

28.0 Lines and Grades

28.1 The Manager of Environmental Services shall set such stakes as he/she may deem necessary to properly define the general location, alignment, elevation and grade

of the work. The Contractor shall be responsible for detail, dimensions and elevations measured from the lines, grades and elevations so established.

29.0 Consultation Meetings – Performance Measures

29.1 The Contractor and Corporation agree that the orderly maintenance and operation of the Landfill Site is a priority with both parties. Therefore, it is agreed that both parties are to meet on a regular basis, at a minimum of every three (3) months, to review operational issues as well as to review agreed upon performance measures:

30.0 Supplementary Service

30.1 Any supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer and the Corporation in no way guarantees the payment of any accounts for supplementary service; provided that the Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

31.0 Contractor's Liability

31.1 The Contractor shall assume the defense of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by him or his employees or relating from the prosecution of the works, or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

32.0 Insurance

32.1 Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation that the Contractor has obtained insurance in the amount of **Five Million Dollars (\$5,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement. The Contractor shall deposit with the Corporation, before commencing any work under this contract, **a certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage and expiry date for the policy, duly executed by the insuring agent.

- 32.2 The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

33.0 Indemnification of Corporation

- 33.1 The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.
- 33.2 The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

34.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

- 34.1 The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following:
<http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

35.0 Workplace Safety and Insurance Act

35.1 The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

36.0 Assignment and Sub-contracting

36.1 The Contractor **shall not assign or sub-let the contract** or any part thereof or any benefit or interest therein, or there under, without the written consent of the Corporation. The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

36.2 All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of Council, or officer of the Corporation is, or to be held, personally liable to the Contractor under any circumstances whatsoever.

37.0 Monies due the Corporation

37.1 All monies payable to the Corporation by the Contractor under any stipulation herein, or to the Workplace Safety and Insurance Board, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any payment if circumstances arise which may indicate to it the advisability of so doing.

38.0 Liens

38.1 The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater

extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

39.0 Forfeiture of Contract

39.1 If the Contractor commits any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sub-let this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or is such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the Corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty- four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice, and out of the hands of the Contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either re-let the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary equipment at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

40.0 Other Rights

The Contractor, agents and all workers and persons employed by or under his control shall use due care to ensure:

40.1 that no person is injured, and

40.2 that no property is damaged in the prosecution of work;

The Contractor shall be solely responsible for claims of damage alleged to be attributed to the Contractor, his agents and all workmen and persons employed or under his direct control.

41.0 Bribery or Corrupt Practice

- 41.1 Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

42.0 Notice to Contractor

- 42.1 Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the works or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

43.0 Force Majeure

- 43.1 The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

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In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in
the presence of

Phippen Waste Management Limited

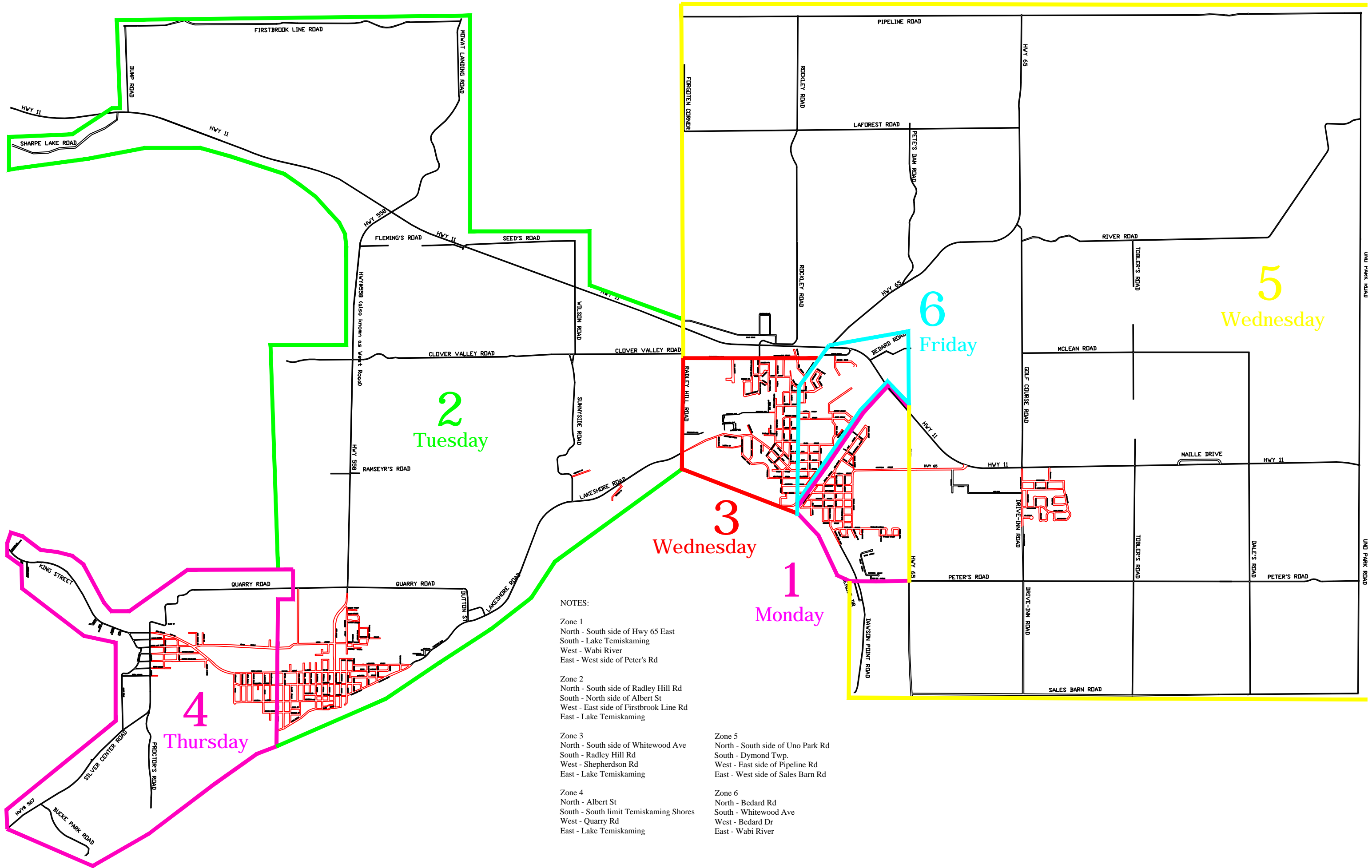
Name: _____
Title: _____

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger



NOTES:

Zone 1
 North - South side of Hwy 65 East
 South - Lake Temiskaming
 West - Wabi River
 East - West side of Peter's Rd

Zone 2
 North - South side of Radley Hill Rd
 South - North side of Albert St
 West - East side of Firstbrook Line Rd
 East - Lake Temiskaming

Zone 3
 North - South side of Whitewood Ave
 South - Radley Hill Rd
 West - Shepherdson Rd
 East - Lake Temiskaming

Zone 4
 North - Albert St
 South - South limit Temiskaming Shores
 West - Quarry Rd
 East - Lake Temiskaming

Zone 5
 North - South side of Uno Park Rd
 South - Dymond Twp.
 West - East side of Pipeline Rd
 East - West side of Sales Barn Rd

Zone 6
 North - Bedard Rd
 South - Whitewood Ave
 West - Bedard Dr
 East - Wabi River

ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER A-500-1115044194

Version: 1.0

Issue Date: December 2, 2021

Pursuant to section 20.3 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 and subject to all other applicable Acts or regulations this Environmental Compliance Approval is issued to:

THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES.

325 FARR DRIVE
HAILEYBURY ONTARIO
P0J1K0

For the following site:

325 Farr Drive , Temsikaming, TEMISKAMING SHORES,
ONTARIO, CANADA, P0J 1K0

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s) A571505, issued on May 9, 2000.

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

for the use and operation of 7.7 hectares (ha) within a total site area of 32 hectares for disposal of domestic, commercial and industrial solid non-hazardous waste.

DEFINITIONS

For the purpose of this environmental compliance approval, the following definitions apply:

1. "Adverse Effect" has the same meaning as defined in the EPA;
2. "Approval" means this entire Environmental Compliance Approval and any Schedules attached to it;
3. "Director" means a person appointed by the Minister pursuant to section 5 of the EPA for the purposes of Part II.1 of the EPA;
4. "District Manager" means the District Manager of the appropriate local district office of the Ministry, where the Site is geographically located;
5. "EPA" means the Environmental Protection Act, R.S.O. 1990, c.E.19;
6. "Ministry" means the ministry of the government of Ontario responsible for the EPA and OWRA and includes all officials, employees or other persons acting on its behalf;
7. "OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c. O.40;

8. "Schedules" means the following schedules attached to this Approval and forming part of this Approval namely:
 - Schedule "1" - Supporting Documentation
9. "Supporting Documentation" means the documents listed in Schedule "1" of this Approval;
10. "Contaminant Attenuation Zone" or "CAZ" means a three-dimensional zone that,
 - a. is located on land adjacent to a landfilling site,
 - b. is in the subsurface or extends into the subsurface, and
 - c. is used or is intended to be used for the attenuation of contaminants from the landfilling site to levels that will not have an unacceptable impact beyond the boundary of the zone;
11. "NMA" means the Nutrient Management Act, 2002, S.O. 2002, c. 4;
12. "Operator" means any person, other than the Owner's employees, authorized by the Owner as having the charge, management or control of any aspect of the Site and includes its successors or assigns;
13. "Owner" means any person that is responsible for the establishment or operation of the Site being approved by this *Approval*, and includes *Owner's* Legal Name and its successors and assigns;
14. "PA" means the Pesticides Act, R.S.O. (1990), c. P.11;
15. "Provincial Officer" means any person designated in writing by the Minister as a provincial officer pursuant to Section 5 of the OWRA, Section 5 of the EPA, Section 17 of the PA, Section 4 of the NMA, or Section 8 of the SDWA;
16. "Reg. 347" means R.R.O. 1990, Reg. 347: (General - Waste Management), made under the EPA;
17. "Reg. 903" means R.R.O. 1990, Reg. 903: (Wells), made under the OWRA;
18. "Regional Director" means the Regional Director of the local Regional Office of the Ministry in which the Site is located;
19. "SDWA" means the Safe Drinking Water Act, 2002, S.O. 2002, c. 32;
20. "Site" means the entire waste disposal site, including the buffer lands, and contaminant attenuation zone at Lot West 1/2 of Lot 5, Concession 2, Temiskaming Shores City, District of Temiskaming;
21. "Trained Personnel" means personnel knowledgeable in the following through instruction and/or practice:
 - a. relevant waste management legislation, regulations and guidelines;
 - b. major environmental concerns pertaining to the waste to be handled;
 - c. occupational health and safety concerns pertaining to the processes and wastes to be handled;
 - d. management procedures including the use and operation of equipment for the processes and wastes to be handled;
 - e. emergency response procedures;
 - f. specific written procedures for the control of nuisance conditions;
 - g. specific written procedures for refusal of unacceptable waste loads; and
 - h. the requirements of this Approval.

TERMS AND CONDITIONS

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

A. GENERAL

1. Compliance

1. The Owner shall ensure compliance with all the conditions of this Approval and shall ensure that any person authorized to carry out work on or operate any aspect of the Site is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
2. Any person authorized to carry out work on or operate any aspect of the Site shall comply with the conditions of this Approval.

2. In Accordance

1. Except as otherwise provided by this Approval, the Site shall be designed, developed, built, operated and maintained in accordance with the documentation listed in the attached Schedule 1.

3. Interpretation

1. Where there is a conflict between a provision of any document listed in Schedule 1 in this Approval, and the conditions of this Approval, the conditions in this Approval shall take precedence.
2. Where there is a conflict between the application and a provision in any document listed in Schedule 1, the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the Ministry approved the amendment.
3. Where there is a conflict between any two documents listed in Schedule 1, the document bearing the most recent date shall take precedence.
4. The conditions of this Approval are severable. If any condition of this Approval, or the application of any condition of this Approval to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this Approval shall not be affected thereby.

4. Other Legal Obligations

1. The issuance of, and compliance with, this Approval does not:
 - a. relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
 - b. limit in any way the authority of the Ministry to require certain steps be taken or to require the Owner and Operator to furnish any further information related to compliance with this Approval.

5. Adverse Effect

1. The Owner and Operator shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the Site, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
2. Despite an Owner, operator or any other person fulfilling any obligations imposed by this Approval, the person remains responsible for any contravention of any other condition of

this Approval or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

6. Change of Owner

1. The Owner shall notify the Director, in writing, and forward a copy of the notification to the District Manager, within 30 days of the occurrence of any changes in the following information:
 - a. the ownership of the Site;
 - b. the Operator of the Site;
 - c. the address of the Owner or Operator; and
 - d. the partners, where the Owner or Operator is or at any time becomes a partnership and a copy of the most recent declaration filed under the Business Names Act, R. S. O. 1990, c. B.17, shall be included in the notification.
2. No portion of this Site shall be transferred or encumbered prior to or after closing of the Site unless the Director is notified in advance and sufficient financial assurance is deposited with the Ministry to ensure that these conditions will be carried out.
3. In the event of any change in ownership of the Site, other than change to a successor municipality, the Owner shall notify the successor of and provide the successor with a copy of this Approval, and the Owner shall provide a copy of the notification to the District Manager and the Director.

7. Registration on Title

1. Prior to dealing with the property in any way, the Owner shall provide a copy of this Approval and any amendments, to any person who will acquire an interest in the property as a result of the dealing.
2. Within 180 calendar days from the date of issuance of this Approval, the Owner shall submit to the Director a completed Certificate of Requirement which shall include:
 - a. a plan of survey prepared, signed and sealed by an Ontario Land Surveyor, which shows the area of the Site where waste has been or is to be deposited at the Site;
 - b. proof of ownership of the Site;
 - c. a letter signed by a member of the Law Society of Upper Canada or other qualified legal practitioner acceptable to the Director, verifying the legal description provided in the Certificate of Requirement;
 - d. the legal abstract of the property; and
 - e. any supporting documents including a registerable description of the Site.
3. Within fifteen (15) calendar days of receiving a Certificate of Requirement authorized by the Director, the Owner shall:
 - a. register the Certificate of Requirement in the appropriate Land Registry Office on the title to the property; and
 - b. submit to the Director and the District Manager, written verification that the Certificate of Requirement has been registered on title.

8. Inspections by the Ministry

1. No person shall hinder or obstruct a Provincial Officer from carrying out any and all inspections authorized by the OWRA, the EPA, the PA, the SDWA or the NMA, of any place to which this Approval relates, and without limiting the foregoing:
 - a. to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this Approval are kept;
 - b. to have access to, inspect, and copy any records required to be kept by the conditions of this Approval;
 - c. to inspect the Site, related equipment and appurtenances;
 - d. to inspect the practices, procedures, or operations required by the conditions of this Approval; and
 - e. to sample and monitor for the purposes of assessing compliance with the terms and conditions of this Approval or the EPA, the OWRA, the PA, the SDWA or the NMA.

9. Information and Record Retention

1. Except as authorized in writing by the Director, all records required by this Approval shall be retained at the Site for a minimum of two (2) years from their date of creation.
 - a. The Owner shall retain all documentation listed in Schedule 1 for as long as this Approval is valid.
 - b. The Owner shall retain employee training records as long as the employee is working at the Site.
 - c. The Owner shall make all of the above documents available for inspection upon request of Ministry staff.
2. The receipt of any information by the Ministry or the failure of the Ministry to prosecute any person or to require any person to take any action under this Approval or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:
 - a. an approval, waiver, or justification by the Ministry of any act or omission of any person that contravenes any term or condition of this Approval or any statute, regulation or other legal requirement; or
 - b. acceptance by the Ministry of the information's completeness or accuracy.
3. The Owner shall ensure that a copy of this Approval, in its entirety and including all its Notices of Amendment, and documentation listed in Schedule 1, are retained at the Site at all times.
4. Any information related to this Approval and contained in Ministry files may be made available to the public in accordance with the provisions of the Freedom of Information and Protection of Privacy Act, RSO 1990, CF-31.

10. Registration on Title Requirement - Contaminant Attenuation Zone (CAZ)

1. Within four (4) years from the date of this Approval, the Owner shall complete acquiring the ground water easement to the proposed contaminant attenuation zone to the north /north east, and between CAZ eastern boundary and Highway 65.
2. The Owner must continue to own the property rights to the Contaminant Attenuation Zone for all of the contaminating life span of the Site.

3. The ownership of the property rights must include the right to:
 - a. discharge contaminants from the operations at the Site into the Contaminant Attenuation Zone;
 - b. enter into the Contaminant Attenuation Zone and onto the surface above the Contaminant Attenuation Zone for purposes of testing, monitoring, intercepting contaminants and carrying out remedial work;
 - c. install, operate and maintain works, for the purposes mentioned in clause (b), in the Contaminant Attenuation Zone, including on the surface above the Contaminant Attenuation Zone; and
 - d. prevent the owner(s) of the land(s) in which the Contaminant Attenuation Zone is located from paving, erecting a structure or making any use of land(s) above or in the vicinity of the contaminant attenuation zone that would interfere with the functioning of the Contaminant Attenuation Zone or with the exercise of any of the rights mentioned in this subsection.
4. The Owner shall notify the Director in writing within thirty (30) days after any change in his, her or its ownership of the property rights in the Contaminant Attenuation Zone.
5. The Owner shall ensure that the written easement agreement, specified in Condition 10(3) includes an agreement of the property owner(s) of the land(s) required for the Contaminant Attenuation Zone, to register a Certificate of Requirement on title to the land (s) to be used as the Contaminant Attenuation Zone.
6. Within thirty (30) calendar days from the date of establishing a Contaminant Attenuation Zone (overburden and/or bedrock aquifers) in either fee simple or by way of a groundwater easement, the Owner shall submit to the Director a completed Certificate of Requirement which shall include:
 - a. If rights are obtained in fee simple, the Owner shall provide:
 - i. documentation evidencing ownership of the CAZ obtained in compliance with O. Reg. 232/98, as amended;
 - ii. a completed Certificate of Requirement and supporting documents containing a registerable description of the CAZ; and
 - iii. a letter signed by a member of the Law Society of Upper Canada; or other qualified legal practitioner acceptable to the Director, verifying the legal description of the CAZ.
 - b. Within fifteen (15) calendar days of receiving a Certificate of Requirement signed or authorized by the Director, the Owner shall:
 - i. register the Certificate of Requirement in the appropriate Land Registry Office on the title to the property; and
 - ii. submit to the Director and the District Manager, written verification that the Certificate of Requirement has been registered on title.
 - c. If rights are obtained by way of a groundwater easement, the Applicant shall:
 - i. provide a copy of the easement;
 - ii. provide a plan of survey signed and sealed by an Ontario Land Surveyor for the CAZ;
 - iii. submit proof of registration on title of the groundwater easement to the Director;

- d. The Owner shall not amend or remove or consent to the removal of the easement or CAZ from title without the prior written consent of the Director.

B. SITE OPERATIONS

1. Operations

1. The Site shall be operated and maintained at all times including management and disposal of all waste, in accordance with the EPA, Reg. 347, and the conditions of this Approval. At no time shall the discharge of a contaminant that causes or is likely to cause an adverse effect be permitted.

2. Signs

1. The Owner shall install and maintain a sign at the entrance to the Site. The sign shall be visible and readable from the main road leading to the Site. The following information shall be included on the sign:
 - a. the name of the Site and Owner;
 - b. the number of the Approval;
 - c. the name of the Operator;
 - d. the normal hours of operation;
 - e. the allowable waste types;
 - f. the telephone number to which complaints may be directed;
 - g. a warning against unauthorized access;
 - h. a twenty-four (24) hour emergency telephone number (if different from above); and
 - i. a warning against dumping outside the Site.

3. Vermin, Vectors, Dust, Litter, Odour, Noise and Traffic

1. The Site shall be operated and maintained such that the vermin, vectors, dust, litter, odour, noise and traffic do not create a nuisance.

4. Burning

1. Burning of waste at the Site is prohibited.

5. Site Security

1. No waste shall be received, landfilled or removed from the Site unless a site supervisor or an attendant is present and supervises the operations during operating hours. The Site shall be closed when a site attendant is not present to supervise landfilling operations.
2. The Site shall be operated and maintained in a safe and secure manner. During non-operating hours, the Site entrance and exit gates shall be locked and the Site shall be secured against access by unauthorized persons.
3. The Owner shall ensure that:
 - a. access to the Site is restricted by fencing; and
 - b. fencing and lockable gate are kept in good repair.

4. All wastes and recyclable materials (scrape metals, glass and plastic) stored in temporary bin shall be managed and disposed of in accordance with the Act and Reg. 347.
5. The Owner shall ensure that:
 - a. all bins and waste storage areas are clearly labelled;
 - b. all lids or doors on bins shall be kept closed during non-operating hours and during high wind events; and
 - c. if necessary to prevent litter, waste storage areas shall be covered during high winds events.
6. The Owner shall transfer recyclable materials from the Site once the storage bins are full.
7. The Owner shall maintain a log book which records the following information:
 - a. date of record;
 - b. quantities (m³) and destination of each type of waste, including recyclable material, shipped from the transfer station; and
 - c. complaints received, if any, including the nature of the complaint, time of complaint and action(s) taken to remediate the problem.

6. Hours of Operations

1. The normal operating hours of the Site shall be as follows:
 - a. The maximum waste disposal operating hours of the landfill are Monday - Saturday 7:00 a.m. - 7:00 p.m.;
 - b. The Site shall be closed on Sundays and statutory holidays;
2. On-site equipment used for daily site preparation and closing activities may be operated one (1) hour before and one (1) hour after the hours of operation approved by this *Approval*.
3. With the prior written approval from the District Manager, the time periods may be extended to accommodate seasonal or unusual quantities of waste.

7. Nuisances

1. The Site shall be operated and maintained such that the vermin, vectors, dust, litter, odour, noise and traffic do not create a nuisance.

C. EMPLOYEE TRAINING

1. 1. A training plan for all employees that operate any aspect of the Site shall be developed and implemented by the Owner or the Operator. Only Trained Personnel shall operate any aspect of the Site or carry out any activity required under this *Approval*.

D. COMPLAINT RESPONSE PROCEDURE

1. 1. If at any time the Owner receives complaints regarding the operation of the Site, the Owner shall respond to these complaints according to the following procedure:
 - a. The Owner shall record and number each complaint, either electronically or in a log book, and shall include the following information: the nature of the complaint, the name, address and the telephone number of the complainant if the complainant will provide this information and the time and date of the complaint;

- b. The Owner, upon notification of the complaint, shall initiate appropriate steps to determine possible causes of the complaint, proceed to take the necessary actions to eliminate the cause of the complaint and forward a formal reply to the complainant; and
- c. The Owner shall complete and retain on-site a report written within one (1) week of the complaint date, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the recurrence of similar incidents.

E. EMERGENCY RESPONSE

1.
 1. All equipment and materials required to handle the emergency situations shall be:
 2. All wastes resulting from an emergency situation shall be managed and disposed of in accordance with Reg. 347.
 3. In addition, the Owner shall submit, to the District Manager a written report within three (3) business days of the emergency situation, outlining the nature of the incident, remedial measures taken, handling of waste generated as a result of the emergency situation and the measures taken to prevent future occurrences at the Site.
 4. All Spills as defined in the EPA shall be immediately reported to the **Ministry's Spills Action Centre at 1-800-268-6060** and shall be recorded in the log book as to the nature of the emergency situation, and the action taken for clean-up, correction and prevention of future occurrences.
 - a. kept on hand at all times that waste landfilling and/or handling is undertaken at the Site; and
 - b. adequately maintained and kept in good repair.
 5. The Owner shall ensure that the emergency response personnel are familiar with the use of such equipment and its location(s).

F. INSPECTIONS, RECORD KEEPING AND REPORTING

1. Daily Log Book

1. A daily log shall be maintained in written or electronic format and shall include the following information:
 - a. the type, date and time of arrival, hauler, and quantity (tonnes) of all waste and cover material received at the Site;
 - b. the area of the Site in which waste disposal operations are taking place;
 - c. a record of litter collection activities and the application of any dust suppressants;
 - d. a record of the daily inspections; and
 - e. a description of any out-of-service period of any control, treatment, disposal or monitoring facilities, the reasons for the loss of service, and action taken to restore and maintain service.
2. Any information requested, by the Director or a Provincial Officer, concerning the Site and its operation under this Approval, including but not limited to any records required to be kept by this Approval shall be provided to the Ministry, upon request.

2. Daily Inspections and Log Book

1. An inspection of the entire Site and all equipment on the Site shall be conducted each day the Site is in operation to ensure that: the Site is secure; that the operation of the Site is not causing any nuisances; that the operation of the Site is not causing any adverse effects on the environment and that the Site is being operated in compliance with this Approval. Any deficiencies discovered as a result of the inspection shall be remedied immediately, including temporarily ceasing operations at the Site if needed.
2. A record of the inspections shall be kept in a daily log book that includes:
 1. the name and signature of person that conducted the inspection;
 2. the date and time of the inspection;
 3. the list of any deficiencies discovered;
 4. the recommendations for remedial action; and
 5. the date, time and description of actions taken.
3. A record shall be kept in the daily log book of all refusals of waste shipments, the reason (s) for refusal, and the origin of the waste, if known.

3. Annual Report

1. A written report on the development, operation and monitoring of the Site, shall be completed annually (the "Annual Report"). The Annual Report shall be submitted to the District Manager, by July 31st of the year following the period being reported upon.
2. The Annual Report shall include but not be limited to the following information:
 - a. the results and an interpretive analysis of the results of all leachate, groundwater surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
 - b. an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the Site, and the adequacy of and need to implement the contingency plans;
 - c. site plans showing the existing contours of the Site; areas of landfilling operation during the reporting period; areas of intended operation during the next reporting period; areas of excavation during the reporting period; the progress of final cover, vegetative cover, and any intermediate cover application; facilities existing, added or removed during the reporting period; and site preparations and facilities planned for installation during the next reporting period;
 - d. calculations of the volume of waste, weekly and intermediate cover, and final cover deposited or placed at the Site during the reporting period and a calculation of the total volume of Site capacity used during the reporting period;
 - e. a calculation of the remaining capacity of the Site and an estimate of the remaining Site life;
 - f. a summary of the weekly, maximum daily and total annual quantity (tonnes) of waste received at the Site;
 - g. a summary of any complaints received and the responses made;
 - h. a discussion of any operational problems encountered at the Site and corrective action taken;

- i. any changes to the Design and Operations Report and the Closure Plan that have been approved by the Director since the last Annual Report;
- j. a report on the status of all monitoring wells and a statement as to compliance with Ontario Regulation 903; and
- k. any other information with respect to the Site which the District Manager may require from time to time.

G. LANDFILL DESIGN AND DEVELOPMENT

1. Approved Waste Types

1. Only municipal waste as defined under Reg. 347 being solid non-hazardous shall be accepted at the Site for landfilling and a drop-off recyclable materials (scrape metals, glass and plastic) for temporary storage in bins for off-site disposal.
2. The Owner shall develop and implement a program to inspect waste to ensure that the waste received at the Site is of a type approved for acceptance under this Approval.
3. The Owner shall ensure that all loads of waste are properly inspected by Trained personnel prior to acceptance at the Site and that the waste vehicles are directed to the appropriate areas for disposal or transfer of the waste.
4. The Owner shall notify the District Manager, in writing, of load rejections at the Site within one (1) business day from their occurrence.

2. Capacity

1. The calculated theoretical maximum volumetric capacity of the Site, consisting of the waste, daily cover and intermediate cover, but excluding the final cover is **366,845** cubic metres. The total capacity of the site including historical waste, capacity expansion, daily cover and intermediate cover is 874,000 cubic meter.
2. Within 2 years from the date of issuance of the Approval, the waste deposited outside the waste footprint area shown on updated Figure 6 of the Design and Operations Plan, enclosed as Item 21 in Schedule "1", shall be excavated and deposited within the approved waste footprint area.

3. Service Area

1. Only waste that is generated within the geographical boundaries of the Haileybury, Dymond and New Liskeard and Town of Cobalt, and two First Nation Communities (Timiskaming First Nation and Kebaowk First Nation) shall be accepted at the Site.

4. Cover

1. Alternative materials to soil may be used as weekly and interim cover material, based on an application with supporting information and applicable fee for a trial use or permanent use, submitted by the Owner to the Director, copied to the District Manager and as approved by the Director via an amendment to this Approval. The alternative material shall be non-hazardous according to Reg. 347 and will be expected to perform at least as well as soil in relation to the following functions:
 - a. Control of blowing litter, odours, dust, landfill gas, gulls, vectors, vermin and fires;
 - b. Provision for an aesthetic condition of the landfill during the active life of the Site;
 - c. Provision for vehicle access to the active tipping face; and

- d. Compatibility with the design of the Site for groundwater protection, leachate management and landfill gas management.
2. Cover material shall be applied as follows:
 - a. Weekly Cover - Weather permitting, deposited waste shall be covered every week in a manner acceptable to the District Manager so that no waste is exposed to the atmosphere;
 - b. Intermediate Cover - In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 millimetre of soil cover or an approved thickness of alternative cover material shall be placed; and
 - c. Final Cover - In areas where landfilling has been completed to final contours, a minimum 600 millimetre thick layer of soil of medium permeability and 150 millimetres of top soil (vegetative cover) shall be placed. Fill areas shall be progressively completed and rehabilitated as landfill development reaches final contours.
 3. Where existing cover material has eroded such that waste is exposed, the cover material shall be promptly replaced.

5. Solar Panels in CAZ

1. The Owner shall ensure that:
 - a. the proposed solar panel installations within the CAZ do not interfere or affect ongoing Site groundwater and surface water monitoring programs, or the functioning of the CAZ;
 - b. access is maintained to all existing Site CAZ monitoring wells;
 - c. the proposed solar panels do not prevent or impede any future monitoring well installations that may be required within the CAZ.

6. Storm Water and Erosion Control

1. Prior to the acceptance of waste at this Site, the storm water control structures (diversion ditches, soil berms and seepage pond) shall be constructed as per Design and Operations report, enclosed as Item 11 of Schedule "1".

H. LANDFILL MONITORING

1. Landfill Gas

1. The Owner shall ensure that any buildings or structures at the Site contain adequate ventilation systems to relieve any possible landfill gas accumulation to prevent methane concentration reaching the levels within its explosive range. Routine monitoring for explosive methane gas levels shall be conducted in all buildings or structures at the Site, especially enclosed structures which at times are occupied by people.
2. Within 2 year of the issuance of this Approval, the Owner shall construct at least two (2) dedicated landfill gas monitors at locations as shown on Figure 3 of the Proposed Surface and Groundwater Monitoring Program dated November 24, 2020 and the landfill gas monitoring shall occur concurrently with the groundwater monitoring plan outlined in Item 12 of Schedule "1".
3. The Owner shall ensure that all on-Site enclosed buildings are equipped with appropriate dedicated gas monitoring devices.

2. Leachate Monitoring

1. Within 1 year of closure of Cell 2, the Owner shall construct one (1) dedicated leachate monitoring well within Cell 2 at location acceptable to the District Manager.
2. The leachate level and sampling and chemical testing shall occur concurrently with the groundwater monitoring plan outlined in Item 12 of Schedule "1".

3. Surface Water and Groundwater

1. The Owner shall monitor surface water and ground water in accordance with the monitoring program outlined in "Surface and Groundwater Monitoring Program, New Liskeard Waste Disposal Site, dated November 24, 2020, and enclosed as Item 12 in Schedule "1".

4. Groundwater Wells and Monitors

1. The Owner shall ensure that all groundwater monitoring wells which form part of the monitoring program are properly capped, locked and protected from damage.
2. Where landfilling is to proceed around monitoring wells, suitable extensions shall be added to the wells and the wells shall be properly re-secured.
3. Any groundwater monitoring well included in the on-going monitoring program that is damaged shall be assessed, repaired, replaced or decommissioned by the Owner, as required.
 - a. The Owner shall repair or replace any monitoring well which is destroyed or in any way made to be inoperable for sampling such that no more than one regular sampling event is missed.
 - b. All monitoring wells which are no longer required as part of the groundwater monitoring program, and have been approved by the Director for abandonment, shall be decommissioned by the Owner, as required, in accordance with O. Reg. 903, to prevent contamination through the abandoned well. A report on the decommissioning of the well shall be included in the Annual Report for the period during which the well was decommissioned.

5. Trigger Mechanisms and Contingency Plans

1. The Trigger mechanism shall be implemented as noted below:
 - a. Trigger mechanisms shall be in accordance with Trigger Mechanisms Contingency Plan provided in "Surface and Groundwater Monitoring Program, New Liskeard Waste Disposal Site, dated November 24, 2020, and enclosed as Item 12 in Schedule "A".
 - b. Contingency plan in the event of a confirmed exceedance of a site-specific trigger level relating to leachate mounding or groundwater or surface water impacts due to leachate shall be in accordance with Item 12 of Schedule "1".
 - c. In addition to the trigger parameters listed in Table 4 of the "Surface and Groundwater Monitoring Program, New Liskeard Waste Disposal Site, dated November 24, 2020, fluoride shall be deemed a trigger parameter for which a trigger concentration shall be established. Moreover, the trigger concentration for groundwater parameters is set at 80% of the Reasonable Use Concentration (RUC).
2. In the event of a confirmed exceedance of a site-specific trigger level relating to leachate mounding or groundwater or surface water impacts due to leachate, the Owner shall immediately notify the District Manager, and an investigation into the cause and the need

for implementation of remedial or contingency actions shall be carried out by the Owner in accordance with the approved trigger mechanisms and associated contingency plans.

3. If monitoring results, investigative activities and/or trigger mechanisms indicate the need to implement contingency measures, the Owner shall ensure that the following steps are taken:
 - a. The Owner shall notify the District Manager, in writing of the need to implement contingency measures, no later than 30 days after confirmation of the exceedances;
 - b. Detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures shall be prepared and submitted by the Owner to the Director for approval; and
 - c. The contingency measures shall be implemented by the Owner upon approval by the Director.
4. The Owner shall ensure that any proposed changes to the site-specific trigger levels for leachate impacts to the surface water or groundwater, are approved in advance by the Director via an amendment to this Approval.

6. Changes to the Monitoring Plan

1. The Owner may request to make changes to the monitoring program to the District Manager in accordance with the recommendations of the annual report. The Owner shall make clear reference to the proposed changes in a separate letter that shall accompany the annual report.
2. Within sixty (60) days of receiving the written correspondence from the District Manager confirming that the District Manager is in agreement with the proposed changes to the environmental monitoring program, the Owner shall forward a letter identifying the proposed changes and a copy of the correspondences from the District Manager and all other correspondences and responses related to the changes to the monitoring program, to the Director requesting the Approval be amended to approve the proposed changes to the environmental monitoring plan prior to implementation.
3. In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the annual report, the Owner shall follow current Ministry procedures for seeking approval for amending the Approval.

7. Compliance

1. The Site shall be operated in such a way as to ensure compliance with the following:
 - a. Reasonable Use Guideline B-7 for the protection of the groundwater at the Site; and
 - b. Provincial Water Quality Objectives included in the July 1994 publication entitled Water Management Policies, Guidelines, Provincial Water Quality Objectives, as amended from time to time or limits set by the Regional Director, for the protection of the surface water at and off the Site.

I. CLOSURE PLAN

1. Closure Plan

1. At least 3 years prior to the anticipated date of closure of this Site, the Owner shall submit to the Director for approval, with copies to the District Manager, a detailed Site closure plan pertaining to the termination of landfilling operations at this Site, post-closure inspection, maintenance and monitoring, and end use. The plan shall include but not be limited to the following information:

- a. a plan showing Site appearance after closure;
- b. a description of the proposed end use of the Site;
- c. a description of the procedures for closure of the Site, including:
 - i. advance notification of the public of the landfill closure;
 - ii. posting of a sign at the Site entrance indicating the landfill is closed and identifying any alternative waste disposal arrangements;
 - iii. completion, inspection and maintenance of the final cover and landscaping;
 - iv. Site security;
 - v. removal of unnecessary landfill-related structures, buildings and facilities;
 - vi. final construction of any control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas; and
 - vii. a schedule indicating the time-period for implementing sub-conditions (i) to (vi) above;
- d. descriptions of the procedures for post-closure care of the Site, including:
 - i. operation, inspection and maintenance of the control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas;
 - ii. record keeping and reporting; and
 - iii. complaint contact and response procedures;
- e. an assessment of the adequacy of and need to implement the contingency plans for leachate and methane gas; and
- f. an updated estimate of the contaminating life span of the Site, based on the results of the monitoring programs to date.

REASONS

The reasons for the imposition of these terms and conditions are as follows:

1. *The reason for Conditions A1(1&2), A3 (1 to 4), A4(1), A5(1&2), A8(1) and A9(1-3) is to clarify the legal rights and responsibilities of the Owner and Operator under this Approval.*
2. *The reasons for Condition A2(1), B5(3), and G6(1) are to ensure that the Site is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the Owner, and not in a manner which the Director has not been asked to consider.*
3. *The reasons for Condition A6(1) are to ensure that the Site is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the Director is informed of any changes.*
4. *The reasons for Condition A6(2) are to restrict potential transfer or encumbrance of the Site without the approval of the Director and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this Approval.*

5. *The reason for Condition A6(3) is to ensure that the successor is aware of its legal responsibilities.*
6. *The reasons for Conditions A7(1-3) and A10 (1-6) are that the Part II.1 Director is an individual with authority pursuant to Section 197 of the Environmental Protection Act to require registration on title and provide any person with an interest in property before dealing with the property in any way to give a copy of the Approval to any person who will acquire an interest in the property as a result of the dealing.*
7. *The reason for Condition A8(1) is to ensure that appropriate Ministry staff has ready access to the Site for inspection of facilities, equipment, practices and operations required by the conditions in this Approval. This Condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the Act, the OWRA, the PA, the NMA and the SDWA.*
8. *The reason for Condition A9(1), A9(3) and B5(7) is to ensure that accurate waste records and approval documents are maintained to ensure compliance with the conditions in this Approval, the EPA and its regulations.*
9. *Condition A9(4) has been included to clarify what information may be subject to the Freedom of Information Act.*
10. *The reasons for Conditions B1(1), B3(1), B5(5&6), B7(1) and F2(1) are to ensure that the Site is operated, inspected and maintained in an environmentally acceptable manner and does not result in a hazard or nuisance to the natural environment or any person.*
11. *The reason for Conditions B2(1) is to ensure that users of the Site are fully aware of important information and restrictions related to Site operations and access under this Approval.*
12. *The reasons for Condition B4(1) are open burning of municipal waste is unacceptable because of concerns with air emissions, smoke and other nuisance effects, and the potential fire hazard and to make sure burning of brush and wood are carried out in accordance with Ministry guidelines.*
13. *The reason for Condition B5(4) is to ensure that waste is transported to and from the Site in accordance with Reg. 347.*
14. *The reasons for Condition B5(1&2) are to ensure that the Site is supervised by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person and to ensure the controlled access and integrity of the Site by preventing unauthorized access when the Site is closed and no site attendant is on duty.*
15. *The reasons for Condition B6(1-3) are to specify the hours of operation for the landfill site and a mechanism for amendment of the hours of operation, as required.*
16. *The reason for Condition C1(1) is to ensure that the Site is supervised and operated by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person.*
17. *The reason for Condition D1(1) is to ensure that any complaints regarding landfill operations at this Site are responded to in a timely and efficient manner.*

18. *Conditions E1(1-5) are included to ensure that emergency situations are handled in a manner to minimize the likelihood of an adverse effect and to ensure public health and safety and environmental protection.*
19. *The reason for Conditions F1(1&2) is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this Approval (such as fill rate, site capacity, record keeping, annual reporting, and financial assurance requirements), the EPA and its regulations.*
20. *The reason for Conditions F2(2&3) is to ensure that detailed records of Site inspections are recorded and maintained for inspection and information purposes.*
21. *The reasons for Conditions F3(1&2) are to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design.*
22. *The reason for Conditions G1(1-4) and G2(1&2) is to specify the approved areas from which waste may be accepted at the Site and the types and amounts of waste that may be accepted for disposal at the Site, based on the Owner's application and supporting documentation.*
23. *The reasons for Conditions G3(1) are to specify the approved areas from which waste may be accepted at the Site, based on the Owner's application and supporting documentation.*
24. *The reasons for Condition G4(1-3) are to ensure that weekly and intermediate cover are used to control potential nuisance effects, to facilitate vehicle access on the Site, and to ensure an acceptable site appearance is maintained. The proper closure of a landfill site requires the application of a final cover which is aesthetically pleasing, controls infiltration, and is suitable for the end use planned for the Site.*
25. *Condition G5(1) is included to ensure that the proposed installations do not impact ongoing environmental protection programs at the Site.*
26. *The reasons for Condition H1(1-3) are to ensure that off-site migration of landfill gas is monitored and all buildings at the Site are free of any landfill gas accumulation, which due to a methane gas component may be explosive and thus create a danger to any persons at the Site.*
27. *Conditions F2(1&2), H2(1&2), H3(1) and H7(1) are included to specify the leachate, groundwater and surface water monitoring requirements for monitoring leachate, groundwater and surface water quality and to require the Owner to demonstrate that the Site is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.*
28. *Conditions H4(1-3) are included to ensure the integrity of the groundwater monitoring network so that accurate monitoring results are achieved and the natural environment is protected.*
29. *Conditions H5(1-4) are added to ensure the Owner has a plan with an organized set of procedures for identifying and responding to potential issues relating to groundwater and surface water contamination at the Site's compliance point.*
30. *The reasons for Conditions H6(1-3) are included to streamline the approval of the changes to the monitoring plan.*

31. The reasons for Condition II(1) are to ensure that final closure of the Site is completed in an aesthetically pleasing manner, in accordance with Ministry standards, and to ensure the long-term protection of the health and safety of the public and the environment.

APPEAL PROVISIONS

In accordance with Section 139 of the *Environmental Protection Act*, you may by written notice served upon me and the Ontario Land Tribunal within 15 days after receipt of this notice, require a hearing by the Tribunal. Section 142 of the *Environmental Protection Act* provides that the notice requiring the hearing ("the Notice") shall state:

- I. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- II. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

- I. The name of the appellant;
- II. The address of the appellant;
- III. The environmental compliance approval number;
- IV. The date of the environmental compliance approval;
- V. The name of the Director, and;
- VI. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

Registrar* Ontario Land Tribunal 655 Bay Street, Suite 1500 Toronto, Ontario M5G 1E5 OLT.Registrar@ontario.ca	and	The Director appointed for the purposes of Part II.1 of the <i>Environmental Protection Act</i> Ministry of the Environment, Conservation and Parks 135 St. Clair Avenue West, 1st Floor Toronto, Ontario M4V 1P5
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*** Further information on the Ontario Land Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349 or 1 (866) 448-2248, or www.olt.gov.on.ca**
The above noted activity is approved under s.20.3 of Part II.1 of the *Environmental Protection Act*.

Dated at Toronto this 3rd day of December, 2021



Mohsen Keyvani

Director

appointed for the purposes of Part II.1 of the Environmental Protection Act

c: Maria Valcarcel, Wood PLC
Steve Burnett

The following schedules are a part of this environmental compliance approval:

SCHEDULE 1

SCHEDULE "1"

1. *The updated Application for a Certificate of Approval for a waste disposal site dated April 12, 2000.*
2. *Letters from Sutcliffe Rody Quesnel Inc. to the MOE dated February 4, 2000, March 14, 2000, and April 12, 2000.*
3. *Site Plan Approved Area (Sheet A) and Site Plan Final Contours (Sheet B) prepared by Sutcliffe Rody Quesnel Inc., and dated February 2000.*
4. *Application for a Provisional Certificate of Approval for a Waste Disposal Site dated November 19, 2004, signed by Dan Harvey, Director of Public Works, City of Temiskaming Shores, including all supporting documentation.*
5. *Application for a Provisional Certificate of Approval for a Waste Disposal Site dated November 14, 2005 and signed by Dave Treen, Manager of Environmental Services, City of Temiskaming Shores, including the attached drawing entitled "New Liskeard Landfill Site Figure 1 "showing the attenuation zone.*
6. *Application for a Certificate of Approval, Waste Disposal Site, dated November 1, 2011 and signed by Christopher Oslund, City Manager, City of Temiskaming Shores,*
7. *Letter dated March 15, 2012, from Jeff Roy, Program Manager, Canadian Solar Solutions Inc., to Lynda Mulcahy, P.Eng, MOE, RE: New Liskeard Landfill Contaminant Attenuation Zone, with attached letter report dated March 7, 2012, by Anthony Story, Story Environmental Inc.*
8. *e-mail from David Treen, City of Temiskaming Shores, to Mark Feenstra, Canadian Solar Solutions Inc., dated October 2, 2012, 10:02am, copied to Lynda Mulcahy, MOE, RE: New Liskeard LF waste amendment*
9. *Letter dated November 19, 2013, from G. Douglas Walsh, CET, Director of Public Works, The City of Temiskaming Shores, to Dickson Odame-Osafo, MOE Waste Unit, Senior Waste Engineer, Re: Application for Approval of WDS Closure Plan-ECA A571, Notice No. 3 for the New Liskeard Landfill Site.*
10. *Environmental Compliance Approval Application dated January 26, 2021 and signed by Steve Burnett, including the attached supporting documentation.*
11. *Design & Operations Plan and Closure Plan, Wood Environment & Infrastructures Solutions, February 12, 2020.*
12. *Surface and Groundwater Monitoring Program, Wood Environment & Infrastructure Solutions, November 24, 2020.*
13. *Appendix A: ECA Pre-submission Review Email, dated December 1, 2020, enclosed with Environmental Compliance Approval Application dated January 26, 2021.*
14. *Appendix B: Site Plan and Scaled Area Location Plan, Figures 1 to 6, Wood Environment & Infrastructure Solutions, September 2020.*
15. *Appendix C: Location Plans, Figures 1 to 3, Wood Environment & Infrastructure Solutions, September 2020.*
16. *Appendix D: Proof of Compliance with EAA – Notice of Approval, dated April 01, 2019, enclosed with Environmental Compliance Approval Application dated January 26, 2021.*
17. *Appendix E: Municipal Zoning Letter, dated January 20, 2021.*

18. *Appendix F: Zoning Map (Figure 5.21), February 2018, enclosed with Environmental Compliance Approval Application dated January 26, 2021.*
19. *Appendix I: New Waste Management Capacity Environmental Study Report, Technical Support Document: Hydrogeology, Amec Foster Wheeler Environment & Infrastructure, August 2016, provided with Environmental Compliance Approval Application dated January 26, 2021.*
20. *Appendix J. ECA: Open House Summary of First Nations Letters. AMEC Environment & Infrastructure, February 2013. enclosed with Environmental Compliance Approval Application dated January 26, 2021.*
21. *Email from Brain Grant to Abdul Quayum, P. Eng., dated November 26, 2021, including enclosed updated Figure 6 - Proposed Top of Cap Contours for Landfill Expansion.*

The Corporation of the City of Temiskaming Shores
By-law No. 2024-120

Being a by-law to enter into an agreement with GFL Environmental Inc, for the sale of 4,684, 95-gallon recycling carts

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

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

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

Whereas Council considered Administrative Report No. PW-027-2024 at the October 1, 2024 Committee of the Whole meeting and declared surplus the 95-gallon recycling carts currently utilized for curbside collection effective January 1, 2025, and directed staff to enter into negotiations with GFL Environmental Inc. (GFL) for the sale of 4684, 95-gallon recycling carts for further consideration at the October 15, 2024 Regular Council meeting.

Whereas Council considered Administrative Report No. PW-028-2024 at the October 15, 2024 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc. (GFL) for the purchase of 4,685 – 95 gallon recycling carts in the amount of \$ 125,000.00 plus applicable taxes, for consideration at the October 15, 2024 Regular Meeting of Council.

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

1. That the Mayor and Clerk be authorized to enter into an agreement with GFL Environmental Inc. (GFL) for the purchase of 4,685 – 95 gallon recycling carts in the amount of \$ 125,000.00 plus applicable taxes, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of October, 2024.

Mayor

Clerk



Schedule "A" to

By-law No. 2024-120

Agreement between

The Corporation of the City of Temiskaming Shores

and

GFL Environmental Inc.

for the sale of 4,684, 95-gallon recycling carts

CART PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of 15, October 2024 (the "Effective Date"), by and between GFL ENVIRONMENTAL INC. ("GFL") and the City of Temiskaming Shores. GFL and the City of Temiskaming Shores are each a "Party" and are together the "Parties".

RECITALS

A. GFL is responsible for the collection of Blue Box Material (as defined in Ontario Regulation 391/21 under the *(Ontario) Resource Recovery and Circular Economy Act, 2016*) in The City of Temiskaming Shores beginning on January 1, 2025 (the "Service Commencement Date").

B. The City of Temiskaming Shores wishes to sell, assign and transfer to GFL and GFL wishes to purchase from The City of Temiskaming Shores, all carts currently used in the conduct of recyclable collection services in the City of Temiskaming Shores, on the terms and conditions hereinafter set forth.

AGREEMENTS

NOW THEREFORE, in consideration of the recitals, the covenants and agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Transfer of Carts.** The City of Temiskaming Shores hereby does grant, sell, convey, transfer, assign and deliver to GFL, as of the Service Commencement Date, all of The City of Temiskaming Shores's right, title and interest in and to the Carts. "Carts" means all of the carts, used or held for use, by or on behalf of The City of Temiskaming Shores in connection with residential curbside, multi-residential, school, long-term care and retirement home recyclables collection in The City of Temiskaming Shores as of the Service Commencement Date, including without limitation all carts on order, in repair and/or inventory for such purpose. As of the Effective Date, the Carts are comprised of the carts set out on Schedule "A" attached hereto. GFL's purchase of the Carts includes delivery to GFL of documentation and/or data related to the Carts to assist GFL's continued utilization of the Carts on a go-forward basis, including RFID and stop/address data related to the deployment of the Carts and/or RFID tags, it being acknowledged and agreed by GFL that THE CITY OF TEMISKAMING SHORES does not represent or warrant as to the accuracy of such data. For certainty: (a) all THE CITY OF TEMISKAMING SHORES assets other than the Carts are excluded from the transactions contemplated hereby (including any current Cart maintenance contract(s) and all liabilities associated therewith); (b) GFL shall not acquire any damaged Carts removed from service by THE CITY OF TEMISKAMING SHORES and designated for disposal prior to the Service Commencement Date; and (c) GFL shall not assume, pay, satisfy, discharge, perform or fulfill any obligations or liabilities of THE CITY OF TEMISKAMING SHORES whatsoever, including without limitation (i) any amounts payable incurred by THE CITY OF TEMISKAMING SHORES in respect of the Carts or (ii) any actions or proceedings

arising as a result of facts or circumstances that occurred prior to the Service Commencement Date related to the Carts.

2. Purchase Price.

- (a) In consideration of GFL's purchase of the Carts, GFL shall pay to THE CITY OF TEMISKAMING SHORES the sum of \$125,000 (the "Purchase Price"), plus applicable sales taxes.
- (b) The Purchase Price shall be paid in full by wire transfer in cash on the Service Commencement date in accordance with the payment instructions to be provided by THE CITY OF TEMISKAMING SHORES to GFL fifteen (15) days prior to the Service Commencement Date.

3. THE CITY OF TEMISKAMING SHORES 's Representations and Warranties. THE CITY OF TEMISKAMING SHORES represents, warrants and covenants to GFL as of the Effective Date and as of the Service Commencement Date:

- (a) THE CITY OF TEMISKAMING SHORES is the sole legal and beneficial owner of the Carts and has good and marketable title to the Carts, free and clear of all liens, charges and encumbrances;
- (b) THE CITY OF TEMISKAMING SHORES has full power and authority to execute and deliver this Agreement and is authorized to perform its obligations hereunder, including the full legal transfer of the Carts to GFL;
- (c) THE CITY OF TEMISKAMING SHORES 's delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or violate any provision of any contract or agreement or any law, judgment, governmental rule, or other regulation binding upon THE CITY OF TEMISKAMING SHORES ;
- (d) As of the Service Commencement Date, GFL shall have possession of and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the Carts transferred hereby for its own use and benefit, without hindrance, interruption, molestation, claim or demand whatsoever, of, from or by THE CITY OF TEMISKAMING SHORES ;
- (e) There are no actions, suits, judgments, or proceedings outstanding or pending or threatened in writing against or affecting the Carts at law or at equity which might affect the Carts or THE CITY OF TEMISKAMING SHORES 's ability to perform its obligations hereunder;
- (f) As of the Effective Date, the carts listed on Schedule "A" comprise all of the Carts;
- (g) THE CITY OF TEMISKAMING SHORES has not deferred any material maintenance, repairs or replacements of the Carts and has engaged with qualified service providers to maintain, repair and replace the Carts in accordance with good

industry practices throughout the relevant service life of such Carts; [Note: Confirm whether there are active warranties that are assignable]

- (h) THE CITY OF TEMISKAMING SHORES has not removed any Carts from service other than in the ordinary course of the maintenance, repair or replacement of such Carts; and
- (i) THE CITY OF TEMISKAMING SHORES is registered for the purposes of subdivision d of Division V of Part IX of the ETA whose registration number is THE CITY OF TEMISKAMING SHORES .

4. GFL's Representations and Warranties. GFL represents and warrants to THE CITY OF TEMISKAMING SHORES as follows as of the Effective Date and as of the Service Commencement Date:

- (a) GFL has full power and authority to execute and deliver this Agreement and is authorized to perform its obligations hereunder;
- (b) GFL's delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or violate any provision of any contract or agreement or any law, judgment, governmental rule, or other regulation binding upon GFL; and
- (c) Buyer is registered for purposes of subdivision d of Division V of Part IX of the ETA whose registration number.

5. Condition of Carts. THE CITY OF TEMISKAMING SHORES IS SELLING, AND GFL IS ACQUIRING, THE CARTS ON AN "AS IS, WHERE IS" BASIS AND "WITH ALL FAULTS" AS OF THE SERVICE COMMENCEMENT DATE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE CARTS' CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. THE CITY OF TEMISKAMING SHORES SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. GFL IS HEREBY THUS ACQUIRING THE CARTS BASED SOLELY UPON GFL'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTION OF THE CARTS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY THE CITY OF TEMISKAMING SHORES OR THE CITY OF TEMISKAMING SHORES 'S AGENTS OR CONTRACTORS.

6. Pre-Service Commencement Date Period. From the Effective Date to the Service Commencement Date:

- (a) THE CITY OF TEMISKAMING SHORES shall maintain, repair and replace Carts in the ordinary course consistent with past practice;
- (b) THE CITY OF TEMISKAMING SHORES shall provide prompt notice to GFL of any change(s) to the Carts described in Schedule "A" that may have a material adverse effect on the value of such Carts; and

- (c) Notwithstanding anything else contained in this Agreement, GFL may terminate this Agreement upon prior written notice to THE CITY OF TEMISKAMING SHORES , and shall not be required to purchase the Carts, if there has occurred any major loss or damage to the Carts that has a material adverse effect on the Carts taken as a whole, excluding reasonable wear and tear consistent with past practice.

7. **Transition and Cooperation.** All deployed Carts shall remain at their current location as of the Service Commencement Date and shall be considered delivered to GFL in accordance with this Agreement without further action by the Parties upon payment by GFL of the Purchase Price. THE CITY OF TEMISKAMING SHORES shall provide reasonable assistance to GFL in the orderly transition of the Carts during the 30-day period following the Service Commencement Date. In the event that at any time or from time to time after the Service Commencement Date, THE CITY OF TEMISKAMING SHORES possesses any Carts that should belong to GFL pursuant to this Agreement, THE CITY OF TEMISKAMING SHORES shall promptly transfer, or cause to be transferred, such Carts to GFL, for no additional consideration. Prior to any such transfer, THE CITY OF TEMISKAMING SHORES shall hold such asset in trust for the benefit of GFL.

8. **General.**

- (a) **Survival.** Each of the Parties hereto hereby agree that the representations and warranties contained in Sections 3 and 4 of this Agreement shall survive the Effective Date and continue in full force and effect for a period of six (6) months after the Service Commencement Date. The covenants set forth in this Agreement shall survive indefinitely without any limitation as to time.
- (b) **Confidentiality.** Except as required by law, GFL's purchase of the Carts and the terms and conditions of this Agreement, including the Purchase Price, together with any other information provided by THE CITY OF TEMISKAMING SHORES to GFL in connection with the proposed transactions, are confidential and shall not be disclosed by GFL to any person or entity except to the officers, employees, legal counsel, accountants and other authorized representatives of GFL that need to know such confidential information in connection with the completion of the transactions contemplated in this Agreement.
- (c) **Publicity.** Subject to applicable securities laws and regulations (including regulations or policies of any applicable securities exchange), no public release or announcement concerning the transactions contemplated hereby shall be issued by any Party hereto without the written consent of the other Party. If such release or announcement shall be required by any legal requirement, the Party required to make the release or announcement shall allow the other Party reasonable time to comment on such release or announcement in advance of its issuance. No financial or commercially sensitive terms will be publicly disclosed.
- (d) **Further Assurances.** THE CITY OF TEMISKAMING SHORES will from time to time hereafter, upon every reasonable request of GFL make, do and execute or

cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by GFL whether for more effectually and completely vesting in GFL all of the Carts in accordance with the terms hereof.

- (e) **Currency.** All sums of money which are referred to in this Agreement are expressed in Canadian dollars.
- (f) **Amendments.** This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the Parties.
- (g) **Successors and Assigns.** This Agreement becomes effective only when executed by each of the Parties. After that time, it will be binding upon and inure to the benefit of each of the Parties and their respective legal personal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties, provided that GFL is entitled to assign this Agreement or any of its rights or obligations under this Agreement to any of its affiliates, so long as GFL remains jointly and severally responsible with such affiliate for GFL's obligations hereunder.
- (h) **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the Laws of the Province of Ontario.
- (i) **Notices.** Any notice, demand, request or other communication to be given to a Party hereto shall be addressed to such Party at its respective address set forth below its signature hereto, or at such other address as such Party may hereafter designate in writing to the other Party in accordance with this Section. Any such notice, demand, request or other communication shall be deemed duly given when personally delivered or, if sent by national overnight delivery service, on the next business day.
- (j) **Expenses.** Each Party will pay for its own costs and expenses incurred in connection with this Agreement and the transactions contemplated by them. The fees and expenses referred to in this Section include those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants.
- (k) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

- (l) **Counterparts.** This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together will be deemed to constitute one and the same instrument. Copies of this Agreement exchanged by electronic copies of originally signed documents will be deemed originals for all purposes.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

GFL:

GFL ENVIRONMENTAL INC.

By: _____
Name:
Title:

Address: 100 New Park Place #500
Vaughan, ON L4K 0H9
Attn: Legal Department

With copies to:

THE CITY OF TEMISKAMING SHORES:

THE CITY OF TEMISKAMING SHORES

By: _____
Name:
Title:

Address:

By: _____
Name:
Title:

Address:

SCHEDULE "A"
Carts as of Effective Date

Eligible Source	Estimated # 95 Gallon Carts	Lump Sum Price plus HST
Curbside	4685	\$ 125,000.00

The Corporation of The City of Temiskaming Shores

By-law No. 2024-121

Being a by-law to amend By-law No. 2012-039, as amended, to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores –Schedule “D” Recreation Services Fees

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

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

Whereas Council considered Administrative Report No. RS-021-2024 at the Committee of the Whole meeting held on October 1, 2024, and directed staff to prepare the necessary by-law to amend By-law No. 2012-039 (Departmental User Fees) as amended, to update Recreational Fees for 2025-2027, for consideration at the October 15, 2024 Regular Council meeting; and

Whereas the Council of the Corporation of the City of Temiskaming Shores deems it advisable to amend By-law No. 2012-039 as hereinafter set forth.

Now therefore be it resolved that the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That Schedule “D” to Fees By-law No. 2012-039, as amended, Recreation Department Fees be deleted in its entirety and replaced with Schedule “A”, a copy attached hereto and forming part of this by-law.
2. 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 the by-law, where such modifications or corrections do not alter the intent of the by-law.

3. This By-law shall come into full force and effect on January 1, 2025.

Read a first, second and third time and finally passed this 15th day of October, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-121

**to adopt Schedules of Departmental User Fees and Services for the City of
Temiskaming Shores: Schedule “D” Recreation Department Fees**

Recreation Department Fees

Prices plus HST (where applicable)

1. Definitions

Disclaimer: The Recreation Department may offer programs, lessons, demonstrations, workshops, or other initiatives during the year that are not listed in these User Fees. Those associated fees will be published on the City of Temiskaming Shores' Official Website, and/or social media platforms in advance of the program/programming.

- 1.1 **"Family"** means a group of people made up of up to two primary caregivers and their children who all live in the same household.
- 1.2 **"Seniors"** means any individual who is 55 years of age or older.
- 1.3 **"Student"** means any individual who is currently attending a secondary or post-secondary institution and is able to provide a valid, current student card upon request.
- 1.4 **"New Liskeard Cubs U18 Rate"** shall apply only to ice rentals made by the New Liskeard Cubs U18 AAA hockey club.
- 1.5 **"Non-Profit"** shall be any registered not-for-profit organization or registered charity. Individuals and for-profit businesses shall not be considered "Non-Profit".
- 1.6 **"Non-Profit Rental"** shall be applied to any facility rental (where applicable) for any organization which is a registered not-for-profit organization or registered charity. Individuals shall not be eligible to receive the Non-Profit Rental rate
- 1.7 **"Non-Resident"** means an individual or family who does not pay property taxes directly to the City of Temiskaming Shores or who does not maintain their primary residence within the City of Temiskaming Shores. Further details outlined in by-law 2019-082
- 1.8 **"Prime Time Rate"** shall be applied to any ice rental for any individual or organization who does not qualify for another rate.
- 1.9 **"Private Rental"** shall be applied to any facility rental (where applicable) which is made by an individual or a for-profit business.
- 1.10 **"Proof-of-Insurance"** is required for all rentals of City of Temiskaming Shores facilities. Renters may either show proof of insurance, naming the City as an additional insured or purchase insurance through the City of Temiskaming Shores. Further details outlined in by-law 2022-034
- 1.11 **"School Rate"** shall be applied to any facility rental for a registered educational institution which receives public funding only.
- 1.12 **"Youth Non-Profit Rate"** shall be applied to any ice rental for any organization which is a registered not-for-profit organization or registered charity who primarily provides programming to youth, defined as individuals under the age of 18 years old. Individuals shall not be eligible to receive the Youth Non-Profit Rate.

2. Arenas

Don Shepherdson Memorial Arena Shelley Herbert-Shea Memorial Arena Ice Rates			
Category	Year		
	2025	2026	2027
Youth Non-Profit Rate	\$ 107.16	\$ 109.30	\$ 111.49
Prime Time Rate	\$ 150.03	\$ 153.03	\$ 156.09
Non-Prime Ice Rate	\$ 87.87	\$ 89.63	\$ 91.42
New Liskeard Cubs U18 Rate	\$ 120.02	\$ 122.42	\$ 124.87
School Rate	\$ 75.01	\$ 76.51	\$ 78.04
<p>Note: Non-Prime Ice is available from September 1st to April 30th, Monday to Friday from 6am to 4pm excluding holidays, and school breaks.</p>			

Don Shepherdson Memorial Arena Shelley Herbert-Shea Memorial Arena Floor Surface Rates			
Category	Year		
	2025	2026	2027
Floor – Per Hour (Maximum of 4 Hours)	\$ 48.22	\$ 49.19	\$ 50.17
Non-Profit per day	\$ 375.06	\$ 382.57	\$ 390.22
Private Rental per day	\$ 712.63	\$ 726.88	\$ 741.42
Non-Resident Private Rental per day	\$ 997.67	\$ 1,017.62	\$ 1,037.97
<p>Note: Second day of a daily rental will be charged at 60% of the regular rate.</p>			

3. Outdoor Facilities and Sport Programs

Minor Sports Program			
	2025	2026	2027
Minor Ball	\$ 55.00	\$ 56.65	\$ 58.35

Ball Fields			
Category	New Liskeard / Haileybury / Dymond		
	2025	2026	2027
Per Game / Practice*	\$ 37.51	\$ 38.26	\$ 39.02
Tournament / Day	\$ 139.31	\$ 142.10	\$ 144.94
Minor Ball / Game*	\$ 30.01	\$ 30.61	\$ 31.22
*Up to 2-hours per booking			

Soccer Fields			
Category	New Liskeard / Haileybury / Dymond		
	2025	2026	2027
Per Hour	\$ 32.15	\$ 32.79	\$ 33.45

Tennis Courts			
Category	New Liskeard / Haileybury		
	2025	2026	2027
Daily Rental	\$ 21.43	\$ 21.86	\$ 22.30

Fairgrounds			
Category	2025	2026	2027
Riding Ring - Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03
Greenspace – Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03

4. Municipal Halls and Event Spaces

New Liskeard Riverside Place: 55 Riverside Drive			
Category	2025	2026	2027
Private Rental	\$ 581.16	\$ 592.79	\$ 604.64
Second Day Rental	\$ 293.26	\$ 299.13	\$ 305.11
Non-Profit Daily Rental	\$ 293.26	\$ 299.13	\$ 305.11
Private Weekly Rental (M-F)	\$ 1,412.91	\$ 1,441.17	\$ 1,469.99
Non-Profit Weekly Rental (M-F)	\$ 713.15	\$ 727.42	\$ 741.96
3 Hour Rental	\$ 80.37	\$ 81.98	\$ 83.62
Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	375	
	Banquet & Dance	270	
Size of Hall	75' x 37'		
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)		
	25 – 5' round tables (seats 8)		
Chairs	227 Dark blue		
Dishes	Available to rent - \$120 +HST		

Bun Eckensviller Community Hall: 90 Whitewood Avenue			
Category	2025	2026	2027
Private Rental	\$ 438.83	\$ 447.60	\$ 456.55
Second Day Rental	\$ 219.68	\$ 224.07	\$ 228.56
Non-Profit Daily Rental	\$ 219.68	\$ 224.07	\$ 228.56
Private Weekly Rental (M-F)	\$ 1,097.06	\$ 1,119.00	\$ 1,141.38
Non-Profit Weekly Rental (M-F)	\$ 549.20	\$ 560.19	\$ 571.39
3 Hour Rental	\$ 80.37	\$ 81.98	\$ 83.62
3 Hour Rental – Upstairs Meeting Room	\$ 53.58	\$ 54.65	\$ 55.75
Note:			
\$200.00 damage/cleaning deposit is required for all rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	500	
	Banquet & Dance	278	
Size of Hall	45' x 65'		
Available Chairs	102		
Available Tables	25 rectangular		
Stage	Large stage in hall		
Dishes	Not available		

Dymond Community Hall: 181 Drive-in Theatre Road			
Category	2025	2026	2027
Private Rental	\$ 273.26	\$ 278.73	\$ 284.30
Second Day Rental	\$ 135.02	\$ 137.72	\$ 140.48
Non-Profit Daily Rental	\$ 135.02	\$ 137.72	\$ 140.48
Private Weekly Rental (M-F)	\$ 683.15	\$ 696.82	\$ 710.75
Non-Profit Weekly Rental (M-F)	\$ 337.56	\$ 344.31	\$ 351.20
3 Hour Rental	\$ 53.58	\$ 54.65	\$ 55.75
Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	175		
Size of Hall	42' x 63'		
Tables	29 – 6' x 34"		
Chairs	175 – Orange and brown plastic		
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal		

Harbourfront Pavilion: 451 Farr Drive			
Category	2025	2026	2027
Per Hour	\$ 33.76	\$ 34.43	\$ 35.12
Per Day	\$ 171.46	\$ 174.89	\$ 178.38
Not-for-Profit Daily Rental	\$ 85.73	\$ 87.44	\$ 89.19
Capacity			
Standing Space	902		
Dining or alcohol	328		
Details			
Small prep area with fridge and freezer only			
40 Chairs and 20 Tables Available			

Shelley Herbert-Shea Memorial Arena Hall: 400 Ferguson Avenue			
Category	2025	2026	2027
Private Rental (includes bar & kitchen)	\$ 380.42	\$ 388.03	\$ 395.79
Second Day Rental	\$ 192.89	\$ 196.75	\$ 200.68
Non-Profit Daily Rental	\$ 192.89	\$ 196.75	\$ 200.68
Private Weekly Rental (M-F)	\$ 951.06	\$ 970.08	\$ 989.48
Non-Profit Weekly Rental (M-F)	\$ 482.23	\$ 491.87	\$ 501.71
3 Hour Rental	\$ 80.37	\$ 81.98	\$ 83.62
Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity (alcohol)	270		
Seating Capacity Dining Only	231		
Seating Capacity Dining & Dancing	190		
Tables	17 – 8’ rectangular tables 25 – 5’ round tables		
Chairs	200		
Dishes	Not available		

Haileybury Lion’s Den: 400 Ferguson Avenue			
Category	2025	2026	2027
Per Hour	\$ 30.01	\$ 30.61	\$ 31.22
Per Day	\$ 139.52	\$ 142.31	\$ 145.16
Non-Profit Daily Rental	\$ 69.76	\$ 71.16	\$ 72.58
Capacity			
Seating Capacity (dining/alcohol/seating)	80		
Tables	17 – 8’ rectangular tables		
Chairs	24 yellow and 36 red		
Size of Hall	42’ x 25’		

Notes:
City staff setup fee for all Municipal Hall and Event Spaces is \$ 95.04 +HST. Setup includes, table, chair and podium setup only.

Any staff required on an hourly basis are charged to the renter at \$ 47.52 per hour for regular time and \$ 71.28 per hour for overtime +HST.

5. Outdoor Leisure Facilities

Municipal Marinas			
	2025	2026	2027
Seasonal (per foot)	\$ 37.13	\$ 37.87	\$ 38.63
One Boat Utilizing Two Slips (per foot)	\$ 46.41	\$ 47.34	\$ 48.29
Seasonal Electrical (Flat rate, per slip)	\$ 76.80	\$ 78.34	\$ 79.90
Monthly (23ft Length or Under)	\$ 257.19	\$ 262.33	\$ 267.58
Monthly (24ft Length or Over)	\$ 300.05	\$ 306.05	\$ 312.17
Seasonal Rate for Personal Watercraft	\$ 191.28	\$ 195.11	\$ 199.01
Monthly Rate for Personal Watercraft	\$ 74.48	\$ 75.97	\$ 77.49
Winter Boat Storage on Municipal Property	\$ 286.92	\$ 292.66	\$ 298.52
Transient (per night)	\$ 36.66	\$ 37.39	\$ 38.14

6. Waterfront Pool and Fitness Centre

Waterfront Pool and Fitness Centre: 77 Wellington Street South						
Rates Per Visit						
Facility	2025		2026		2027	
	Adult	Senior/ Student	Adult	Senior/ Student	Adult	Senior/ Student
Pool	\$ 4.87	\$ 3.98	\$ 5.10	\$ 4.22	\$ 5.10	\$ 4.22
Pool - Family	\$ 12.17		\$ 12.90		\$ 12.90	
Fitness Rooms	\$ 7.30	\$ 6.20	\$ 7.74	\$ 6.57	\$ 7.74	\$ 6.57
Squash Racquet Rental	\$ 3.45	\$ 3.45	\$ 3.66	\$ 3.66	\$ 3.66	\$ 3.66
Book of 5 passes for Gym	\$ 30.56	\$ 25.77	\$ 32.39	\$ 27.31	\$ 32.39	\$ 27.31
Book of 5 passes for Pool	\$ 20.07	\$ 16.23	\$ 21.27	\$ 17.20	\$ 21.27	\$ 17.20
Book of 5 passes for Full Facility	\$ 33.80	\$ 28.05	\$ 35.83	\$ 29.74	\$ 35.83	\$ 29.74
Arthritic Program	\$ 4.20		\$ 4.45		\$ 4.45	
Aquafit	\$ 6.20		\$ 6.57		\$ 6.57	
Cardiopulmonary Program	\$ 4.60		\$ 4.87		\$ 4.87	
Note:						
All children aged 2 years of age and under permitted to swim in the pool at no cost (must be accompanied by a paid individual)						

Membership Rates									
	2025			2026			2027		
	Adult	Student Senior	Family	Adult	Student Senior	Family	Adult	Student Senior	Family
Fitness									
1 month	\$60.75	\$50.42	\$146.64	\$64.39	\$53.44	\$155.44	\$64.39	\$53.44	\$155.44
3 months	\$151.26	\$121.01	\$365.15	\$160.33	\$128.27	\$387.05	\$160.33	\$128.27	\$387.05
1 year	\$484.03	\$363.02	\$1,212.28	\$513.07	\$384.80	\$1,285.02	\$513.07	\$384.80	\$1,285.02
Pool									
1 month	\$43.00	\$37.55	\$96.76	\$45.58	\$39.81	\$102.56	\$45.58	\$39.81	\$102.56
3 months	\$107.08	\$87.87	\$240.92	\$113.50	\$93.14	\$255.38	\$113.50	\$93.14	\$255.38
1 year	\$355.50	\$246.04	\$751.68	\$376.83	\$260.81	\$796.78	\$376.83	\$260.81	\$796.78
Full									
1 month	\$91.80	\$71.61	\$229.51	\$97.31	\$75.90	\$243.28	\$97.31	\$75.90	\$243.28
3 months	\$228.59	\$171.44	\$571.48	\$242.31	\$181.73	\$605.77	\$242.31	\$181.73	\$605.77
1 year	\$758.93	\$534.91	\$1,897.32	\$804.46	\$567.00	\$2,011.16	\$804.46	\$567.00	\$2,011.16

Aquatic Programs			
	2025	2026	2027
Arthritic Program			
Per Class	\$ 4.20	\$ 4.45	\$ 4.45
8 classes	\$ 30.78	\$ 32.63	\$ 32.63
16 classes	\$ 58.24	\$ 61.73	\$ 61.73
24 classes	\$ 82.37	\$ 87.31	\$ 87.31
Aquafit			
Per Class	\$ 6.20	\$ 6.57	\$ 6.57
8 drop-in classes	\$ 37.44	\$ 39.69	\$ 39.69
16 drop-in classes	\$ 69.89	\$ 74.08	\$ 74.08
24 drop-in classes	\$ 97.34	\$ 103.18	\$ 103.18
5 Class Evening Session	\$ 31.00	\$ 32.85	\$ 32.85
6 Class Evening Session	\$ 37.20	\$ 39.42	\$ 39.42
8 Class Evening Session	\$ 49.60	\$ 52.56	\$ 52.56
Swimming Lessons ½ hour class (8 classes)	\$ 47.20	\$ 50.00	\$ 50.00
Swimming Lessons ¾ hour class (8 classes)	\$ 54.64	\$ 57.84	\$ 57.84
Swimming Lessons 1 hour class (8 classes)	\$ 70.40	\$ 74.56	\$ 74.56
Swimming Lessons ½ hour class (9 classes)	\$ 53.07	\$ 56.26	\$ 56.26
Swimming Lessons ¾ hour class (9 classes)	\$ 61.43	\$ 65.11	\$ 65.11
Swimming Lessons 1 hour class (9 classes)	\$ 79.17	\$ 83.92	\$ 83.92
Swimming Lessons ½ hour class (10 classes)	\$ 58.97	\$ 62.51	\$ 62.51
Swimming Lessons ¾ hour class (10 classes)	\$ 68.25	\$ 72.35	\$ 72.35
Swimming Lessons 1 hour class (10 classes)	\$ 87.91	\$ 93.18	\$ 93.18
Swimming Lessons (Private) – (9 Classes)	\$ 234.00	\$ 248.04	\$ 248.04
Swimming Lessons (Private) – (10 Classes)	\$ 260.00	\$ 275.60	\$ 275.60
Rookie/Ranger/Star (9 classes)	\$ 79.17	\$ 83.63	\$ 83.63
Rookie/Ranger/Star (10 classes)	\$ 87.91	\$ 93.18	\$ 93.18
Haileybury Beach Swimming Lessons	50% of regular rate		
Adult Swim Lessons (8 Classes)	\$ 78.18	\$ 82.88	\$ 82.88
Adult Swim Lessons (9 Classes)	\$ 87.96	\$ 93.24	\$ 93.24
Adult Swim Lessons (10 Classes)	\$ 97.73	\$ 103.60	\$ 103.60
Timiskaming Northern Loons (per hour)	\$ 40.17	\$ 41.38	\$ 42.62

Aquatic Leadership Programs*			
Emergency First Aid	\$ 60.06	\$ 63.66	\$ 63.66
Standard First Aid Course	\$ 120.12	\$ 127.33	\$ 127.33
Bronze Star (BS)	\$ 87.91	\$ 93.19	\$ 93.19
Bronze Medallion (BMED)	\$ 68.25	\$ 72.35	\$ 72.35
Bronze Medallion & Emergency First Aid (BM/EFA)	\$ 81.90	\$ 86.81	\$ 86.81
Bronze Cross (BC)	\$ 68.25	\$ 72.35	\$ 72.35
Bronze Cross & Standard First Aid (BC/SFA)	\$ 81.90	\$ 86.81	\$ 86.81
National Lifeguard Course (NL)	\$ -	\$ -	\$ -
National Lifeguard Course (Non-Resident)	\$ 163.80	\$ 173.63	\$ 173.63
National Lifeguard Recertification (NLR)	\$ 65.52	\$ 69.45	\$ 69.45
Swim Instructors Course (SI)	\$ 174.47	\$ 184.94	\$ 184.94
Lifesaving Instructors (LSI)	\$ 135.68	\$ 143.82	\$ 143.82
Swim & Lifesaving Instructors (SI/LSI)	\$ 261.71	\$ 277.41	\$ 277.41
Examiners (EX)	\$ 65.52	\$ 69.45	\$ 69.45
Lifesaving Instructors & Examiners (LSI/EX)	\$ 153.32	\$ 162.52	\$ 162.52
First Aid Instructors (FAI)	\$ 141.50	\$ 149.99	\$ 149.99
National Lifeguard Instructors (NLI)	\$ 120.12	\$ 127.33	\$ 127.33
Junior Lifeguard Club (JLC)	\$ 117.39	\$ 124.43	\$ 124.43
*Course materials for aquatic leadership programs are charged in addition to the program registration fee.			

Pool Rentals	2025	2026	2027
1 hour Pool Rental without the slide	\$ 130.00	\$ 137.80	\$ 137.80
1 hour Pool Rental with the slide	\$ 186.73	\$ 197.93	\$ 197.93
Birthday Party – 1-hour pool rental and 1-hour viewing room rental	\$ 247.10	\$ 261.93	\$ 261.93
1 hour Pool Rental for use by School	75% of Regular Rate		

Waterfront Pool & Fitness Centre - Rental of Lounge			
	2025	2026	2027
1 hour	\$ 54.62	\$ 57.90	\$ 57.90
3 hours	\$ 147.48	\$ 156.33	\$ 156.33
Full Day	\$ 368.69	\$ 390.81	\$ 390.81
1 hour Fitness Class	\$ 28.40	\$ 30.11	\$ 30.11

Cardiopulmonary Fitness Class			
Per Class	\$ 4.60	\$ 4.87	\$ 4.87
8 classes	\$ 34.94	\$ 37.04	\$ 37.04
16 classes	\$ 66.56	\$ 70.55	\$ 70.55
24 classes	\$ 94.85	\$ 100.54	\$ 100.54

Waterfront Pool & Fitness Centre - Other Fees			
	2025	2026	2027
Membership Card Replacement Fee	\$ 10.00	\$ 10.60	\$ 10.60
Monthly Locker Rental	\$ 12.00	\$ 12.72	\$ 12.72

7. Non-Resident User Fees

Non-Resident User Fees			
	2025	2026	2027
Municipal Arenas (Per Family)	\$ 200.00	\$ 225.00	\$ 225.00
Municipal Marinas (Per Vessel)	\$ 200.00	\$ 225.00	\$ 225.00
City Hosted Programs, Activities and Memberships (Surcharge on Regular Fee)	30%	30%	30%
Northern Loons Swim Club (Per Family)	\$ 200.00	\$ 225.00	\$ 225.00
Temiskaming Shores Soccer Club (Surcharge on Regular Fee)	30%	30%	30%

8. Other Fees

City Supplied General Liability Insurance			
	2025	2026	2027
Facility bookings without user-supplied liability insurance: Per booking, per day	\$ 5.00	\$ 5.00	\$ 5.00
Facility bookings without user-supplied liability insurance (with alcohol): Per booking	\$ 275.00	\$ 280.00	\$ 285.00

Recreation Facility Advertisement Fees			
	2025	2026	2027
DSMA or SHSMA Rink Board Advertisement	\$ 425.00	\$ 425.00	\$ 425.00
DSMA or SHSMA Wall Board Advertisement	\$ 425.00	\$ 425.00	\$ 425.00
DSMA Bulletin Board Advertisement	\$ 1,000.00	\$ 1,020.00	\$ 1,020.00
WPFC Squash Court Advertisement Fee	\$ 150.00	\$ 150.00	\$ 150.00
Ball Diamond Fence Advertisement Fee	\$ 200.00	\$ 200.00	\$ 200.00

Note:

All advertisements are subject to additional terms and conditions.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-122

Being a by-law to Stop up and Close a Highway – A portion of Dymond Crescent, described as Part 1 on Plan 54R-6453

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

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

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

Whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

Whereas Council considered Administrative Report No. CS-033-2024 at the October 1, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law for the Stopping Up and Closing the a portion of Dymond Crescent, described as Part 1 on Plan 54R-6453, for consideration at the October 15, 2024 Regular Council meeting.

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

1. That a portion of Dymond Crescent, described as Part 1 on Plan 54R-6453; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

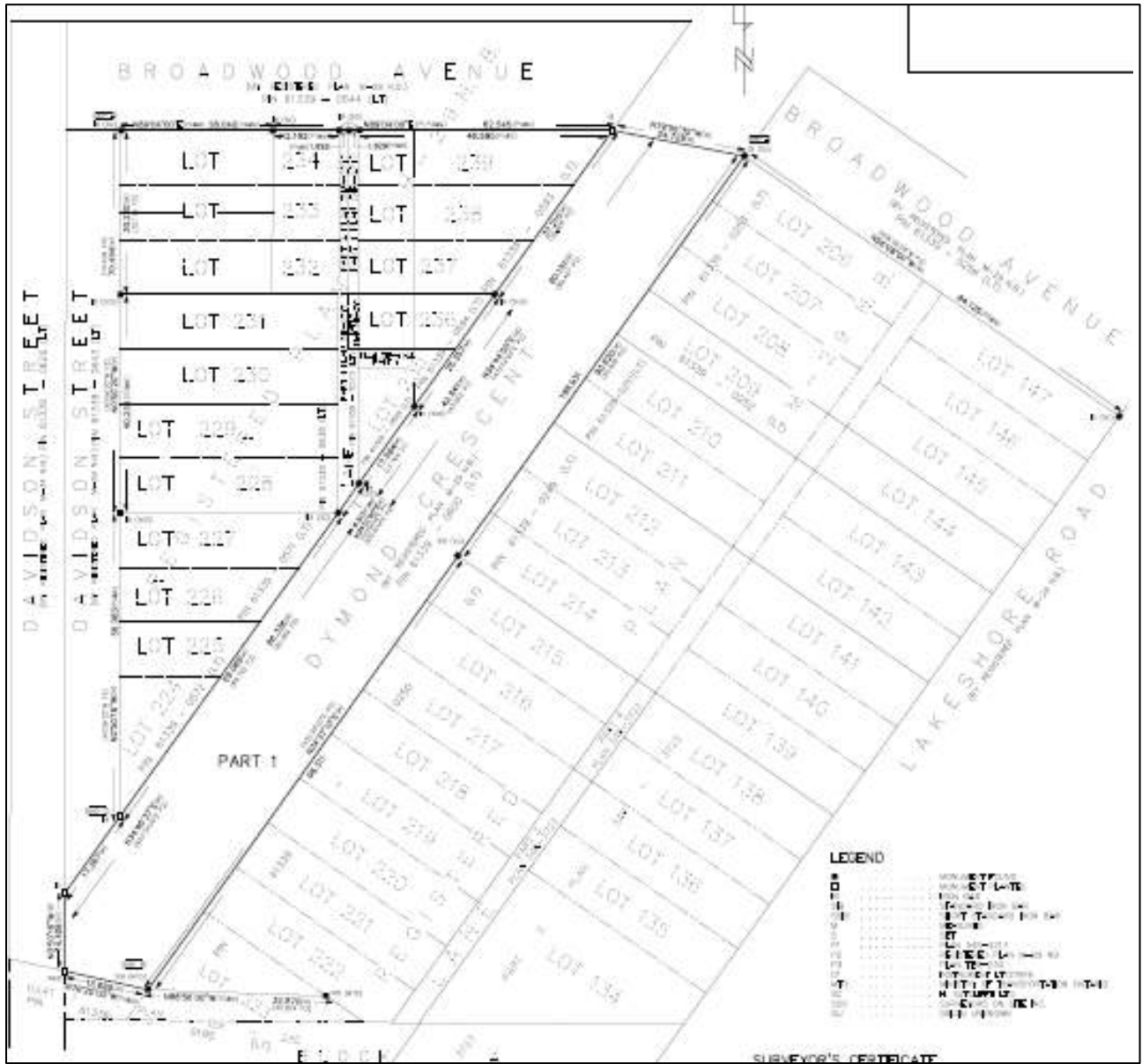
Read a first, second and third time and finally passed this 15th day of October, 2024.

Mayor

Clerk

Schedule "A"

City of Temiskaming Shores – Portion of Dymond Crescent, described as Part 1 on
Plan 54R-6453



Excerpt of Plan 54R-6453

The Corporation of the City of Temiskaming Shores
By-law No. 2024-123
Being a by-law to authorize the Sale of Land for a
Portion of Dymond Crescent, described as Part 1 on
Plan 54R-6453 to 2844371 Ontario Inc.

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

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

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

Whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council considered Administrative Report No. CS-033-2024 at the October 1, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale between the City of Temiskaming Shores as Vendor, and 2844371 Ontario Inc., as Purchaser, for the land described as Part 1 on Plan 54R-6453, conditional on the registration of any easements required by the municipality and applicable external agencies, and upon approval of a Site Plan Control Agreement, in the amount of \$1,000 plus taxes (if applicable) plus all associated costs (legal, registration, survey, administration, etc.), in accordance with By-law No. 2015-160, for consideration at the October 15, 2024 Regular Council meeting.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between 2844371 Ontario Inc. as Purchasers and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law.

3. That Council agrees to sell the subject land in the amount of \$1,000.00, plus applicable taxes and other such considerations outlined in the said agreement, for the land described as:

A portion of Dymond Crescent, described as Part 1 on Plan 54R-6453

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

Read a first, second and third time and finally passed this 15th day of October, 2024.

Mayor

Clerk

Offer to Purchase

2844371 Ontario Inc.

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

Portion of Dymond Crescent, described as Part 1 on Plan 54R-6423

(herein called the "Real Property") at the purchase price of one-thousand dollars (\$1,000.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing, failing which this Offer to Purchaser shall be null and void. Only the Vendor may waive this condition at its option.

The Purchaser acknowledges that the land forming part of this transaction is being purchased on an "as is where is" condition without any representations or warranties whatsoever.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's all reasonable legal fees for the transaction.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for both parties documents.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the reasonable legal costs relating to the registration of the said By-Law.

The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Easement

The purchaser acknowledges the requirement for an easement prior to Closing, in favour of Enbridge Inc., due to infrastructure on the subject land. The easement agreement and any required surveys to establish the easement shall be negotiated between Enbridge Inc. and the Purchaser. The easement shall be registered on title, and all costs associated

with the establishment of the easement shall be negotiated between Enbridge Inc. and the Purchaser.

The purchaser acknowledges the requirement for an easement(s) prior to Closing, in favour of Hydro One Network Inc., due to infrastructure on the subject land. The easement agreement and any required surveys to establish the easement(s) shall be negotiated between Hydro One Network Inc. and the Purchaser. The easement(s) shall be registered on title, and all costs associated with the establishment of the easement(s) shall be negotiated between Hydro One Network Inc. and the Purchaser.

Site Plan Control

The purchaser acknowledges the requirement for an approved and registered Site Plan Control Agreement with The Corporation of the City of Temiskaming Shores, prior to Closing. The Site Plan Control Agreement process (application, registration, etc.), and any materials required to establish the agreement shall be borne by the Purchaser.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement

in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out

the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before five (5) business days following the registration of the required Easements with Enbridge Inc. and Hydro One Network Inc. (as described herein), and registration of an approved Site Plan Control Agreement with the City of Temiskaming Shores (as described herein), on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the Planning Act, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required

pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or

- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2024.

in the presence of:

Purchaser: 2844371 Ontario Inc

Purchaser's Address:

Abdul Khaliq – Director

Name:
Title:

The Vendor hereby accepts the above offer.

Dated at the _____ this _____ day of _____, 2024.

Vendor: The Corporation of the City of Temiskaming Shores

Mayor – Jeff Laferriere

Clerk – Logan Belanger

Vendor's Address:
City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Attn.: Logan Belanger, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Dawood's Law Office
Muhammad Dawood Khan Sahi
Barrister, Solicitor & Notary
116-2550 ARGENTIA RD. Ground Floor
Mississauga, ON L5N 5R1
Phone Number: (647) 962-9112

Vendor's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Phone Number: (705) 647-7353

The Corporation of the City of Temiskaming Shores

By-law No. 2024-124

**Being a by-law to adopt a Council Vacancy 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 the Municipal Act, 2001, S.O. 2001 c. 25, when the seat of a member of council becomes vacant during the term of office, Council may fill a vacancy by appointing a person who has consented to accept the office if appointed, or requiring that a By-election be held to fill a vacancy in accordance with the Municipal Elections Act, S.O., 1996, c 32.; and

Whereas Council considered Administrative Report CS-034-2024 at the October 1, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary By-law to confirm the adoption of the Council Vacancy Policy, at the October 15, 2024 Regular Council Meeting; and

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 Council Vacancy 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 15th day of October, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-124

Being a By-Law to Adopt a Council Vacancy Policy for the City of
Temiskaming Shores

1. Purpose

- 1.1 The purpose of this Policy is to provide for an accountable and transparent process for the filling of any Council vacancies that occur during a Term of Office, and to set out the procedures to be followed.

2. Policy Statement

- 2.1 In accordance with the Municipal Act, S.O. 2001, c.25, as amended, when the seat of a member of Council becomes vacant during the Term of Office, Council may fill a Vacancy by appointing a person (eligible elector) who has consented to accept the office if appointed, or requiring a By-election be held to fill a Vacancy, in accordance with the Municipal Elections Act, S.O., 1996, c.32, as amended.

3. Definitions

For the purposes of this Policy:

- 3.1 **Act** means the Municipal Act, S.O. 2001, c.25, as amended.
- 3.2 **Appointment** means the appointment of a qualified individual, by majority vote of Council, to fill a Vacancy on Council for the remainder of the current Council term.
- 3.3 **By-election** means an election held to fill any vacancy in accordance with the provisions of Section 65 of the Municipal Elections Act, 1996, as amended.
- 3.4 **Candidate** means an individual seeking to be appointed (Eligible Elector) to fill a Vacancy in the office of Councillor, having met the eligibility requirements and who has completed the requisite documentation as required by this procedure.
- 3.5 **Chair** means the member of Council presiding at the Council meeting to appoint an individual to fill a Council Vacancy.
- 3.6 **Clerk** means the Clerk or the designate of the City of Temiskaming Shores as appointed by Council.
- 3.7 **Council** means the Council of the City of Temiskaming Shores.
- 3.8 **Eligible Elector** has the same meaning as Subsection 17(2) of the Municipal Elections Act, namely a person:
- a) Who is a resident of City of Temiskaming Shores, or an owner or tenant of land in the municipality or the spouse of such an owner or tenant;
 - b) Who is a Canadian Citizen;
 - c) Who is at least 18 years of age; and
 - d) Who is not prohibited from voting under any other Act or from holding municipal office.

- 3.9 **Lot** means a method of determination by placing the names of the Candidates on equal size pieces of paper and placed in an opaque container, with one Candidate name being drawn by the Clerk.
- 3.10 **Municipality** means The Corporation of the City of Temiskaming Shores.
- 3.11 **Municipal Elections Act** means the Municipal Elections Act, S.O., 1996, c. 32, as amended.
- 3.12 **Nominee** means an individual seeking to fill a Vacancy on Council who meets the eligibility requirements and who has completed the requisite documentation as outlined in this policy.
- 3.13 **Procedural By-law** means the By-law adopted by Council for governing the proceedings of its Council, the conduct of its members and the calling of Meetings.
- 3.14 **Term of Office** means the period of time a Candidate is elected to hold office for which they are elected in accordance with the Municipal Elections Act.
- 3.15 **Vacancy** means when a seat on Council has become vacant in a manner described in section 259 of the Act.
- 4. General**
- 4.1 Council is required to declare a seat vacant in accordance with the Act.
- 4.2 In accordance with the Act, the following rules apply to filling vacancies:
- Section 263(5) states:
1. Within 60 days after the day a declaration of Vacancy is made with respect to the Vacancy under Section 262 of the Act, the Municipality shall,
 - i. appoint a person to fill the Vacancy under Subsection (1) or (4), or
 - ii. pass a By-law requiring a By-election be held to fill the Vacancy under Subsection (1).
 2. Despite paragraph 1, if a court declares an office to be vacant, the Council shall act under Subsection (1) or (4) within 60 days after the day the court makes its declaration.
 3. Despite Subsections (1) to (4), if a Vacancy occurs within 90 days before voting day of a regular election, the Municipality is not required to fill the Vacancy.
- 4.3 Section 264 of the Municipal Act, 2001, provides that the person appointed or elected to fill a Vacancy shall hold the office for the remainder of the term of the person they replaced.

5. Eligibility Requirements

- 5.1 Any individual filling a Vacancy must meet the eligibility requirements of office as outlined in the Act and the Municipal Elections Act and as noted below:
- 18 years of age or older;
 - a Canadian citizen;
 - a resident of the City of Temiskaming Shores, or an owner or tenant of land in the City or the spouse of such an owner or tenant; and
 - not prohibited from voting under any other act or from holding municipal office.
- 5.2 If an employee of the City of Temiskaming Shores seeks Appointment to Council, the employee shall give Council written notice, in advance, of their intention to take unpaid leave. If the employee is appointed to office, they will be deemed to have resigned from their position with the City immediately before making the declaration of office.

6. Option No. 1 – Filling Vacancy by Direct Appointment

- 6.1 Within 60 days of declaring a seat vacant, Council shall appoint a new member by resolution, and will be confirmed by by-law.
- 6.2 a) Direct Appointment by Nomination
- 6.2.1 If the Vacancy is in the office of the Mayor, Council may choose to fill the Vacancy by appointing a current Member of Council who is a qualified individual as outlined in Section 256 of the Act.
- 6.2.2 The Appointment of a current member of Council to fill Vacancy in the office of Mayor shall take place at a Regular Meeting of Council, or a Special Meeting of Council called for such purposes, within 60 days of declaring a Vacancy.
- 6.2.3 Only a Member of Council elected for the term in which the Appointment is taking place, will be considered eligible for Appointment.
- 6.2.4 At the Regular or Special Meeting of Council, the Chair may call for nominations from the floor. The Chair will request that any Member of Council interested in being nominated to indicate their interest by raising their hand. Anyone being considered for nomination must be present in Council Chambers.
- 6.2.5 Individuals seeking Appointment to the position of Mayor who are current members of Council (Nominees) shall declare a pecuniary interest.
- 6.2.6 Upon receipt of nomination, the Chair will ask if the Nominee(s) accept the nomination. Nominations shall be confirmed by resolution. If there is only one (1) Nominee, the Clerk then shall declare and confirm the Nominee to be

appointed to the office and a resolution shall be passed, and confirmed by by-law.

- 6.2.7 If there are multiple Nominees, Nominees will be offered a maximum of five (5) minutes each, with no extension, to speak prior to the first round of voting. The order of speakers will be drawn by the Clerk by Lot.
- 6.2.8 If the slate of Nominees includes more than one (1) Nominee, rounds of voting will be conducted as follows:
- i. The Clerk will provide members of Council a voting card on which to indicate their choice of Nominee in writing.
 - ii. The Clerk will read out the names of all the Nominees alphabetically by surname.
 - iii. Each member of Council is entitled to vote for one (1) Nominee in each round of voting.
 - iv. The Clerk will ask members of Council to vote by displaying their voting card with choice of Nominee clearly written on it. Members of Council will display the card at the same time and in a manner that is clearly visible to the Clerk and to the public.
 - v. Once a voting card has been displayed by a member of Council, no changes shall be permitted.
 - vi. The Clerk will record the votes and announce how each member of Council has voted and the results at the end of each round of voting.
 - vii. If, at the end of any round of voting, a Nominee receives the votes of more than one-half (1/2) of the members of Council present, the Clerk will declare the Nominee to be elected and a resolution or by-law will be prepared and submitted to Council for enactment.
 - viii. Rounds of voting shall continue until a Nominee has received more than one-half of the votes of the members of Council present, or until a tie is broken in accordance with this Policy.
 - ix. Where a round of voting does not result in a Nominee receiving more than one-half (1/2) of the votes of the members of Council present:
 1. The Nominee with the fewest number of votes will be automatically excluded from the slate of Nominees in the next round of voting.
 2. In any round of voting, one vote shall be considered the lowest number of possible votes. Where a Nominee receives zero (0) votes they will be automatically excluded from the slate of Nominees in the next round of voting.
 3. If a tie occurs between two (2) or more Nominees for the fewest number of votes received, the Clerk will draw all but one Nominee's name from a container to continue in the subsequent round of voting. The name of the Nominee not pulled by the Clerk will be excluded from the slate of Nominees in the next round of voting.
 4. The Clerk will conduct another round of voting with a revised slate of Nominees.

- x. Where after rounds of voting the votes cast are equal for all the Nominees:
 - 1. If there are three (3) or more Nominees remaining, the Clerk will draw all but one (1) Nominee's name from the container to continue in the slate of Nominees. (The Nominee not pulled by the Clerk is eliminated.)
 - 2. If only two (2) Nominees remain, the Clerk will break the tie by pulling the name of the successful Nominee from the container. The Nominee whose name is pulled by the Clerk will be declared elected and a resolution and/or by-law will be prepared and submitted to Council for enactment.
- xi. Each of the pieces of paper used by the Clerk to draw the names of Nominees will be created by the Clerk and will be equal in size and type and will contain the name of one (1) Nominee only.
- xii. Only the Clerk or the Clerk's designate may handle the pieces of paper or container referenced in this procedure.

6.2.9 The resulting vacant seat of the Councillor shall be filled in accordance with the provisions of this Policy.

6.3 b) Direct Appointment of Election Candidate

- 6.3.1 Council may fill the Vacancy by appointing a Candidate who ran for the position that is vacant from the most current Election, who received the most votes but was not elected.
- 6.3.2 The Candidate shall reaffirm that they meet the eligibility requirements of office as outlined in the Act and the Municipal Elections Act, by completing and signing a Council Nomination Form (Appendix 01), and a Declaration of Qualifications Form (Appendix 03).
- 6.3.3 If the individual is no longer qualified to hold office, the Appointment shall be to the next Candidate who ran for the position that is vacant from the most current Municipal Election who received the second most votes but was not elected, and so on.

6.4 c) Direct Appointment by Application

- 6.4.1 If the Vacancy is in the office of the Mayor, Council may choose to fill the Vacancy by appointing a current Member of Council or Candidate in the most current Election, who were qualified individuals as outlined in Section 256 of the Act.
- 6.4.2 The Appointment of a current member of Council to fill a Vacancy shall take place at a Regular Meeting of Council, or a Special Meeting of Council called for such purposes, within 60 days of declaring a Vacancy.

- 6.4.3 Any Member of Council or a Candidate in the most current Municipal Election wishing to be considered for Appointment to the Vacancy, shall advise the Clerk in writing and complete and sign the Nomination form (Appendix 01), a Declaration of Qualifications Form (Appendix 03), the Notice of Consent to Release Personal Information Form (Appendix 04), and the Declaration of Confidentiality Council Vacancy Process Form (Appendix 06) by the date and time established by the Clerk.
- 6.4.4 Individuals seeking Appointment to the position of Mayor who are current members of Council (Nominees), shall declare a pecuniary interest.
- 6.4.5 If the Vacancy is in the office of Councillor, Council may choose to fill the Vacancy by appointing any qualified individual as outlined in Section 256 of the Act.
- 6.5 A vote to fill a Vacancy on Council by Appointment shall occur at an Open Council Meeting.
- 6.6 Council will pass a resolution and/or by-law for the Appointment of the Candidate to the vacant office.
- 6.7 The Clerk will administer the Declaration of Office required by Subsection 232 of the Act, at the meeting where the by-law referred to in this Section is enacted, or as directed by Council.
- 7. Option #2 - Filling a Vacancy by Appointment by the Call for Nominees**
- 7.1 Within 60 days of declaring a seat vacant, Council shall appoint a new member by resolution, to be confirmed by by-law.
- 7.2 The Clerk shall post a Council Vacancy Notice on the City's website, social media and other platforms following Council's decision to fill a Vacancy by Appointment by a Call for Nominees, for a minimum of two (2) consecutive weeks. The notice shall indicate Council's intention to appoint an individual to fill a Vacancy and shall outline the application process.
- 7.3 Any individual wishing to be considered for Appointment to the Vacancy shall complete and sign a Council Nomination Form (Appendix 01), a Declaration of Qualifications Form (Appendix 03), a Consent to Release Personal Information Form (Appendix 04), and a Declaration of Confidentiality Council Vacancy Process Form (Appendix 06), signed by the Clerk, and will submit all the forms by the deadline established by the Clerk. Interested individuals shall also be required to provide written endorsement of his or her nomination by at least twenty-five (25) electors, who are eligible to vote in the City (Appendix 02).

- 7.4 Candidate(s) shall submit to the Clerk a personal statement of qualification for consideration of Council. Personal statements will be typewritten in a 12-point font size on letter size (8 1/2" by 11") paper and shall not exceed two (2) pages in length (single-sided only), and will include the Candidate's name and address. Statements that do not meet these requirements, shall not be included in any Council meeting agenda or provided to Council by the Clerk. The Clerk will advise the Candidate(s) of the deadline for submission of a personal statement, and that it will appear on the public agenda for the Open Council Meeting in which the Candidate selection occurs.
- 7.5 Any individual wishing to be considered for Appointment to fill the Council Vacancy shall be required to provide government-issued identification to prove their identity and qualifying address to the satisfaction of the Clerk.
- 7.6 The Clerk will create a list of all Qualified Candidates and publicly post the Candidate Listing on the municipal website. The Listing will be updated as eligible applications are received and are deemed complete by the Clerk. All application packages including a personal statement, shall be considered public documents, and will be made available for public viewing, in the same way as a nomination form for a Candidate in a municipal election, and shall be available for viewing in the Clerk's Office. In addition, all application documents will be included as part of the agenda package for the Appointment meeting, and posted in the same manner as a regular or special council agenda.
- 7.7 Withdrawal of an application will be accepted up to the application deadline. (Appendix 05).
- 7.8 It is the Applicant's sole responsibility to meet any deadline or otherwise comply with any requirement of this policy, the Act or the Municipal Elections Act.

8. Council Meeting – Interviews and Selection

- 8.1 A vote to fill a Vacancy on Council by Appointment shall occur at an open Council Meeting. The meeting may be a Regular Council Meeting or a Special Council Meeting called for that purpose.
- 8.2 Notwithstanding the requirement of the City's Procedural By-law, the agenda for the meeting shall be set by the Clerk to allow for the orderly proceeding of selecting a Candidate. The agenda shall include the following:
- 8.2.1 A certified list of all Candidates listed in alphabetical order by last name.
- 8.2.2 Any personal statement of qualifications for consideration of Council.
- 8.3 At the meeting, the following will take place:

-
- 8.3.1 The Chair will make a short statement of the purpose of the meeting and the general order of proceedings to be followed.
- 8.3.2 Individuals seeking Appointment to the position of Mayor who are also current members of Council (Nominees) shall declare a pecuniary interest.
- 8.3.3 The Clerk will provide to the Chair a list of the names of qualified Candidates, and the Chair shall call for a motion from Council in the following form:
- “THAT the following individuals, who have signified in writing that they are legally qualified to hold office and consented to accept the office if they are appointed to fill the Vacancy, be considered for Appointment to fill such Vacancy.”
- 8.3.4 If the list of Candidates includes only one (1) Candidate, the Clerk will declare that Candidate elected and a resolution and/or by-law confirming the Appointment will be adopted by Council. The Declaration of Oath will take place at the meeting where the by-law referred to in this Section is enacted, or as directed by Council.
- 8.4 Candidates will be sequestered in an adjacent room until it is their time to answer the questions posed by Council. Once the Candidate has answered the questions, they must return to the separate room until all Candidate interviews are complete.
- 8.5 Each of the Candidates shall be provided the opportunity to address Council, for a period of not more than five (5) minutes. The order of speaking will be drawn by the Clerk by Lot.
- 8.6 Each member of Council will be permitted up to two questions (2) to each Candidate. Candidates shall be limited to a maximum of two (2) minutes per question.
- 8.7 Upon hearing all the submissions of the Candidates, Council will proceed to vote as follows:
- 8.7.1 Each Member of Council will be provided with a ballot by the Clerk with their name on it listing all Candidates in alphabetical order.
- 8.7.2 Each Member of Council will cast their vote on the ballot and sign their name.
- 8.7.3 Members of Council will cast their vote for one (1) Candidate only.
- 8.7.4 The Clerk will collect the ballots, place the ballots of all Members of Council in an opaque container and randomly draw the completed ballots.
- 8.7.5 When a ballot is drawn, the Clerk will publicly announce the name of the Member of Council voting and the Candidate voted for.

- 8.7.6 Should the ballot be spoiled or incomplete the Clerk will publicly announce, and the ballot will be rejected and not included in the tally (e.g. illegibly printed, no signature of member of Council).
- 8.7.7 The Clerk will tabulate and announce the results.
- 8.7.8 If the Candidate receiving the greatest number of votes cast does not receive more than one-half (1/2) of the votes of all voting members of Council, the Candidate or Candidates who received the fewest number of votes will be excluded from further consideration. The vote will be taken again by the Clerk and, if necessary, more than once, excluding in each successive vote the Candidate or Candidates who receive the fewest number of votes. This process will be repeated until the Candidate receiving the greatest number of votes has also received more than one-half (1/2) of the votes of the voting Members of Council.
- 8.7.9 In any round of voting, one (1) vote shall be considered the lowest number of possible votes. Where nominees receive zero (0) votes, they will be automatically excluded from the nominees in the next round of voting.
- 8.7.10 Where the voters cast are equal for all remaining Candidates, another round of voting will occur, and if another tie occurs, it will be broken by selecting Candidates by Lot to proceed to the next round of voting, as conducted by the Clerk.
- i) If there are more than two (2) Candidates in the tie, the Clerk will draw names by Lot until there is one Candidate remaining in the container.
 - ii) The names that were drawn will move onto the next round of voting.
 - iii) The name remaining in the container is automatically excluded.
- 8.7.11 Should there be a tie between the remaining final two (2) Candidates, another round of voting shall occur, and if another tie occurs, it will be broken by selecting a Candidate by Lot, as conducted by the Clerk. The Candidate selected at this point will be declared the successful Candidate.
- 8.7.12 Upon conclusion of the voting, the Clerk will note the Candidate receiving the votes of more than one-half (1/2) of the number of the voting Members of Council the Candidate selected.
- 8.7.13 The Appointment of the Candidate will be made by resolution and/or by-law at the Appointment Meeting.
- 8.7.14 The Clerk will administer the Declaration of Office required by Subsection 232(1) of the Act, at the Meeting of Council where the by-law referred to in this Section was enacted, or as directed by Council.
- 8.7.15 The minutes of the Council meeting shall include a full disclosure of all voting results.

9 Option #3 - Filling a Vacancy by a By-election:

- 9.1 In accordance with Section 263(5) of the Act, and within 60 days of declaring a seat vacant, Council shall pass a by-law to fill the Vacancy by By-election.
- 9.2 A By-election shall be held in accordance with the Municipal Elections Act.

- 9.3 The Clerk or designate shall be responsible for conducting any By-election in accordance with the Municipal Elections Act and all applicable policies and procedures.

10 Responsibilities:

- 10.1 The Clerk shall be responsible for interpreting and where appropriate administering the Council Vacancy Policy and applicable procedures.
- 10.2 The Clerk has the authority to make minor technical amendments to this procedure as may be required from time-to-time, to ensure compliance with legislation.

Nomination Paper – Form 1

<https://forms.mgcs.gov.on.ca/en/dataset/017-9499p>

Endorsement of Nomination – Form 2
Municipal Elections Act, 1996 (Section 33)

<https://forms.mgcs.gov.on.ca/en/dataset/017-2233>

City of Temiskaming Shores
Declaration of Qualifications
For Council Vacancy Candidates
Municipal Elections Act, 1996

I, _____, a nominated candidate for the office of:

Mayor

Councillor

Do Solemnly Declare That:

1. I am qualified pursuant to the *Municipal Elections Act, 1996* and the *Municipal Act, 2001* to be elected to and to hold the office of:

 Mayor

 Councillor
2. Without limiting the generality of paragraph 1, I am at least eighteen (18) years of age, a Canadian citizen, a resident of the City of Temiskaming Shores or the owner or tenant of land in the City of Temiskaming Shores or the spouse of such owner or tenant.
3. I am not ineligible, disqualified or prohibited under the *Municipal Elections Act, 1996*, the *Municipal Act, 2001*, the *Municipal Conflict of Interest Act* or any other Act to be elected to or hold the above-mentioned office.
4. Without limiting the generality of paragraph 3,
 - I am not an employee of the City of Temiskaming Shores, or if I am an employee of the City of Temiskaming Shores, I am on an unpaid leave of absence as provided for by section 30 of the *Municipal Elections Act, 1996*.
 - I am not a person who is not an employee of the City of Temiskaming Shores but who is the Clerk, Treasurer, Integrity Commissioner, Auditor General, Ombudsman or registrar referred to in section 223.11 of the *Municipal Act, 2001* or an investigator referred to in subsection 239.2 (1) of City of Temiskaming Shores or a person who is not an employee of the City of Temiskaming Shores but who holds an administrative position of the City of Temiskaming Shores.
 - I am not a judge of any court.
 - I am not a member of the Assembly as provided in the *Legislative Assembly Act* or of the Senate or House of Commons of Canada or, if I am such a person, I will provide proof of my resignation in a form satisfactory to the Clerk of the City of Temiskaming Shores prior to 2:00 p.m. on Nomination Day, August 19, 2022. I understand that the Clerk of the City of Temiskaming Shores will reject my nomination for the above-mentioned office if I fail to provide proof of resignation by this deadline.

- I am not a public servant within the meaning of the *Public Service of Ontario Act, 2006*, or if I am a public servant, I have followed and will continue to follow all the relevant provisions of Part V of such *Act*.
 - I am not a Federal employee within the meaning of the *Public Service Employment Act*, or if I am a Federal employee, I have followed and will continue to follow all the relevant provisions of Part 5 of such *Act*.
5. I am not prohibited from voting at the municipal election under section 17 (3) of the *Municipal Elections Act, 1996*.
- I am not a person who is serving a sentence of imprisonment in a penal or correctional institution.
 - I am not a corporation.
 - I am not a person acting as executor or trustee or in any other representative capacity, except as a voting proxy in accordance with section 44.
 - I am not prohibited because of a conviction of a corrupt practice described in subsection 90 (3), if voting day in the current election is less than five years after voting day in the election in respect of which I was convicted
6. I am not a person who was convicted of a corrupt practice under the *Municipal Elections Act, 1996* or of an offence under the *Criminal Code (Canada)* in connection with an act or omission that relates to an election to which this Act applies and I am not a person who is ineligible to be nominated for, any office until the next two regular elections have taken place after the election to which the offence relates (Section 91 (1)).
7. I am not ineligible from being elected to or holding office by reason of any violations of the election campaign financial requirements, violations for not filing the financial statement or any other violations pursuant to the *Municipal Elections Act, 1996*. (Section 88.23)

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

Declared before me at the City of Temiskaming Shores:

This _____ day of _____, 20__ _____
(Signature of Candidate)

(Signature Commissioner of Oaths / Municipal Clerk or designate)

Personal information on this form is collected under the authority of the *Municipal Elections Act, 1996* and will be used for the nomination process for office in filling a vacancy on Council, and will be available for public inspection in the office of the Clerk, City of Temiskaming Shores until the next municipal election. Questions about this collection of personal information should be directed to the Clerk, 325 Farr Drive P.O. Box 2050, Haileybury, ON, P0J 1K0.

City of Temiskaming Shores

Consent To Release Personal Information

(Municipal Freedom of Information and Protection of Privacy Act)

Personal information on the Nomination Paper is collected under the authority of the *Municipal Elections Act* and will be used to assist the Clerk in the administration of filling the Council Vacancy for the remainder of the _____ Municipal Council Term. Questions regarding this collection should be forwarded to the Clerk, 325 Farr Drive P.O. Box 2050, Haileybury, ON P0J 1K0 (705) 672-3363.

.....

Name of Candidate: _____

Candidate for the office of:

Mayor

Councillor

I acknowledge that the Nomination Form filed by me contains personal information and I am aware that the Clerk will disclose all or part of it to the general public.

Candidate Signature: _____

Municipal Clerk or Designate: _____

Dated at _____, this _____ day of _____, 20__.

City of Temiskaming Shores
Withdrawal of Nomination

I, _____, hereby withdraw my name as a candidate
(Name of Candidate)

for the office of _____.
(Name of Elected Office)

Date

Signature of Candidate

This withdrawal delivered to me at _____ this ____ day of _____, 20__.
(time)

Municipal Clerk or designate

A person who has been nominated may withdraw his or her nomination by filing a written withdrawal in the Clerk's office by 2:00 p.m. _____.

Note: The same identification requirements for filing Nomination Papers is required for withdrawing a Nomination.

City of Temiskaming Shores

**Declaration of Confidentiality Council Vacancy
Process Form**

I, _____, a nominated candidate for the
office of Mayor / Councillor:

Do Solemnly Declare That:

1. I solemnly swear to uphold the integrity of the Council Vacancy interview process for the vacant seat of Mayor/ Councillor by declaring that I, or any agent on my behalf, will not view the Live-Stream feed of the meeting, or receive any messages via email, text or otherwise while the candidate interviews are in progress.

I, _____, make this solemn Declaration conscientiously to
uphold the integrity of the Council Vacancy selection process.

Declared before me at the City of Temiskaming Shores, in the Timiskaming District, in
the Province of Ontario this _____ day of _____, 20____.

Candidate Signature: _____

Municipal Clerk or Designate: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2024-125

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 (New Liskeard Business Improvement Area Board of Management)

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 adopted By-law No. 2022-185 to appoint community representatives to various Committees and Boards for 2022-2026 Term of Council; and

Whereas Section 204 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, deals with Business Improvement Areas; and

Whereas under Section 204 (12) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, outlines if a vacancy occurs for any cause, the municipality may appoint a person to fill the vacancy for the unexpired portion of the term and the appointed person is not required to be a member of the improvement area; and

Whereas Council considered an applicant in Closed Session at the September 17, 2024 Regular Council meeting, and rose with report to direct staff to prepare the necessary by-law to appoint Mark Lavallee to the New Liskeard Business Improvement Area Board of Management, for consideration at the October 15, 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" to By-law No. 2022-185, be amended by adding **Mark Lavallee** as community representative to the **New Liskeard Business Improvement Area Board of Management** for the 2022-2026 Term of Council.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes 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 15th day of October, 2024.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-126

Being a by-law to authorize the execution of a Site Plan Control Agreement with Jarlette Health Services Ltd. for DYMOND CON 3 PT LOT 9 RP 54R6138 PARTS 1 TO 3; 144 Drive in Theatre Road, 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 Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area; and

Whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas; and

Whereas Council passed By-law No. 2020-015 entering into a Site Plan Control Agreement with Jarlette Health Services Ltd. for Phase 1 of the development; and

Whereas Council considered Administrative Report No CS-035-2024 at the October 15, 2024 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Jarlette Health Services Ltd. for consideration at the October 15, 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with Jarlette Health Services Ltd. for Dymond CON 3 PT LOT 9 RP 54R6138 PARTS 1 TO 3; 144 Drive in Theatre Road, Temiskaming Shores, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law.
3. That this by-law takes effect on the day of its final passing.

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

Read a first, second and third time and finally passed this 15th day of October 2024.

Mayor

Clerk



Schedule "A" to
By-law No. 2024-126
Site Plan Control Agreement
(Jarlette Health Services Ltd. Phase 2)

This agreement made this 15th day of October, 2024.

Between:

The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0
(hereinafter called the “**City**”)

And:

Jarlette Health Services Ltd.
711 Yonge Street Midland, ON L4R 2E1
(hereinafter called the “**Owner**”)

Whereas the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the “**Act**”);

And Whereas By-law No. 2018-097 also sets out policies for site plan control assurances;

And Whereas by an application dated on September 4th, 2024, the Owner applied to the City for site plan approval in respect of its development described in Schedule “A”;

And Whereas the Owner owns the property described as DYMOND CON 3 PT LOT 9 RP 54R6138 PARTS 1 TO 3; 144 Drive in Theatre Road, Temiskaming Shores;

Now Therefore in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 inclusive attached hereto (collectively, the “**Plans**”);
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
3. To carry out all works in such a manner as to prevent erosion of earth, debris and other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person

or persons;

4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City acting reasonably, as shown on the Plans and approved Site Plan Control Agreement By-law 2020-051 and further agrees to maintain same to the satisfaction of the City;
5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City’s Public Works Department and Building Department;
8. That all required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
9. That the Owner’s engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Director of Public Works that testing has been completed to the satisfaction of the City;
10. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner’s engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
11. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable.
12. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.

13. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
14. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$10,810 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, to ensure fulfilment of all terms and conditions of this Agreement.
 - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
 - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
 - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
 - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
15. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
16. The Owner shall provide, before the execution of the Agreement, and keep in force during the construction of the works, a comprehensive policy of public liability and property damage insurance acceptable to the City, acting reasonably, providing insurance coverage in respect of any one occurrence to the limit of at least Five Million (\$5,000,000.00) dollars exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name the Corporation of the City of Temiskaming Shores a named insured thereunder. The policy shall provide

coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the owner or any of its servants or agents during the construction or installation or maintenance of any work to be performed pursuant to this Agreement. The policy shall include complete operations coverage and be maintained in effect until final approval of the works by the contingent employer’s liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. The Owner shall forward to the City, prior to the signing of this Agreement by the City, a Certificate of Liability Insurance signed by an authorized employee of the Insurance Company providing the insurance.

17. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
18. That the Owner consents to the registration of this Agreement against the Lands by way of “Notice of Agreement” and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
19. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
20. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
21. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
22. The following Appendices are attached to this agreement:

Appendix 1 – SITE PLAN – OVERALL LAYOUT; DRAWING #: A1.1; DRAWN BY:
TED HANDY ASSOCIATES; AUGUST 28, 2024.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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)

Jarlette Health Services Ltd.

Name: _____
Title: _____

Municipal Seal)

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2024-127

**Being a by-law to enter into an agreement with Pedersen
Construction (2013) Inc. for the repair of the M.T.C Brazeau Municipal
Drain**

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-036-2024 at the October 15, 2024 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the M.T.C. - Brazeau Municipal Drain in the amount of \$42,280.00 plus applicable taxes, for consideration at the October 15, 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. for the repair of the M.T.C. - Brazeau Municipal Drain in the amount of \$42,280.00 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 15th day of October, 2024.

Mayor

Clerk



Schedule "A" to

By-law 2024-127

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for repair of the M.T.C - Brazeau Municipal Drain

This agreement made this 15th day of October, 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
M.T.C – Brazeau Municipal Drain Repair
Request for Quotation No. CS-RFQ-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 City's Drainage Superintendent, all the work by **December 31, 2024**; and
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **forty-two thousand, two-hundred and eighty dollars and zero cents (\$42,280.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

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

The Drainage Superintendent:

Drainage Superintendent
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.

Karl Pedersen, President

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. 2024-127

Form of Agreement

**City of Temiskaming Shores
CS-RFQ-003-2024
MCT - Brazeau Municipal Drain Repair**

Form of Quotation

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 Rd. New Liskeard, ON P0J 1P0
(Registered Address and Postal Code)

Phone Number: 705-647-6223 Email: kpedersen@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 Quotation (all prices must be CDN funds and without HST):

Lump Sum Price (exclusive of HST):	\$ 42,280.00
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Estimated Mobilization Date:	November 18, 2024
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Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER 0 to 0 in preparing my/our Quotation.

Bidder's Authorized Official: Karl Pedersen

Title: President

Authorizing Signature: 

Date: October 8, 2024

Form 1 to be submitted.

**City of Temiskaming Shores
CS-RFQ-003-2024
MCT - Brazeau Municipal Drain Repair
Non-Collusion Affidavit**

I/ We Karl Pedersen the undersigned am fully informed respecting the preparation and contents of the attached quotation 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 quoted 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 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: New Liskeard this 8th day of October, 2024.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

Form 2 to be submitted.

**City of Temiskaming Shores
CS-RFQ-003-2024
MCT - Brazeau Municipal Drain Repair
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 Quotation submission or performing/providing the Goods/Services required by the Agreement.

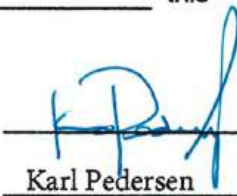
The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at: New Liskeard this 8th day of October, 2024.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

Form 3 to be submitted.

**City of Temiskaming Shores
CS-RFQ-003-2024
MCT - Brazeau Municipal Drain Repair**

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

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

I, Karl 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.

OR

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

Form 4 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-128

Being a by-law to appoint Dan Dawson to fill the vacancy in the Office of Councillor for the Corporation of the City of Temiskaming Shores

Whereas the Municipal Act, 2001, S.O. 2001, c. 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council; and

Whereas the Municipal Act, 2001, S.O. 2001, c. 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law; and

Whereas by reason of resignation of Councillor Jesse Foley effective September 18, 2024, it is deemed expedient to fill the vacancy in the Office of Councillor for the City of Temiskaming Shores, resulting from the above-mentioned resignation; and

Whereas the Municipal Act, 2001, S.O. 2001, c. 25, Section 263 1.(a), as amended provides that the municipality may fill the vacancy of a member of council by appointing a person who has consented to accept the office if appointed; and

Whereas Council for the City of Temiskaming Shores declared the office of Councillor to be vacant, in accordance with section 262 of the Municipal Act, 2001, at the Committee of the Whole meeting on October 1, 2024, and

Whereas Council considered Administrative Report No. CS-034-2024 at the October 1, 2024 Committee of the Whole meeting, and directed staff to fill the vacancy through the direct appointment of an election candidate, in accordance with the Council Vacancy Policy, adopted in principle at the same meeting; and

Whereas Council of The Corporation of the City of Temiskaming Shores appointed Dan Dawson to fill the vacant Office of Councillor for the remainder of the 2022-2026 term, by resolution at the October 15, 2024 Regular Council meeting.

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

1. That Dan Dawson is hereby appointed to fill the office of Councillor for the City of Temiskaming Shores for the remainder of the 2022-2026 term.
2. That this By-Law shall come into effect upon final passage.

Read a first, second and third time and finally passed this 15th day of October, 2024

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-129

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 October 1, 2024; for the Special Meetings held on September 17, 2024 and on October 7, 2024; and for the Regular meeting on October 15, 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 **October 15, 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 actions of the Council at its Special meetings held on **September 17, 2024 and on October 7, 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.
4. 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 15th day of October, 2024

Mayor

Clerk