



**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**  
**REGULAR COUNCIL MEETING**  
**AGENDA**

**Thursday, July 7, 2022, 6:30 P.M.**

An audio recording of the Open Session of this meeting is being made and will be available through the Municipal Website as a public service to further enhance access to municipal government services and to continue to promote open and transparent government. As a visitor, your presence may be recorded and your name and address may be revealed during certain parts of the Council meeting.

**Pages**

1. **CALL TO ORDER AND ROLL CALL**
2. **ADOPTION OF THE AGENDA**  
Draft Motion:  
BE IT RESOLVED THAT the Regular Council Agenda dated July 7, 2022 be adopted as presented/amended.
3. **DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF**
4. **REPORT FROM CLOSED SESSIONS**
5. **ADOPTION OF THE MINUTES OF PREVIOUS MEETINGS**
- 5.1. **DRAFT Regular Council Meeting - June 20, 2022** 1  
Draft Motion:  
BE IT RESOLVED THAT the Minutes of the Regular Council Meeting held on June 20 2022 be adopted as presented/amended.
6. **BUSINESS ARISING FROM THE MINUTES**
7. **DELEGATIONS/PRESENTATIONS**
- 7.1. **Registered Delegations - With Presentations**
1. **Community Wellness Plan - Chris Oslund** 11  
Draft Motion:  
BE IT RESOLVED THAT Council adopt the Timiskaming District Community Safety and Well-Being Plan;  
  
AND FURTHER THAT the Municipality of Temagami approve, in principle, a contribution for a Community Safety and Well-Being Plan resource, based on the current apportionments noted in communication received.
2. **MHBC - 4570 Highway 11 North - ZBA 22-01** 73  
Draft Motion:  
BE IT RESOLVED THAT Council receives the Planning Report dated July 7, 2022, respecting Zoning By-law Amendment No. 22-01;  
  
AND FURTHER THAT a by-law be brought forward for consideration later at this meeting

3.	<b>MHBC - Shipping Containers - Zoning By-Law</b>	92
	Draft Motion: BE IT RESOLVED THAT Council receive a presentation from MHBC regarding shipping containers in the zoning by-law.	
4.	<b>MHBC - Official Plan - Update</b>	94
	Draft Motion: BE IT RESOLVED THAT Council receive a presentation from MHBC regarding the official plan review update and engagement with TFF/TAA.	
5.	<b>Ryan Smith - Chic Shore</b>	
	Draft Motion: BE IT RESOLVED THAT Council receive a presentation from Ryan Smith regarding Chic Shore	
7.2.	<b>Invited Presentations</b>	
7.3.	<b>Registered Delegations - Without Presentations</b>	
7.4.	<b>Unregistered Delegations</b> <i>* 5 minutes per each presenter for a Maximum of 15 Minutes in total for all unregistered presentations*</i>	
8.	<b><u>CONSENT AGENDA ITEMS</u></b>	
	Draft Motion: BE IT RESOLVED THAT Council adopt the consent agenda motions presented on the agenda.	
8.1.	<b>Staff Report(s) for Information:</b>	
8.2.	<b>Correspondence for Information:</b> <i>Hard copies of all correspondence for information is available at the Municipal office on request. The information items have been circulated to Council prior to the meeting.</i>	
	Draft Motion: BE IT RESOLVED THAT correspondence items numbered: 8.2.1 to 8.2.3 on this agenda be received by Council for information and be noted, filed, and recorded in the minutes of this meeting;	
1.	<b>Operation Smile Canada</b>	96
	RE: Longest Day of SMILE	
2.	<b>Municipal Engineers Association</b>	98
	RE: The Retention of Professional Engineers at Ontario Municipalities	
3.	<b>CANACRE - TransCanada Pipelines Limited</b>	100
	RE: Notification	
8.3.	<b>Minutes of Local Boards &amp; Committee:</b>	
9.	<b><u>STAFF REPORTS</u></b>	
9.1.	<b>Temagami Fire Department - Annual Report</b>	102
	Draft Motion: BE IT RESOLVED THAT Council receive the 2021 annual report from Temagami Fire Department.	

9.2.	<b>Treasurer Administrator Report</b>	113
	Draft Motion: BE IT RESOLVED THAT Council receive the Treasurer/Administrator's Report dated July 7, 2022.	
9.3.	<b>2022-M-181 FEDNOR</b>	114
	Draft Motion: BE IT RESOLVED THAT Council receive Memo 2022-M-181, FEDNOR, as background information supporting the By-Law later on this agenda.	
9.4.	<b>2022-M-182 Ambulance Lease</b>	117
	Draft Motion: BE IT RESOLVED THAT Council receive Memo 2022-M-182, Ambulance Lease, as background information supporting the By-Law later on this agenda.	
9.5.	<b>2022-M-183 Restricted Acts (Lame Duck)</b>	131
	Draft Motion: BE IT RESOLVED THAT Council direct Staff to prepare a by-law to delegate certain authority in a restricted acts period for the next meeting for Council's consideration.	
10.	<b><u>COUNCIL COMMITTEE REPORTS</u></b>	
11.	<b><u>ANNOUNCEMENTS - MAYOR AND COUNCIL</u></b>	
12.	<b><u>CORRESPONDENCE</u></b>	
12.1.	<b>Action Correspondence</b>	
12.2.	<b>Resolution from Other Municipalities</b>	
13.	<b><u>BY-LAWS</u></b>	
13.1.	<b>22-1623 DeDecker Zoning By-Law Amendment</b>	132
	Draft Motion: BE IT RESOLVED THAT By-law 22-1623, being a by-law to amend the zoning provisions which apply to the lands located at 4570 Highway 11 North, Municipality of Temagami, be taken as read a first, second and third time and finally passed this 7 day of July, 2022;  AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	
13.2.	<b>22-1624 FEDNOR Agreement</b>	134
	Draft Motion: BE IT RESOLVED THAT By-law 22-1624, being a by-law to enter in an Agreement with the Federal Economic Development Agency for Northern Ontario in regards to the Northern Ontario Development Program, be taken as read a first, second and third time and finally passed this 7 day of July, 2022;  AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	
13.3.	<b>22-1625 Ambulance Lease - DNSSAB</b>	135
	Draft Motion: BE IT RESOLVED THAT By-law 22-1625, being a by-law to authorize a lease	

agreement with District of Nipissing Social Services Administration Board for the Temagami Ambulance Building, be taken as read a first, second and third time and finally passed this 7day of July, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**13.4. 22-1626 ICIP Green Transfer Payment Agreement 136**

Draft Motion:

BE IT RESOLVED THAT By-law 22-1626, being a by-law to enter in a Transfer Payment Agreement with her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure in regards to the ICIP Green Program, be taken as read a first, second and third time and finally passed this 7day of July, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**13.5. 22-1627 Amend Animal Control By-Law 09-870 193**

Draft Motion:

BE IT RESOLVED THAT By-law 22-1627, being a by-law to amend By-law No. 10-870, a by-law to regulate the keeping of animals and the registration of dogs and cats in the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 7day of July, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**13.6. 22-1628 to authorize the sale of land Black 196**

Draft Motion:

BE IT RESOLVED THAT By-law 22-1628, being a by-law to authorize the sale of land known as PT LOCATION CL8559 STRATHY PART 2 PLAN 36R14252 MUNICIPALITY OF TEMAGAMI, be taken as read a first, second and third time and finally passed this 7day of July, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**14. COMMITTEE MEETINGS**

**15. UNFINISHED BUSINESS**

**15.1. 2022-M-174 Parking By-Law Maps 198**

Draft Motion:

BE IT RESOLEVD THAT Council review the maps related to the parking by-law to assist with determining parking requirements and other traffic related matters;

AND FURTHER THAT that the maps be received as a tool to assist with the visualization of the Traffic and Parking By-law 22-1603, as amended.

**16. NEW BUSINESS**

**16.1. 2022-M-184 Notice of Motion - Councillor Youngs 211**

Draft Motion:

BE IT RESOLVED THAT Council direct Staff to prepare a report on incineration options once the information from the waste audit have been received.



17. NOTICE OF MOTION

18. QUESTIONS FROM PUBLIC - ITEMS ON THE AGENDA

19. CONFIRMATION BY-LAW

212

Draft Motion:

BE IT RESOLVED THAT By-law 22-1629, being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 7 day of July, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

20. ADJOURNMENT

Draft Motion:

BE IT RESOLVED THAT this meeting adjourn at x:xx p.m.



**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**REGULAR COUNCIL MEETING  
DRAFT MINUTES**

**Thursday, June 16, 2022, 6:30 P.M. – was POSTPONED  
to Monday, June 20, 2022 at 6:30**

PRESENT: D. O'Mara, C. Dwyer, J. Harding, M. Youngs, J. Koistinen  
B. Leudke *arrived at 6:46 p.m.*

STAFF: C. Davidson, S. Fournier, B. Turcotte, J. Shymko

**CALL TO ORDER AND ROLL CALL**

Mayor O'Mara called the meeting to order at 6:34 pm.  
There were 2 people in the audience. The Mayor called the Roll.

**ADOPTION OF THE AGENDA**

**21-173**

MOVED BY: M. Youngs

SECONDED BY: C. Dwyer

BE IT RESOLVED THAT the Regular Council Agenda dated June 20, 2022 be adopted as presented.

**CARRIED**

**DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

The Mayor requested disclosure of pecuniary interest. Administration reported that none were received prior to the meeting. There were no other disclosure made.

**REPORT FROM CLOSED SESSIONS**

**ADOPTION OF THE MINUTES OF PREVIOUS MEETINGS**

**DRAFT Regular Council Meeting - May 26, 2022**

**21-174**

MOVED BY: C. Dwyer

SECONDED BY: J. Koistinen

BE IT RESOLVED THAT the Minutes of the Regular Council Meeting held on May 26, 2022 be adopted as presented.

**CARRIED**

**DRAFT Public Council Meeting - May 26, 2022**

**21-175**

MOVED BY: M. Youngs  
SECONDED BY: J. Koistinen

BE IT RESOLVED THAT the Minutes of the Public Council Meeting held on May 26, 2022 be adopted as presented.

**CARRIED**

**DRAFT Special Council Meeting - May 31, 2022  
21-176**

MOVED BY: J. Harding  
SECONDED BY: C. Dwyer

BE IT RESOLVED THAT the Minutes of the Special Council Meeting held on May 31, 2022 be adopted as presented.

**CARRIED**

**BUSINESS ARISING FROM THE MINUTES**

**DELEGATIONS/PRESENTATIONS**

**Registered Delegations - With Presentations**

*Councillor Leudke arrived at 6:46 p.m.*

**KPMG - Financial Statement Review and Year-End Audit Report  
21-177**

MOVED BY: C. Dwyer  
SECONDED BY: J. Koistinen

BE IT RESOLVED THAT Council receive the presentation from KPMG and approve the consolidated Financial Statements of the Corporation of the Municipality of Temagami for the year 2021.

**CARRIED**

**Brad Reaume**

RE: Fish Hatchery

**21-178**

MOVED BY: B. Leudke  
SECONDED BY: M. Youngs

BE IT RESOLVED THAT Council receive a presentation from Brad Reaume and John Caissie regarding the Fish Hatchery.

**CARRIED**

**George Leger**

RE: Geromaer Consent Proposal - Fox Run

**21-179**

MOVED BY: C. Dwyer  
SECONDED BY: J. Koistinen

BE IT RESOLVED THAT Council receive a presentation from George Leger regarding Fox Run Consent Proposal.

**CARRIED**

**Invited Presentations:**

**Registered Delegations - Without Presentations:**

**Unregistered Delegations:**

**CONSENT AGENDA ITEMS**

**21-180**

MOVED BY: C. Dwyer

SECONDED BY: J. Harding

BE IT RESOLVED THAT Council adopt the consent agenda motions presented on the agenda.

**CARRIED**

**Staff Report(s) for Information:**

**Correspondence for Information:**

*Hard copies of all correspondence for information is available at the Municipal office on request. The information items have been circulated to Council prior to the meeting.*

**21-180 B**

MOVED BY: C. Dwyer

SECONDED BY: J. Harding

BE IT RESOLVED THAT correspondence items numbered: 8.2.1 to 8.2.3 on this agenda be received by Council for information and be noted, filed, and recorded in the minutes of this meeting;

**CARRIED**

**8.2.1 Community Schools Alliance**

RE: Annual Meeting

**8.2.2 Ministry of Northern Development, Mines, Natural Resources and Forestry**

RE: Decision Notice - Proposed Regulation Changes under the Aggregate Resources Act

**8.2.3 Mike Camp Designs**

**Minutes of Local Boards & Committee:**

**STAFF REPORTS**

**2022-M-172 Council Vacancy**

**21-181**

MOVED BY: M. Youngs

SECONDED BY: J. Koistinen

BE IT RESOLVED THAT Council declare Councillor's Shymko's seat vacant;

AND FURTHER THAT Members of Council consider possible nominations to be made by the next Regular Session of Council through the Clerk.

**CARRIED**

**Temagami Fire Department - May Report**

**21-182**

MOVED BY: J. Koistinen

SECONDED BY: B. Leudke

BE IT RESOLVED THAT Council receive the report from Temagami Fire Department for the month of May 2022.

**CARRIED**

**Treasurer Administrator Report**

**21-183**

MOVED BY: C. Dwyer

SECONDED BY: M. Youngs

BE IT RESOLVED THAT Council receive the Treasurer/Administrator's Report dated June 16, 2022.

**CARRIED**

**2022-M-166 Community Wellness Plan**

**21-184**

MOVED BY: B. Leudke

SECONDED BY: J. Koistinen

BE IT RESOLVED THAT Council adopt the Timiskaming District Community Safety and Well-Being Plan;

AND FURTHER THAT the Municipality of Temagami approve, in principle, a contribution for a Community Safety and Well-Being Plan resource, based on the current apportionments noted in communication received.

**DEFERRED**

**21-185**

MOVED BY: J. Harding

SECONDED BY: J. Koistinen

BE IT RESOLVED THAT Council deferred the Community Wellness Plan to July 7, 2022 with representatives to come.

**CARRIED**

**2022-M-167 Temagami North Manhole**

**21-186**

MOVED BY: M. Youngs

SECONDED BY: C. Dwyer

BE IT RESOLVED THAT Council receive report 2022-M-167, Man Hole Project, Temagami North, for information.

**CARRIED**

**2022-M-168 Foodcycler**

**21-187**

MOVED BY: B. Leudke

SECONDED BY: C. Dwyer

BE IT RESOLVED THAT Council direct Staff to accept the FoodCyler Proposal, Option 2 Bundle with the affordable add on with a net municipal cost, after sales to the public, of \$8,875 plus applicable taxes.

**CARRIED**

**2022-M-169 Temagami Dry - Product Line**

**21-188**

MOVED BY: C. Dwyer

SECONDED BY: B. Leudke

BE IT RESOLVED THAT Council direct Staff to take the necessary steps to allow the Temagami Dry Trademark to be used for the production and sale of ‘Temagami Dry Ginger Beer’, including a use agreement with Whisky Jack Brewery, at an approximate cost of \$1,000 plus fees.

**CARRIED**

*Break at: 8:20 p.m.*

*Returned to session at 8:32 p.m.*

*Councillor Koistinen arrived from break at 8:34 p.m.*

**2022-M-170 Chief Building Official Services**

**21-189**

MOVED BY: J. Harding

SECONDED BY: C. Dwyer

BE IT RESOLED that Council authorize Staff terminate the agreement for CBO Services with the City of Temiskaming Shores as per the terms of the agreement;

AND FURTHER THAT Council direct Staff proceed with the steps to hire a part time in-house Chief Building Official.

**RECORDING VOTE**

DEPUTY MAYOR DWYER YAY

COUNCILLOR HARDING NAY

COUNCILLOR KOISTINEN NAY

COUNCILLOR LEUDKE NAY

COUNCILLOR YOUNGS NAY

MAYOR O'MARA YAY

**DEFEATED**

**21-190**

MOVED BY: J. Koistinen

SECONDED BY: B. Leudke

BE IT RESOLEVED THAT Council direct staff to advertise for a part time CBO directly.  
**CARRIED**

**2022-M-171 Temiskaming District Joint Compliance Audit Committee Terms of Reference  
21-191**

MOVED BY: B. Leudke  
SECONDED BY: J. Koistinen

BE IT RESOLVED THAT Council approves the Timiskaming District Joint Compliance Audit Committee Terms of Reference and direct that a By-Law be brought forward for consideration later at this meeting.

**CARRIED**

**2022-M-173 Animal Control By-Law  
21-192**

MOVED BY: M. Youngs  
SECONDED BY: C. Dwyer

BE IT RESOLVED THAT Council consider amending the Animal Control By-law 10-870, as amended, to harmonize the Animal Control By-law 10-870, as amended, with the Fees and Charges By-law 20-1605 as amended;

AND FURTHER THAT that Council direct Staff to bring the amendments to the Animal Control By-law 10-870, as amended, to the next Council Meeting for Council's review.

**CARRIED**

**2022-M-174 Parking By-Law Maps  
21-193**

MOVED BY: J. Koistinen  
SECONDED BY: B. Leudke

BE IT RESOLEVD THAT Council review the maps related to the parking by-law to assist with determining parking requirements and other traffic related matters;

AND FURTHER THAT that the maps be received as a tool to assist with the visualization of the Traffic and Parking By-law 22-1603, as amended.

**DEFERRED**

**21-194**

MOVED BY: J. Harding  
SECONDED BY: C. Dwyer

BE IT RESOLVED THAT Council deferred the Parking By-Law Maps to the next Regular Council Meeting held on July 7th, 2022.

**CARRIED**

**COUNCIL COMMITTEE REPORTS**

**ANNOUNCEMENTS - MAYOR AND COUNCIL**

Mayor O'Mara reported on a overtime statement, Leapfrog and on July 21st Aboriginal Day.

Councillor Leudke reported on the Incident Management Skills (IMS) training.

**CORRESPONDENCE**

**Action Correspondence:**

**2022-M-175 TFN/TAA Letter of Request  
21-195**

MOVED BY: C. Dwyer  
SECONDED BY: B. Leudke

BE IT RESOLVED THAT Council encourage the Mayor to share a few words during the Celebration on the day to Celebrate and Honour of the Indigenous Peoples of the Temagami Region and encourage attendance.

**CARRIED**

**Resolution from Other Municipalities:**

**2022-M-176 Town of Fort Erie  
21-196**

MOVED BY: M. Youngs  
SECONDED BY: B. Leudke

BE IT RESOLVED THAT Council support the resolution from the Town of Fort Erie requesting the Government of Canada review the proposed exemption framework for seasonal vacation properties to better reflect the reality of where these properties are located and how they are used.

**CARRIED**

**2022-M-177 Municipality of Muskoka  
21-197**

MOVED BY: C. Dwyer  
SECONDED BY: B. Leudke

BE IT RESOLVED THAT Council support the resolution from the District of Muskoka requesting the Province review O. Reg 380/04 regarding the requirement to conduct annual emergency planning exercises when there have been sufficient activations of the municipal emergency plan to review the plan's merits.

**CARRIED**

**2022-M-178 City of Waterloo  
21-198**

MOVED BY: B. Leudke  
SECONDED BY: J. Koistinen

BE IT RESOLVED THAT Council support the resolution from the City of Waterloo regarding "Ontario Must Build it Right the First Time".

**CARRIED**

**BY-LAWS**



**22-1618 Set Estimate**

**21-199**

MOVED BY: B. Leudke

SECONDED BY: C. Dwyer

BE IT RESOLVED THAT By-law 22-1618, being a by-law to adopt the estimates of all sums required during the year 2022 for the purposes of the Corporation of the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 20 day of June, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**CARRIED**

**22-1619 to strike tax rates 2022**

**21-200**

MOVED BY: C. Dwyer

SECONDED BY: B. Leudke

BE IT RESOLVED THAT By-law 22-1619, being a by-law to strike rates of taxation for the Municipality of Temagami the year 2022 and to provide for the payment of taxes by instalments, be taken as read a first, second and third time and finally passed this 20 day of June, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**CARRIED**

**22-1620 Area SC 2022**

**21-201**

MOVED BY: C. Dwyer

SECONDED BY: J. Koistinen

BE IT RESOLVED THAT By-law 22-1620, being a by-law to set the amounts for area-rated charges to be levied for municipal and environmental services for the year 2022, be taken as read a first, second and third time and finally passed this 20 day of June, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**CARRIED**

**22-1621 TDCAD Terms of Reference**

**21-202**

MOVED BY: J. Koistinen

SECONDED BY: C. Dwyer

BE IT RESOLVED THAT By-law 22-1621, a by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference, be taken as read a first, second and third time and finally passed this 20 day of June, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**CARRIED**

**COMMITTEE MEETINGS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**2022-M-179 Notice of Motion - Councillor Harding**

**21-203**

MOVED BY: J. Harding

SECONDED BY: M. Youngs

BE IT RESOLVED THAT Council direct Staff to invite representatives of the Ministry of Transportation and the Highway 11 Safety Group to make presentations regarding the steps being taken to improve the safety of Highway 11.

**CARRIED**

**21-204**

MOVED BY: C. Dwyer

SECONDED BY: M. Youngs

BE IT RESOLVED THAT Council extend June 20, 2022 Regular Council meeting by one hour.

**CARRIED**

**2022-M-180 Asset Management Plan**

**21-205**

MOVED BY: J. Koistinen

SECONDED BY: M. Youngs

BE IT RESOLVED THAT Council approve the 2022 Asset Management Plan in principle;

AND FURTHER THAT Staff be directed to post this to the Municipal Website;

AND FURTHER THAT Staff be directed to develop a work plan to incorporate the next steps into municipal operational plans.

**CARRIED**

**NOTICE OF MOTION**

Councillor Youngs would like to have a notice of motion in regards of waste energy solutions.

**QUESTIONS FROM PUBLIC - ITEMS ON THE AGENDA**

**CONFIRMATION BY-LAW**

**21-206**

MOVED BY: M. Youngs

SECONDED BY: J. Koistinen

BE IT RESOLVED THAT By-law 22-1622, being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 20 day of June, 2022;

AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

**CARRIED**

**ADJOURNMENT**

**21-207**

MOVED BY: J. Harding

SECONDED BY: J. Koistinen

BE IT RESOLVED THAT this meeting adjourn at 9:43 p.m.

**CARRIED**

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Mayor

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Clerk



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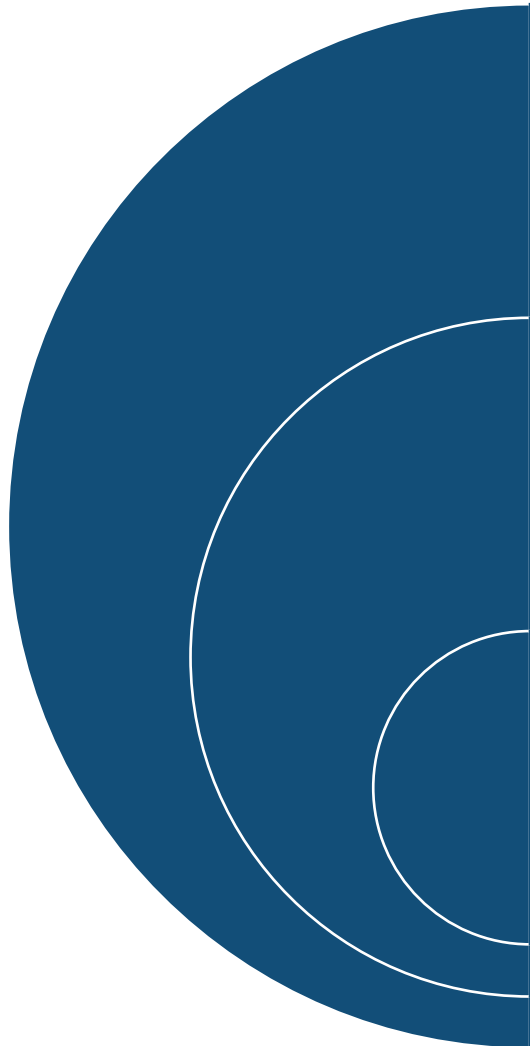
# The District of Timiskaming

Community Safety and Well-being (CSWB) Plan:  
Plan Presentation  
May 26th, 2022



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# What's Included







<h2>Executive Summary</h2>	<ul style="list-style-type: none"><li>• Intent of the Plan</li><li>• Plan Summary Table</li><li>• Message from the Steering Committee</li></ul>
<h2>CSWB Background</h2>	<ul style="list-style-type: none"><li>• Purpose of a CSWB Plan</li><li>• Provincial Framework</li><li>• Guiding Principles</li><li>• Plan's development process &amp; Advisory Committee</li></ul>
<h2>The Plan &amp; Implementation</h2>	<ul style="list-style-type: none"><li>• Priority Areas of Focus</li><li>• Goals</li><li>• Performance Measurement Framework</li><li>• Implementing the Plan</li></ul>

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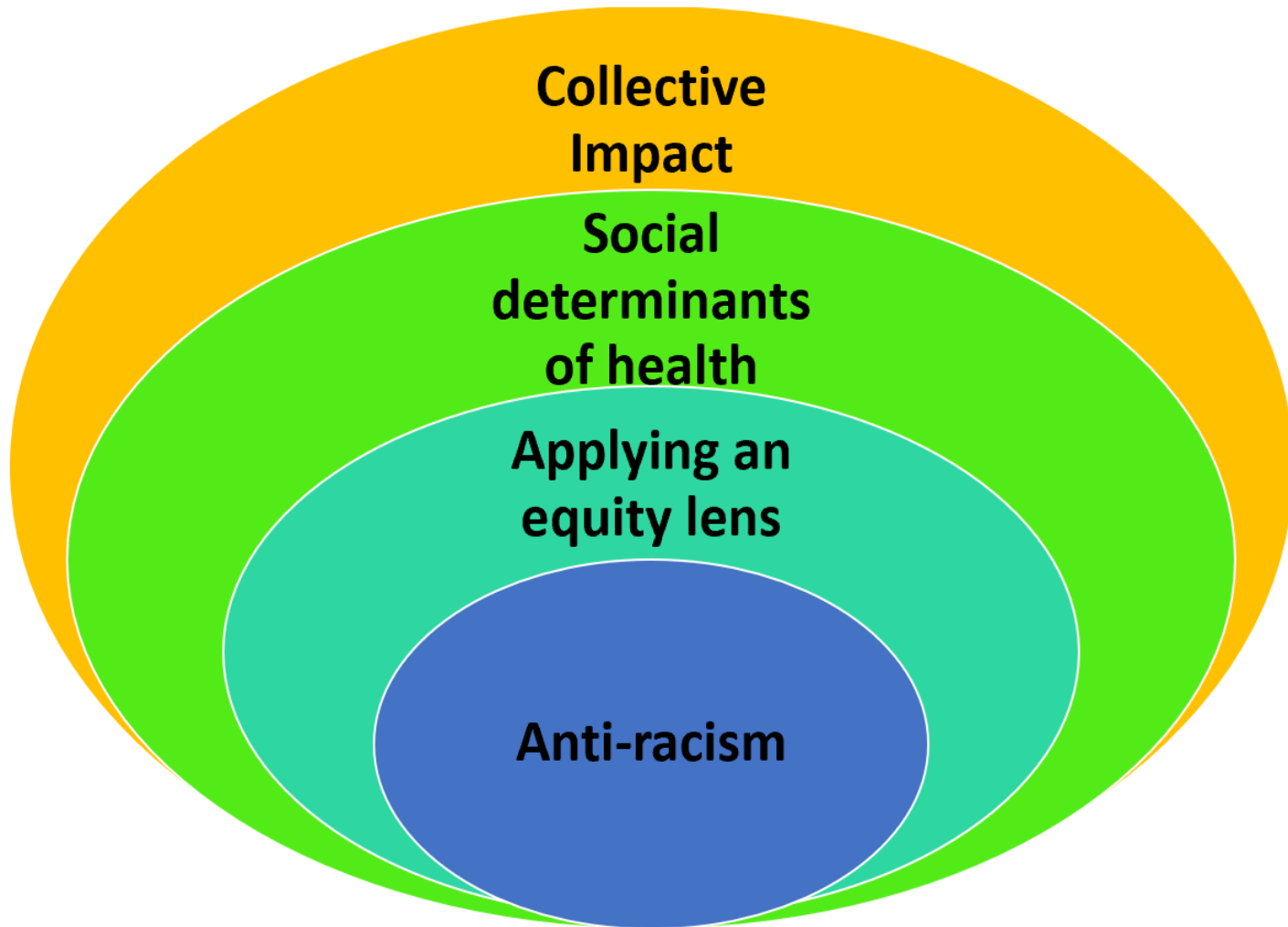
# Ministry Framework



-  Promoting and maintaining community safety and well-being
-  Proactively reducing identified risks
-  Mitigating situations of elevated risk
-  Critical and non-critical incident response

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# Guiding Principles



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# Project Process

**Establishment of the Steering Committee and an Advisory Committee**

**Engagement with the Key Stakeholders in the District**

**District Community Safety and Well-Being Online Survey**

**Two Half-day Workshops with the Advisory Committee**

**Review and acceptance of the Plan**



# Priority Areas of Focus

Health & Well-being

Housing

Employment & Economy

Poverty

Community Safety

Environment & Sustainability

- 18 goals are identified within this plan to direct strategic actions that will focus the district's collective efforts for social development and prevention.
  - These goals were prioritized based on community need, impact, and local opportunities.
- Recognizing the large scope of community services, programs and development included in this plan, goals pertaining to all 25 sub-areas were not included in this first iteration of the CSWB plan.
  - As the implementation of the CSWB Plan progresses and the plan matures, there will be the opportunity to expand the goals encompassed by the plan and its Performance Measurement Framework.
- Suggested corresponding activities to achieve the goal outcomes are included in the plan. The activities ultimately pursued will be dependent on the resources available when implementing the plan and aligned with the assets and strengths present in the community at the time.
  - This will be part of the task of Implementation Working Groups to come.

# Plan Goals

Priority Areas of Focus	Health & Well-being	Housing	Employment & Economy	Poverty	Community Safety	Environment & Sustainability
Goal Outcomes	<p>I.1 Ensure timely access to health services by increasing services and reducing wait times.</p> <p>I.2 Ensure health services are equitable and accessible to all by removing identified barriers.</p> <p>I.3 Reduce the incidence of mental health and substance misuse crises in the community.</p> <p>I.4. Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs and caregivers.</p>					

# Plan Goals

Priority Areas of Focus	Health & Well-being	Housing	Employment & Economy	Poverty	Community Safety	Environment & Sustainability
Goal Outcomes	<p>II.1 Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.</p> <p>II.2 Create more pathways to housing through transitional and supportive housing options and services.</p> <p>II.3 Serve community members experiencing homelessness through expanded shelter services.</p>					

# Plan Goals

Priority Areas of Focus	Health & Well-being	Housing	Employment & Economy	Poverty	Community Safety	Environment & Sustainability
Goal Outcomes	<p>III.1 Promote education, skills and training for local jobs to create career pathways for local workforce opportunities.</p> <p>III.2 Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills.</p> <p>III.3 Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce.</p>					

# Plan Goals

Priority Areas of Focus	Health & Well-being	Housing	Employment & Economy	Poverty	Community Safety	Environment & Sustainability
Goal Outcomes	<p>IV.1 Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages.</p> <p>IV.2 Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services.</p> <p>IV.3 Reduce food insecurity experienced in the region.</p>					

# Plan Goals

Priority Areas of Focus	Health & Well-being	Housing	Employment & Economy	Poverty	Community Safety	Environment & Sustainability
Goal Outcomes	<p>V.1 Increase the public’s perception of safety and belonging in their communities.</p> <p>V.2 Improve road safety and reduce causal factors of roadway accidents.</p> <p>V.3 Ensure access to affordable justice for all residents.</p>					

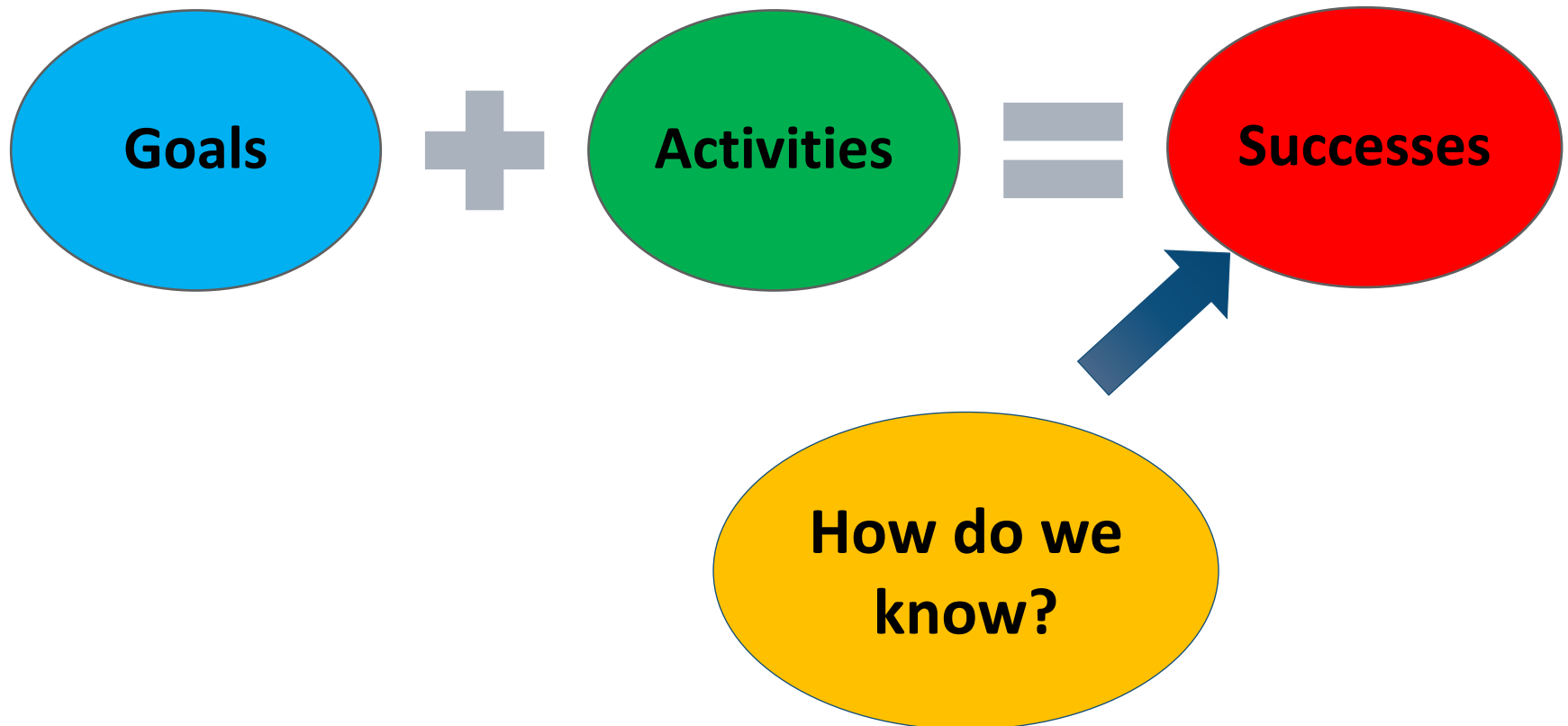
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# Plan Goals

Priority Areas of Focus	Health & Well-being	Housing	Employment & Economy	Poverty	Community Safety	Environment & Sustainability
Goal Outcomes	<p>VI.1 Foster a sense of community and community building around the natural environment in the region</p> <p>VI.2 Create plans for mitigating effects of climate change and adverse natural events in communities.</p>					

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# Performance Measurement Framework: Why do we need this?





# Performance Measurement Framework

## II. Housing



Goal Outcomes	Indicators	Data Sources	Frequency
<b>II.1</b> Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.	<b>II.1.M1</b> Number of housing development partnerships resulting in new builds <b>II.1.M2</b> Community rental vacancy rates and average rental rates. <b>II.1.M3</b> Percentage of households who spend >30% of income on shelter costs. <b>II.1.M4</b> Average wait times for affordable housing applicants. <b>II.1.M5</b> Number of seniors present on housing waitlist.	<ul style="list-style-type: none"> <li>• DTSSAB</li> <li>• TMA</li> <li>• Statistics Canada</li> </ul>	<b>Annual</b>
<b>II.2</b> Create more path ways to housing through transitional and supportive housing options and services.	<b>II.2.M1</b> Number of individuals who are engaged in services designed to help obtain and/or retain housing. <b>II.2.M2</b> Number of transitional housing units.	<ul style="list-style-type: none"> <li>• DTSSAB</li> <li>• CMHA</li> <li>• Salvation Army</li> </ul>	<b>Annual</b>
<b>II.3</b> Serve community members experiencing homelessness through expanded shelter services.	<b>II.3.M1</b> Number of shelter beds. <b>II.3.M2</b> Utilization of shelter services and average length of stay of shelter users.	<ul style="list-style-type: none"> <li>• DTSSAB</li> <li>• Pavilion's Women's Centre</li> <li>• Zack's Crib</li> <li>• Timiskaming Home Support</li> </ul>	<b>Annual</b>
<b>Suggested Activities:</b> <b>II.1.A1</b> Create a district housing assessment tool to scope, measure and evaluate the status and availability of affordable housing in the area. <b>II.1.A2</b> Work with municipalities to create targets and measures for their affordable housing plans. <b>II.2.A1</b> Build coalitions to develop new social and supportive housing. <b>II.3.A1</b> Support the development, launch and operations of new shelters in the region, starting with Zack's Crib. <b>II.3.A2</b> Utilise the By Name List, and keep current, as a tool to prioritise those who are in need of housing. <b>II.3.A3</b> Create a working group on housing that adheres to the Reaching Home goals, funding and principles.			

- The establishment of baseline data and future targets can be added in forthcoming evaluation iterations.
- Currently, all indicators are identified as being reviewed on an annual basis, but this can be tailored based on the speed and relevance at which different data sources are collected.
- Additional data sources may be identified at later dates and can be used to update the plan or improve indicator fidelity.

---

# CSWB Plan Implementation

- To create effective governance of a district wide CSWB Plan, it is recommended that a Plan Lead is established.
  - The Plan Lead could be one organization or a partnership of multiple organizations.
- The role of the Plan Lead would be the responsibility of organizing the necessary working groups for the implementation of the CSWB Plan and supporting the working groups' progress.
  - This would require capacity from the Plan Lead for both leadership (e.g., CSWB Plan Chair) and coordination (e.g., CSWB Plan Implementation Coordinator).
- The addition of a dedicated CSWB Plan resource is recommended to be made possible through the municipality funding based on apportionments.
- A district collective adoption and funding of the CSWB Plan:
  - More efficient for partner organizations,
  - Enable knowledge sharing and avoid duplication of efforts,
  - More effective in achieving outcomes through collective impact,
  - More cost effective.





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# Next Steps

- Acceptance and adoption of the Plan
  - Reports and Motions to Councils
  - Committing in principle to the funding allotments
- Transitioning into Implementation
  - Selection of the Plan Lead
    - Sharing of a detailed implementation budget plan
  - Development of the Working Groups



---

# Sample Council Motion

- **BE IT RESOLVED That** the “Timiskaming District Community Safety and Well-Being Plan” attached to the Report to Council be adopted, **and**
- **That** the Town of XXX approve in principle a contribution for a Community Safety and Well-being (CSWB) Plan resource based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB), resulting in a district wide funding approach.



# Report To Council Sample

## REPORT TO COUNCIL

Meeting Date: 07/06/2022

Report Number: 2022-CS-009

Presented by: Bonnie Sackrider

Department: Community Services

### REPORT TITLE

Community Safety and Well Being Plan Adoption

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2022-CS-009 entitled “Community Safety and Well Being Plan Adoption” be received, and

**THAT** the “Timiskaming District Community Safety and Well-Being Plan” attached to the Report to Council be adopted, and

**THAT** the Town of Kirkland Lake approve in principle an annual contribution for a Community Safety and Well Being (CSWB) Plan resource based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB), resulting in a district wide funding approach.

### BACKGROUND

Community Safety and Well Being plans are legislated under the *Police Services Act*. As part of the legislation, municipalities are required to develop and adopt community safety and well-being plans working in partnership with a multi-sectoral advisory committee comprised of representation from the police service board and other local service providers in health/mental health, education, community/social services and children/youth services. Additional requirements are also outlined in the legislation pertaining to conducting consultations, contents of the plan, monitoring, evaluating, reporting and publishing the plan. This approach allows municipalities to take a leadership role in defining and addressing priority risks in the community through proactive, integrated strategies that ensure vulnerable populations receive the help they need from the providers best suited to support them.

Municipalities have the flexibility to engage in community safety and well-being planning individually, or in partnership with neighbouring municipalities to develop a joint plan.

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# Estimated High-level Budget

- We are asking that you **accept in principle** these types of anticipated costs for the implementation of the CSWB Plan.
  - By **properly resourcing the plan** then we will set it up for success and achieve the impact it aspires to.
  - A **detailed budget will be forthcoming** from the confirmed Plan Lead before fully actioning the implementation.
  - Anticipating that implementation actions will likely not be started in earnest until the fall the annual contributions would be **prorated** (e.g.  $\frac{1}{3}$  -  $\frac{1}{4}$ ) for the 2022 budget.
  
- Based on the current district apportionment structure used by the DTSSAB, the following costs would be funded through a district wide approach:
  - CSWB Plan coordinator resource (0.5- 1 FTE): \$40,000 - \$80,000
  - CSWB Plan leadership role (e.g. chair) (0.1- 0.2 FTE): \$11,000 - \$22,000
  - CSWB Plan operating budget: \$20,000
  - CSWB Plan Lead organization's overhead costs: \$10,000

**Estimated annual total: \$81,000 - \$132,000**

# Example Allotment Table

Municipality	Apportionment %	Est. 2022 Contribution
Township of Armstrong	3.9%	\$ 1,242
Township of Brethour	0.4%	\$ 135
Township of Casey	1.2%	\$ 394
Township of Chamberlain	1.3%	\$ 402
Town of Charlton and Dack	2.0%	\$ 627
Town of Cobalt	2.9%	\$ 947
Township of Coleman	2.7%	\$ 867
Town of Englehart	4.3%	\$ 1,369
Township of Evanturel	1.5%	\$ 492
Township of Gauthier	0.5%	\$ 145
Township of Harley	1.9%	\$ 610
Township of Harris	2.1%	\$ 683
Township of Hilliard	0.7%	\$ 229
Township of Hudson	2.2%	\$ 706
Township of James	1.4%	\$ 444
Township of Kerns	1.3%	\$ 429
Town of Kirkland Lake	23.0%	\$ 7,380
Township of Larder Lake	2.2%	\$ 720
Town of Latchford	1.6%	\$ 516
Township of Matachewan	0.8%	\$ 271
Township of McGarry	1.6%	\$ 526
City of Temiskaming Shores	31.9%	\$ 10,250
Village of Thornloe	0.3%	\$ 106
Municipality of Temagami	8.2%	\$ 2,633
<b>Total</b>	<b>100.0%</b>	<b>\$ 32,125</b>

**Thank You  
for Joining Today!**

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**Comments or  
Questions?**







# Timiskaming District Community Safety and Well-Being Plan



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## Executive Summary

Improving safety and well-being in the Timiskaming District requires a collaborative approach that will involve many community partners working together with the municipalities in the district, towards systems change that will benefit all residents of all the communities in the district. This Community Safety and Well-being (CSWB) Plan was developed for the intended use of all 23 municipalities in the Timiskaming District and the Municipality of Temagami, with the support and contribution of multiple agencies and organizations in the Timiskaming District, with direct input from the district's residents. It is the intent that all municipalities will accept and adopt this district CSWB plan and work collaboratively to achieve its goals. Within the CSWB Plan, the use of the "Timiskaming District" is inclusive of the Municipality of Temagami for the purposes of this initiative. First Nations are invited by the Ministry of the Solicitor General to create their own CSWB plans for their communities, however, the Timiskaming District welcomes the involvement of First Nations in the region, deferring to what each nation deems to best suit their communities' interests and needs.

There are 23 municipalities in the Timiskaming District in addition to the Municipality of Temagami with a collective population of approximately 31,000. With a land area of over 13,000 km<sup>2</sup>, the district is sparsely populated, dominated by great forests, farmlands and lakes. Indigenous peoples have inhabited the land in the Timiskaming area for over 6,000 years, with Lake Temiskaming, the headwaters of the Ottawa River occupying an important place as a trading route between First Nations.

Timiskaming District's CSWB Plan consists of goals and supporting actions that fall within the four levels of intervention – social development, prevention, risk intervention, and incident response. A combination of research, a review of existing data and community reports, and input from system leaders and community stakeholders was used to identify where to focus collaborative efforts for the Timiskaming District's CSWB Plan. Through this process, six priority areas of focus were selected:

- I. Health & Well-being
- II. Housing
- III. Employment & Economy
- IV. Addressing Poverty
- V. Community Safety
- VI. Environment & Sustainability

Goals and activities have been developed for the six priority areas of focus. A Performance Measurement Framework (PMF) for the plan's goal outcomes has been developed and is critical as it will allow for the district's progress can be tracked and evaluated against the CSWB Plan.

To create effective governance of a district wide CSWB Plan, it is recommended that a Plan Lead is established to coordinate the plan's implementation. The Plan Lead could be one organization or a partnership of multiple organizations. The role of the Plan Lead would be the responsibility of organizing the necessary working groups for the implementation of the CSWB Plan and supporting the working groups' progress. This would require both leadership (e.g., CSWB Plan Chair) and coordination (e.g., CSWB Plan Implementation Coordinator) capacity from the Plan Lead. To do this, it is recommended that the Plan Lead would introduce a dedicated CSWB Plan resource role (full or part-time) to manage the implementation of the plan overseen by a senior leader in the organization acting as the CSWB Plan Chair. The necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments. This collective district funding approach is highly recommended, as should any municipality choose to pursue the implementation of a CSWB individually, it would be expected that they would ultimately incur greater relative costs while duplicating efforts and likely having difficulty achieving the same impact alone compared to the rest of the district.

The Plan Lead will need the active involvement and support of the municipalities, community partners and community engagement in order to successfully implement the plan. While the Plan Lead will provide a central, steering position, it will rely on participants of various working groups to design and implement relevant plan activities. Municipalities and partners will need to agree on a sufficient and realistic level of investment of resources (both fiscal and human resources) to reach the plan's goals and support the Plan Lead through a commitment to contributing these necessary inputs.

The CSWB Plan is meant to be a “living document” and should be updated by the Plan Lead and partners as they move forward with their allies and stakeholders in the work. This means that when monitoring the progress on the goal outcomes, the plan’s activities, performance measure indicators, targets and data sources should be revisited at appropriate time intervals (e.g., at the conclusion of year 1, year 3, year 5, etc.) to assess that they continue to be relevant and effective in the current community landscape. It also means that as the CSWB Plan rollouts and matures, there is the opportunity to expand the scope of goals and activities to include community risk sub-areas identified, but not currently prioritized in this first iteration. The CSWB Plan itself will be important for shared district planning between community partners and informing the community at large of the way forward. In addition, it is acknowledged that there is a role for all levels of government and targeted financial resource commitments from higher levels of government (e.g., Provincial and/or Federal) will be necessary to successfully fund certain activities to see the plan’s goals to fruition. Collectively, for the CSWB Plan to be a successful living document, it will serve to assist in improving the coordination of services, collaboration, information sharing, advocacy and partnerships among local government, agencies, and organizations, and ultimately improving the quality of life for Timiskaming District’s residents.

## CSWB Plan Executive Overview

Priority Areas	I. Health & Well-Being	II. Housing	III. Employment & Economy
<b>Sub-Areas</b>	<ul style="list-style-type: none"> <li>• Health services (promotion, primary, secondary, tertiary, LTC)</li> <li>• Mental health</li> <li>• Addictions and substance misuse</li> <li>• Aging safely &amp; community paramedicine</li> <li>• Culture, recreation and physical activity</li> </ul>	<ul style="list-style-type: none"> <li>• Affordable housing</li> <li>• Transitional and supportive housing</li> <li>• Shelters</li> <li>• Homelessness</li> </ul>	<ul style="list-style-type: none"> <li>• Education, skills and training</li> <li>• Hiring and retention/ addressing vacancies</li> <li>• Income stability</li> <li>• Equitable/well-being economy</li> <li>• Broadband/digital inclusion</li> </ul>
<b>Target Group</b>	<ul style="list-style-type: none"> <li>• Health system providers</li> <li>• Culture and recreation providers</li> <li>• Administrators of places where people live, learn, work and play</li> </ul>	<ul style="list-style-type: none"> <li>• Housing providers: public and private</li> <li>• Municipalities</li> <li>• Members of Parliament</li> <li>• Member of Provincial Parliament</li> </ul>	<ul style="list-style-type: none"> <li>• Municipalities</li> <li>• Related provincial ministries</li> </ul>
<b>Goal Outcomes</b>	<ul style="list-style-type: none"> <li>• Ensure timely access to health services by increasing services and reducing wait times.</li> <li>• Ensure health services are equitable and accessible to all by removing identified barriers.</li> <li>• Reduce the number of individuals experiencing crises related to mental health and substance misuse in the community.</li> <li>• Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs and caregivers.</li> </ul>	<ul style="list-style-type: none"> <li>• Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.</li> <li>• Create more pathways to housing through transitional and supportive housing options and services.</li> <li>• Serve community members experiencing homelessness through expanded shelter services.</li> </ul>	<ul style="list-style-type: none"> <li>• Promote education, skills and training for local jobs to create career pathways for local workforce opportunities.</li> <li>• Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills.</li> <li>• Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce.</li> </ul>
<b>Long Term Outcome</b>	<b>Increased Community Safety and Well-Being</b>		

IV. Poverty	V. Community Safety	VI. Environment & Sustainability
<ul style="list-style-type: none"> <li>• Social services</li> <li>• Childcare</li> <li>• Transportation</li> <li>• Food insecurity</li> </ul>	<ul style="list-style-type: none"> <li>• Racism and discrimination</li> <li>• Gender based violence</li> <li>• Human trafficking</li> <li>• Road safety</li> <li>• Justice services</li> </ul>	<ul style="list-style-type: none"> <li>• Environmental stewardship</li> <li>• Climate change</li> </ul>
<ul style="list-style-type: none"> <li>• Employers</li> <li>• Members of Parliament</li> <li>• Member of Provincial Parliament</li> <li>• Municipalities</li> <li>• Charitable &amp; advocacy organizations targeting poverty and/or hunger-relief</li> </ul>	<ul style="list-style-type: none"> <li>• General public</li> <li>• Local Ministry of Transportation Representatives</li> <li>• Municipalities</li> <li>• Local Institutions</li> <li>• Local Ministry of Community Safety &amp; Correctional Services</li> </ul>	<ul style="list-style-type: none"> <li>• General public</li> <li>• Business community</li> <li>• Municipalities</li> </ul>
<ul style="list-style-type: none"> <li>• Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages.</li> <li>• Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services.</li> <li>• Reduce food insecurity experienced in the region.</li> </ul>	<ul style="list-style-type: none"> <li>• Increase the public's perception of safety and belonging in their communities.</li> <li>• Improve road safety and reduce causal factors of roadway incidents.</li> <li>• Ensure access to affordable justice for all residents.</li> </ul>	<ul style="list-style-type: none"> <li>• Foster a sense of community and community building around the natural environment in the region</li> <li>• Create plans for mitigating effects of climate change and adverse natural events in communities..</li> </ul>

**Increased Community Safety and Well-Being**

# Message from the Steering Committee

This Community Safety and Well-Being (CSWB) Plan marks a milestone step on the journey to improve safety and well-being for all in the District of Timiskaming including the Municipality of Temagami. The plan aims to ensure action, recognizing a need to continuously monitor and remain responsive to the emerging needs of our communities and is the result of collaborative efforts among local organizations, municipalities, and the public.

We are grateful to all who shared their wisdom and knowledge to inform the plan including the many community members who responded to the community survey.

We would also like to acknowledge the CSWB Advisory Committee Members who, since July of 2021 have dedicated time and knowledge despite the impact of the COVID-19 pandemic and the resulting strain on organizations represented on the Advisory Committee. Their input has been instrumental in appreciating the needs and assets across diverse municipalities in Timiskaming and identifying what strengths and efforts to build on and what more can be done to address gaps. Their commitment to creating a CSWB Plan for Timiskaming and by Timiskaming is appreciated and recognized.

We would also like to recognize LBCG Consulting for Impact for their services in conducting data gathering and analysis, engaging stakeholders and facilitating rich dialogue to create this CSWB Plan. Recognition also goes to all municipalities who funded this collective and deliberate planning process.

The process of creating the plan resulted in a greater understanding of challenges and opportunities and strengthened relationships among partners. This is the beginning of a collective path towards improving safety and well-being in the Timiskaming District.



**Chris Oslund**  
City Manager,  
Temiskaming Shores



**Bonnie Sackrider**  
Director of Community Services,  
Kirkland Lake



**Kerry Schubert-Mackey**  
Director of Community Health,  
Temiskaming Health Unit



**Mark Stewart**  
CAO, District of Timiskaming  
Social Services Administration  
Board

## Community Safety and Well-Being

Improving safety and well-being in our community requires a comprehensive approach that includes improving the social determinants of health and working towards systems change. Factors such as poverty, unequal access to education, unemployment and underemployment, poor early childhood development, inadequate housing, crime, social exclusion, systemic discrimination (including systemic racism), and barriers to accessing health and social services increase the likelihood that communities will experience unsafe and unhealthy situations. Addressing the root causes of issues that negatively impact safety and well-being will maximize opportunities for all residents to thrive and sustain healthy and connected communities. By prioritizing equity across our work and addressing systemic discrimination we will help achieve our shared vision of inclusion, safety and connectedness for all residents in the community.

## Community Safety and Well-Being Plans

Community Safety and Well-Being Plans are provincially legislated for municipalities in Ontario under the Comprehensive Ontario Police Services Act, 2019. Aligning with the Ontario Provincial Police (OPP) detachment areas, the Municipality of Temagami has been included within the scope of this regional CSWB Plan for the Timiskaming District. A multi-sectoral approach to community safety and well-being planning recognizes that more law enforcement is not the answer to complex social problems. A single organization or sector cannot tackle these complex and interconnected issues alone. The Timiskaming District's CSWB Plan focuses on how partners can work collaboratively across different sectors towards a shared commitment to making Timiskaming District a safer, more inclusive and connected community where all residents thrive.

## Steering Committee

The development of this CSWB Plan was overseen by a Steering Committee comprised of senior leaders from the municipalities of Temiskaming Shores, Kirkland Lake, the Timiskaming Health Unit (THU) and the District of Timiskaming Social Services Administration Board (DTSSAB). The development of the CSWB Plan was led by a consulting team from LBCG Consulting for Impact. The DTSSAB managed the hiring of LBCG Consulting for Impact, funded by the district's municipal apportionments.

## Advisory Committee

This Plan was developed with the support and contribution of multiple agencies and organizations in the Timiskaming District. Their involvement was greatly appreciated and critical to the development of the plan, and it will be critical to look to them and new partners in the community to continue to evolve and implement the plan.

- Blanche River Health
- CMHA Cochrane-Timiskaming
- District of Timiskaming Social Services Administration Board
- Keepers of the Circle
- Kirkland & District Family Health Team
- Kuuwanimano Child & Family Services
- North Eastern Ontario Family & Children's Service
- Northern College
- Ontario Provincial Police
- Pavilion Women's Shelter
- Salvation Army Temiskaming
- Temiskaming Hospital
- Temiskaming Métis Community Council
- Temiskaming South Community Living
- Timiskaming Health Unit
- Timiskaming Municipal Association



## **Community Background**

Indigenous peoples have inhabited the land in the Timiskaming area for over 6,000 years. Lake Temiskaming, the headwaters of the Ottawa River, has always occupied an important place as a trading route between First Nations. A large territory surrounding Lake Temiskaming has traditionally been occupied by the Algonquin people. European settlers first arrived in the area when coureurs de bois explored and traded fur in what is now the Timiskaming District, in the 17<sup>th</sup> century. The first towns established in the area, New Liskeard and Haileybury on Lake Temiskaming were both established in the late 1890's, but at that time the only way to reach the towns was by canoe or by steamer up the lake in the summer, before mining and the arrival of railroads greatly stimulated development in the region in the early 1900s. Today, the Timiskaming District is home to several provincial parks that recognize these historic waterways.

Today there are 23 municipalities and three First Nations – Temagami First Nation, Matachewan First Nation and Beaverhouse First Nation – in the Timiskaming District, in addition to the Municipality of Temagami with a collective population of approximately 31,000<sup>1</sup>. With a land area of over 13,000 km<sup>2</sup>, the district is sparsely populated, dominated by great forests, farmlands and lakes.

## **Community Safety and Well-Being in the Timiskaming District**

The Ministry of Solicitor General defines community safety and well-being as “the ideal state of a sustainable community where everyone is safe, has a sense of belonging, opportunities to participate, and where individuals and families are able to meet their needs for education, health care, food, housing, income, and social and cultural expression.” This emphasizes that community safety and well-being are more than just having our basic needs met and being free from crime. Rather, it encompasses the social determinants of health and many aspects of our social, physical, emotional and spiritual well-being.

## **National Factors Impacting Community Safety and Well-Being in the Timiskaming District**

### **COVID-19 Pandemic**

The global COVID-19 pandemic and the provincial state of emergency declared in March 2020 has created a unique environment and new challenges that Canadians collectively face as a nation. It has resulted in waves of widespread closures, job or wage losses and increased isolation, anxiety and uncertainty. Realities of the pandemic have introduced drastic changes in how we went about our daily lives for the past two years. Many of us would not have thought to still be managing the virus still to this day, and there will potentially be significant long-term impacts not yet understood that will have impacts on community well-being.

### **Opioid Crisis**

Canadians saw the opioid overdose crisis worsening during the COVID-19 pandemic with many communities across Canada reporting record numbers of opioid-related deaths, emergency calls and hospitalizations. In the first 15 weeks of the COVID-19 pandemic in Ontario, 695 people died of a confirmed or suspected opioid related death, representing a 38% increase compared to the 15 weeks immediately preceding the pandemic.<sup>2</sup> An investigation of the district's corner cases suggests that the Timiskaming District is experiencing an opioid crisis through the presence of a high and increasing incidence of accidental overdose deaths in 2019/20 and 2020/21.<sup>3</sup> Timiskaming District has high substance misuse rates with rates of hospitalizations attributed to opioid use at 27.2 per 100,000 versus 13.7 per 100,000 in Ontario<sup>4</sup>, yet there are gaps in available inpatient addictions services for residents of the district.



## Labour Shortage

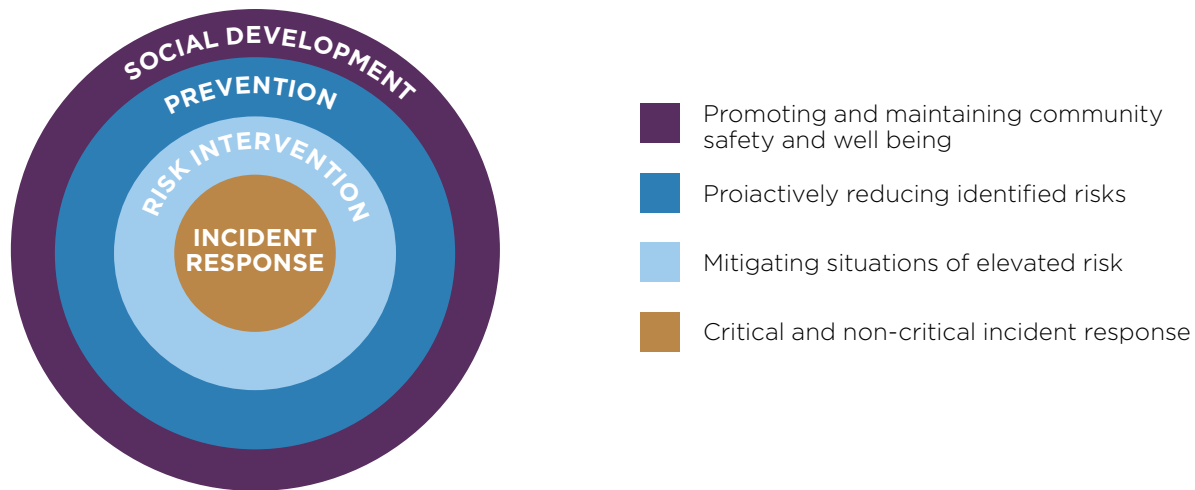
During the COVID-19 pandemic, Canada has seen a labour shortage take off. Across the country, there were 915,500 unfilled positions reported at the end of 2021, a 63% increase from 2020<sup>5</sup>. Jobs are also staying vacant for longer, with almost half of vacancies remaining unfilled for 60 days. Some of the hardest to fill occupations include servers, construction labourers and social workers. Hiring challenges are predicted to continue for the next five years until factors like the job market have stabilized after the en masse exiting of the labour force created by the retirement of the Baby Boomers and immigration returns to pre-pandemic levels.

## Affordable Housing Shortage

Canada has been experiencing a prolonged heated real estate market, driving up prices across the country for homeownership and rentals. As homeownership is becoming a larger financial challenge for many households, more Canadians are renting than before. Research shows that in the last decade, Canada has been losing affordable rental units, far faster than new ones are being built, and it's forcing some renters out of the homes and communities they know. Rentals that were once considered affordable are seeing significant price increases. Between 2014 and 2019, rents bachelor, two- and three- bedroom apartments in large metropolitan areas across the country increased by nearly 20%.<sup>6</sup> At the same time, incomes of Canadians remained largely unchanged. Two thirds of Canada's housing shortage is in Ontario. At the end of 2021, the average price for a house in Ontario was \$923,000 — triple what it was 10 years ago — while income rose just 38 per cent.<sup>7</sup>

## Provincial Community Safety and Well-Being Planning Framework

The Ministry of the Solicitor General outlines a planning framework to support municipalities in developing a comprehensive approach to mitigate harm and promote safety and well-being. The framework outlines four levels of intervention:



**Social Development:** Addresses underlying causes of social issues through upstream approaches that promote and maintain individual and community wellness.



**Prevention:** Applies proactive strategies to known and identified risks that are likely to result in harm to individuals or communities if left unmitigated.



**Risk Intervention:** Identifies and response to situations of acutely elevated risk and mobilizes immediate interventions before an emergency or crisis-driven response is required.



**Incident Response:** Requires intervention by first responders such as police, paramedics, and other emergency-driven services.

Timiskaming District's CSWB Plan consists of strategic actions that fall within the four levels of intervention while focusing our collective efforts on social development and prevention. Ultimately, the goal is to reduce the need for incident response by addressing underlying issues.

## Plan Guiding Principles

Four guiding principles are recommended to help the CSWB Plan's implementation and ultimate success. These are informed by best practices for community development initiatives.

- **Collective impact:** This form of collaboration brings people together in a structured way towards a common agenda and plan of action to address a complex social problem.<sup>8</sup> The collective impact approach is characterized by five core elements that facilitate effective cross-sector collaboration and the resulting population-level impacts.
- **Social and environmental determinants of health:** The conditions in which people are born, grow, work, live and age influence their overall health and well-being. These conditions, known as the social determinants of health, include social and economic factors that can positively or negatively influence health outcomes.<sup>9</sup> Likewise, several environmental factors and built environments influence the risk and experience of chronic disease. Recognizing that factors outside the control of individuals can influence their well-being impacts the types of preventive and upstream actions that are needed to influence population health.
- **Applying an equity lens:** Equity refers to fair, just and respectful treatment that recognizes and acknowledges the need to treat people differently depending on their needs and circumstances. It involves the removal of barriers to address historic and current disadvantages for under-represented and marginalized groups.
- **Anti-racism:** Anti-racism is a process of actively identifying and opposing racism. The goal of anti-racism is to challenge racism and actively change the policies, behaviours, and beliefs that perpetuate racist ideas and actions. Anti-racism is rooted in action. It is about taking steps to eliminate racism at the individual, institutional, and structural levels.

Larger descriptions of these guiding principles and their applications are expanded upon in the Appendix.

## Identifying the Priority Areas of Focus

Community safety and well-being plans are broad and multi-faceted. They encompass many areas and intersect with many sectors. A combination of research, a review of existing data and community reports, and input from system leaders and community stakeholders was used to identify where to focus collaborative efforts for the Timiskaming District CSWB Plan.

## Process

The CSWB Steering Committee identified key informants and stakeholder groups for inclusion in the CSWB Advisory Committee. The Advisory Committee membership included representative from sectors specified by the Ministry's requirements; Health and Mental Health Services, Educational Services, Community and Social Services, Children or Youth Services, Municipal and Police Services, in addition to other key stakeholders identify including Indigenous agencies, shelters and charitable organizations. The First Nations in the district were informed of the project and can participate as best suits their communities' interests at each stage of the plan, including the implementation.

Individual interviews were facilitated with each CSWB Advisory Committee member followed by a detailed review of relevant district studies, strategies and plans. The findings at this stage of the process were organized into a community scan that was used by the CSWB Advisory Committee in a half-day workshop to identify a preliminary shortlist of priority areas of focus to be investigated further.

The challenges present in Timiskaming District are interrelated and can create a positive feedback loop of negative consequences. This was explored with the CSWB Advisory Committee, as the relationship between various conditions, causes, core problems and effects/consequences were mapped. This helped affirm that the issues facing Timiskaming District were interconnected and that multiple priority areas of focus would be necessary to best address the factors that have the greatest impact on the community. While the CSWB framework focuses on risks, the goals identified in the plan will be successful by aligning with and building on the many assets and strengths that already exist in the Timiskaming District.

The shortlist of priority areas of focus was validated and honed in on through additional key stakeholder interviews, small group discussions and a District Community Safety and Well-being Survey. Over 500 Timiskaming District residents participated in the district survey. Building upon the additional information gathered, in a second workshop, the CSWB Advisory Committee was able to outline the six areas of focus prioritized in this plan:

- I. **Health & Well-Being**
- II. **Housing**
- III. **Employment & Economy**
- IV. **Poverty**
- V. **Community Safety**
- VI. **Environment & Sustainability**



## Priority Areas of Focus

Each priority area of focus was further broken down into sub-areas of interest. In total, 25 sub-areas were identified. In this section, each area of focus and its respective sub-areas are described; identifying the community need, a snapshot of services and programs available and what gaps and/or other plans and strategies exist in the district to align with or enhance.

## I. Health & Well-being



The health status of a population is commonly seen to be inversely related to the remoteness of its location.<sup>10</sup> This experience can be illustrated through the poorer rates of health indicators for the population of the Timiskaming District when compared to the province. For instance, almost one in five (19%) of district residents aged 12+ perceive their overall health as fair or poor, almost twice the provincial population (11%).<sup>11</sup> Higher levels of obesity (37%) and diabetes (10%) are reported in the district as well as lower levels of regular weekly physical activity.<sup>12</sup> There are higher levels of hospitalizations in the district attributed to substance misuse, being twice the provincial rate for both alcohol (405.2 per 100,000) and opioid use (27.2 per 100,000).<sup>13</sup>

Five sub-areas of attention and improvement for individual and community health and well-being are explored below.

### Health Services

It is important that within the Timiskaming District that residents have access to the full spectrum of health services from prevention to long-term care. In more rural areas, the delivery of health services can be a challenge due to the distances necessary to travel to reach health providers or the limited availability of providers in the area. The region has established an Ontario Health Team (OHT), the Équipe du Santé des Régions du Timiskaming Area Health Team. Introduced by the provincial government in 2019, OHTs are a new model of health care delivery, encouraging groups of health providers and organizations that, at maturity, will be clinically and fiscally accountable for delivering a full and coordinated continuum of care to a defined population. The Équipe du Santé des Régions du Timiskaming Area Health Team are moving forward with development and has identified two areas of focus related to older adults and mental health and substance use.

The main categories of health services are:

- Health promotion
- Primary care
- Secondary care
- Tertiary care
- Long term care

Health promotion helps individuals reduce the risk of illness and follow healthy lifestyles. These services are provided in a variety of ways and settings, led by the public health units. The Timiskaming District is served by the Timiskaming Health Unit, protecting the health of our communities by recommending policies, providing educational programs, conducting research and data collection, and identifying and breaking down health inequities. Health promotion is also often achieved at the primary care level too during patient interactions with physicians, nurses and health professionals.

Primary care is the doorway to health services, through the direct provision of first-contact services (by providers such as family physicians, nurse practitioners, pharmacists and telephone advice lines) in the identification and treatment

of illness and injury. Five Family Health Teams, the Mino M'shki-ki Indigenous Health Team and the Centre de Sante Communautaire du Témiskaming help provide primary care across the district. Primary care is important in the referrals to and the coordination with other levels of care (such as hospitals and specialist care). When individuals do not have convenient or timely access to primary care services, they often end up visiting their local Emergency Department seeking care. 14.5% of the district's residents don't have a regular healthcare provider,<sup>14</sup> a persistent challenge in the context of a continued difficulty retaining health human resources in the district.

Secondary care is hospital care or when your primary care provider refers you to a specialist, who has more specific expertise in whatever health issue you are experiencing. Temiskaming Hospital and Blanche River Health provide secondary care to patients at three sites in Temiskaming Shores, Kirkland Lake and Englehart. There are three 24/7 Emergency Departments at these sites and visiting physician specialists. Specialists focus either on a specific system of the body or a particular disease or condition. Examples of specialists include cardiologists (heart disease), endocrinologists (hormone systems, including diabetes) and oncologists (cancer).

Tertiary care is when you are hospitalized and require a higher level of specialty care. Tertiary care requires highly specialized equipment and expertise for complicated treatments or procedures such as cardiac surgery, some forms of cancer treatment or paediatric (child) urgent care. Patients may have to travel outside of the Timiskaming District to Sudbury or southern Ontario hospitals for various tertiary care. Some tertiary care is delivered through satellite services at Temiskaming Hospital and Blanche River Health in the patient-care areas of Dialysis, Chemotherapy, Cardiac Rehabilitation and Virtual Critical Care through a partnership with Health Sciences North.

Long term care services help people live as independently and safely as possible when they can no longer perform everyday activities on their own. This is inclusive of home and community care in addition to facilities and nursing homes. People often need long-term care when they have a serious, ongoing health condition or disability. Long-term care is provided in different places by different caregivers, depending on a person's needs. Most long-term care is provided at home by unpaid family members and friends. It can also be given in a facility such as a nursing home or in the community, for example, in an adult day care centre. With the aging population, there is a building need for more long term care. Across the province, there is a shortage of long term beds at long term care facilities. Insufficient long term care beds in the district places strain on hospital services. One hospital reported 58% of funded beds being occupied by alternate level of care patients<sup>15</sup> who would be more appropriately cared for in a long term care facility.

## **Mental Health**

Mental health is important at every stage of life, from childhood and adolescence through adulthood as it affects how we think, feel and act. It influences how we handle stress, relate to others and make choices. Development of community well-being encompasses concepts of positive mental health including social capital and connectedness, as well as civic engagement and participation by residents in decisions affecting their lives.

The last decade has seen an increased commitment to improving mental health services and combating stigmas. There are national concerns about increasing levels of depression and anxiety within communities, which have only been exacerbated in recent years with stressors presented through the COVID-19 pandemic and increasing costs of living. In the Timiskaming District, 11.8% of residents aged 12+ perceive their mental health as fair or poor vs. 7.9% in Ontario.<sup>16</sup> In the Timiskaming Community Safety and Well-being Survey, 68% felt that there are not sufficient mental health services in the Timiskaming District to serve the needs of the community.

The Canadian Mental Health Association (CMHA) Cochrane-Timiskaming branch and the North Eastern Ontario Family and Child Services (NEOFACS) lead the delivery of mental health services in the region to adults and children and youth respectively. NEOFACS has four sites in the Timiskaming district, each with four funded child and youth mental health worker positions. CMHA Cochrane-Timiskaming has three sites in the Timiskaming District, providing an array of outpatient supports and services and case management to support people with mental illnesses, concurrent



disorders (people living with a mental illness and an addiction/substance misuse) and dual diagnosis (developmental disability and serious mental illness) to access early intervention, intensive support, housing and peer supports. Partnerships help expand mental health services into the community. CMHA Cochrane-Timiskaming in partnership with the Timiskaming Hospital places a social worker in the Emergency Department to help reduce readmissions. A Mobile Crises Response Team (MCRT) is in development, led by the CMHA in partnership with the OPP. With a mix of OPP officers and CMHA crisis workers, the MCRT will improve crisis response services and mental health referrals during response calls.

### **Addictions and Substance Misuse**

The Timiskaming District has high substance misuse rates, yet there are no inpatient addictions services currently available within the district. For those seeking withdrawal services, the closest options require to travel to facilities in Smooth Rock Falls or Timmins which are regularly at full capacity, presenting challenges for securing treatment beds for individuals in need. In the Timiskaming Community Safety and Well-being Survey, 60% felt that there are not sufficient addiction services in the Timiskaming District to serve the needs of the community.

The Timiskaming District Drug and Alcohol Strategy, co-chaired by the THU and the CMHA Cochrane-Timiskaming Branch, is working with many service agencies on ways to prevent and address harms associated with the continuum of substance use. The strategy is based on the pillars of prevention, harm reduction, treatment and enforcement, and includes an opioid early warning and response system. It will work to strengthen systems related to responding to and preventing overdoses and poisonings, recognizing and disrupting stigma and discrimination associated with substance use and addiction, enhancing pathways to substance use services and supports, and advocate for funding, resources, and public policy to address the root causes of substance use and substance use disorders.

The Timiskaming Opioid Poisoning Prevention Task Force, Timiskaming Substance Use Disorder Support Program Steering Committee and Change for Timiskaming are each independent community bodies that have organized in response to the Opioid Crisis and high levels of substance misuse present in the district. The Northeastern Recovery Centre was incorporated in September 2021 in pursuit of repurposing the former Pineger youth detainment facility in Kirkland Lake to be a new residential treatment centre to implement withdrawal management beds (medical and non-medical) and explore recovery housing options in the Timiskaming.

### **Aging Safely and Community Paramedicine**

There is a need to accommodate the needs of the aging population, which continues to increase. It is estimated that by 2024, the number of people aged 65 and over will make up 20% of the nation's population.<sup>17</sup> This growth in the aging population will continue to put added pressure on health and community service providers in the district to keep up with the increasing demand for services, where services are already limited. In the Timiskaming Community Safety and Well-being Survey, 85% agreed that their community needs additional seniors housing, assisted living and long term care residences to help people age safely in our communities. It is important to proactively plan and act to prepare older adults to take into account their various needs as they age, so that communities can enjoy a quality of life for all residents, regardless of their physical or mental capabilities.

Some municipalities produce Age-Friendly Community Plans to coordinate the development of communities that promote active and healthy aging. To guide municipalities, the Ontario Age-Friendly Communities Outreach Initiative developed the eight dimensions which make up an Age-Friendly community:

1. Outdoor Spaces and Public Buildings
2. Transportation
3. Housing
4. Social Participation
5. Respect and Social Inclusion

6. Civic Participation and Employment
7. Communication and Information
8. Community Support and Health Services

Age-Friendly Community Plans outline goals and objectives, often to achieve outcomes the eight dimensions to promote active aging within communities, remove barriers that prevent seniors from leading fulfilling lives, and allow seniors to age with dignity in a safe environment. While not all municipalities in the Timiskaming District produce Age-Friendly Community Plans, those that do exist can be leveraged to inform and guide district aging safety activities.

A Seniors Centre Without Walls (SCWW) program is delivered through Timiskaming Home Support in collaboration with the Timiskaming Health Unit. The SCWW program aims to reduce the feeling of loneliness and social isolation among homebound seniors and adults with physical disabilities aged 55+ in the Timiskaming region using a free conference call type platform to engage participants.<sup>18</sup> An evaluation of the program in 2019 found a strong recognized value of the program from surveyed participants. Almost all participants (97%) indicated that they would choose to stay in the SCWW program and 84% of participants responded that they were happy with the program. Furthermore, two-thirds of participants felt like they belonged to a community because of the program (58%) or had something to look forward to and felt better because of the program (65%).

Community paramedicine is a relatively new and evolving healthcare model. It allows paramedics and emergency medical technicians (EMTs) to operate in expanded roles by assisting with public health and primary healthcare and preventive services to underserved populations in the community. Some rural patients lack access to primary care and use 9-1-1 and emergency medical services (EMS) to receive health care in non-emergency situations. This can create a burden for EMS personnel and health systems in rural areas. Community paramedics can work in a public health and primary care role to address the needs of rural residents in a more efficient and proactive way. Community paramedics generally focus on:

- Providing and connecting patients to primary care services
- Completing post-hospital follow-up care
- Integration with local public health agencies, home health agencies, health systems, and other providers
- Providing education and health promotion programs
- Providing services not available elsewhere in the community

### **Culture, Recreation and Physical Activity**

The Timiskaming District is a mosaic of northern Ontario communities with a rich history overlaying a region of great outdoors and extensive waterways. The district is a destination for recreation and community events. This culture provides residents with a particular quality of life and is an attractive element in drawing new members to the district. Three-quarters of residents in the Timiskaming District report a somewhat strong or very strong sense of belonging to their local community.<sup>19</sup> Maintaining vibrant communities is important to continue to attract businesses, residents, and visitors and foster a strong cultural sector. Participation and engagement with the arts, culture, and recreation benefit community well-being by contributing to better physical and mental health and community social dynamics. While access to culture, recreation and leisure opportunities are important for residents of all ages, it is particularly critical for the healthy development of children and youth.

Some municipalities create Cultural Plans and Recreation Plans to proactively monitor and support their communities' cultural, creative and leisure outlets. These plans outline objectives to develop robust, fun, and resilient communities through the social factors that encompass the environment in which people live, such as gathering places, arts, culture and heritage, food and entertainment, business and commerce. Cultural Plans recognize the unique cultural

groups found within communities, for example, the Francophone, First Nation, Métis, and Anglophone populations, and support the celebration of their cultural events and contributions to the social fabric of their communities. Likewise, Recreation Plans help to identify a community’s recreation needs, and assists the municipality in determining future recreation service delivery, investment, and development, to guide and manage the direction of parks, trails, recreation and leisure services, programs, facilities and amenities. Existing Cultural Plans and Recreation Plans within the district can be leveraged to inform and guide district CSWB activities.

## II. Housing



Housing is a large concern for residents of the Timiskaming District. There is a shortage of affordable and available housing across the district. Local industry booms (e.g., mining) periodically have placed added pressure on the housing market and affect prices as influxes of workers seek accommodations during their employment. More recently, a greater volume than normal of individuals and families were seen moving north from parts of southern Ontario during the pandemic as there was increased migration from urban centres. There is an imperative need for strategies that address affordable housing shortages experienced in Timiskaming District throughout the housing spectrum. Within this plan, four sub-areas within the housing spectrum for attention and improvement are explored below.

### The Housing Spectrum



Source: Canada Mortgage and Housing Corporation

### Affordable Housing

In Canada, housing is defined as affordable if it costs less than 30% of a household’s before-tax income. Many people think the term “affordable housing” refers only to rental housing that is subsidized by the government. In reality, it’s a very broad term that can include housing provided by the private, public and non-profit sectors. It also includes all forms of housing tenure: rental, ownership and co-operative ownership, as well as temporary and permanent housing. The percentage of residents in the district who spend 30% or more of their income on housing is 21%.<sup>20</sup> This is somewhat lower than the provincial rate (28%). This could be in part due to the substantially lower costs of housing in the district (median monthly shelter costs for rented dwellings in the district is \$691)<sup>21</sup> than the provincial average, which is reflective of more urban areas. However, the district’s median total income is less than the provincial median and the costs of housing are still a financial stretch for individuals who rely on social services and financial assistance like Ontario Works (OW) or Ontario Disability Support Program (ODSP). Currently, over one in five renters in the district, reside in subsidized housing.<sup>22</sup> The DTSSAB has over 600 units across 34 locations in the district, however, there are still waitlists, most significantly for seniors. In the Timiskaming Community Safety and Well-being Survey, half of the participants (49%) felt that their community is not proactive enough in creating options to improve affordable housing.



## **Transitional and Supportive Housing**

Transitional or supportive housing refers to a temporary type of supportive accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, supports (for addictions, mental health or domestic violence for instance), life skills, and in some cases, education and training. It is more long term, service-intensive, and private than emergency shelters yet remains time limited typically to stays of three to six months. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to address the issues that led to homelessness or kept them homeless, and begin to rebuild their support network. Transitional housing can connect individuals with tailored resources for those who have difficulty maintaining housing like CMHA's rent subsidies for clients, or the DTSSAB's homeless prevention worker who works with at-risk tenants to try to prevent evictions. In the Timiskaming Community Safety and Well-being Survey, 67% agreed that their community needs additional transitional housing to help people reach permanent housing. There are limited transitional and supportive housing units in the Timiskaming District currently. Without these services, it is difficult for individuals to separate from unsafe or enabling environments when they can't secure new accommodations

## **Emergency Shelters**

Emergency shelters are places for people to live temporarily or access overnight shelter when they don't have a place to stay. They are used by individuals facing homelessness as a harm reduction model and to serve as hubs for relevant services and supports. Some emergency shelters are focused on those fleeing an abusive relationship, sexual abuse or domestic violence (i.e., women's shelters). This is the case of Pavilion Women's Centre, which is the only emergency housing currently available in the district. For all others experiencing various forms of homelessness (episodic, situational or chronic), they must be referred and provided transportation outside of the district in order to access emergency housing or shelter. In the Timiskaming Community Safety and Well-being Survey, 54% agreed that their community needs enhanced emergency shelter services to address homelessness in the community. To address this gap, Zack's Crib, a safe bed facility, that is presently in development in Temiskaming Shores.

## **Homelessness**

Homelessness describes the situation of an individual, family or community without stable, safe, permanent and appropriate housing, or the immediate prospect, means and ability to acquire it. It can be the result of systemic or societal barriers, a lack of affordable and appropriate housing, the individual or household's financial, mental, cognitive, behavioural or physical challenges, and/or racism and discrimination. Most people do not choose to be homeless, and the experience is generally negative, unpleasant, unhealthy, unsafe, and distressing.

In September 2021, the DTSSAB completed their most recent Homelessness Enumeration. Baseline data is vital to understanding the challenges of homelessness and the extent of homelessness in the district. The Homelessness Enumeration identified 53 homeless individuals within the district. Additionally, two-thirds (62%) of Homeless Enumeration participants reported regularly staying with family and friends (e.g., couch surfing). This information demonstrates the presence of hidden homelessness in the district and the potential of several individuals not captured in the enumeration.

It is recognized that there is an overrepresentation of Indigenous peoples amongst Canadian homeless populations resulting from the legacy of trauma from colonization and displacement. In addition, numerous populations, such as youth, women, people with mental health and addictions issues, people impacted by violence, seniors, and members of LGBTQ2S communities are at greater risk of experiencing homelessness.

### III. Employment & Economy



Education plays an important role in determining the health status of an individual, creating pathways to employment and greater income levels. This can also affect health by influencing social and psychological factors like greater perceived personal control.<sup>23</sup> The Timiskaming district has lower levels of education compared to the province. Currently, 18% of Timiskaming District's population between the ages of 25-64 years have less than a high school diploma, almost double the provincial average (10%)<sup>24</sup> : Four District School Boards serve the Anglophone and Francophone communities in Timiskaming in addition to Kiwetin Kikinamading (Timiskaming First Nation, Quebec) and private schools in the district. Two of the district's school boards have a lower percentage of students who graduate high school within five years of starting grade 9 than the provincial average (88%), with one school board reporting 71%.<sup>25</sup> While the percentage of the district's and province's population who have a high school diploma or GED as their highest level of education is equal (25%), the percentage of the population with a university degree in the district is a third of the provincial average of 32%.<sup>26</sup>

Northern College is the post-secondary institution present in the district, with campuses in Haileybury and Kirkland Lake. The campuses include access centres for other institutions for Contact North and College Boreal. There is a history and a partnership between the college and the local industries, leading to curriculum and program development to align with the district's economic needs, for example, mining in the north and agriculture in the south. A partnership with Algoma University allows for various dual diploma and bachelor programs at Northern College. Employment Ontario's Employment Services are delivered on Northern College's campuses, providing support for students seeking employment and funding for adult learners to go back to school.

The sub-areas of addressing the challenges pertaining to hiring and retention of skilled workers and addressing vacancies in the district in addition to income stability were identified.

#### **Hiring, Retention and Addressing Chronic Vacancies**

Recruitment and retention are a challenge, particularly for the health human resources, with providers experiencing high turnover rates and chronic vacancies. This is only exacerbated by the national labour shortage experienced since the start of the COVID-19 pandemic.

Education is critical to enhancing local talent and creating a pipeline of residents who can fill job openings. If district residents can see the local demand for skilled professionals as career opportunities for themselves, and the pathways for them to pursue the appropriate education and training are made clear and accessible, then the need to recruit and retain employees from outside of the district may be able to be alleviated in the future. A challenge in this approach is that there is no university within the district to train health human resources (i.e., doctors, social workers, addictions and mental health) within the communities. Additionally, In the Timiskaming Community Safety and Well-being Survey, 32% felt that educational or training opportunities they are interested in are unaffordable.

Other factors also play an important role in supporting recruitment and retention. Appropriate housing options need to be readily available for recruited candidates and professionals who are moving to the district. Local housing shortages can cause employment contracts to collapse if successful job candidates are unable to find housing options once accepting offers or for candidates to decide to leave prematurely if desirable housing is not found in the long term. Additionally, a strong cultural sector helps to retain residents, attract talent, and support local entrepreneurship.

#### **Income Security**

Income security is one's ability to pay for their basic needs without fear of losing their income source. Factors such as lower minimum wage rates and temporary or casual employment can contribute to income insecurity. Precarious employment in Canada has increased by nearly 50% over the past two decades.<sup>27</sup> There are a few possible policy

options to increase the amount of income security in Canada. One option is increasing the minimum wage to a living wage. Basic income is another policy option to try to achieve income security. Basic income is different from other forms of social assistance in that it guarantees a minimum income level to individuals regardless of their employment status.

Unemployment is higher in the Timiskaming District, at 8.9% compared to 7.4% across the province.<sup>28</sup> A person's ability to find a job becomes increasingly difficult the longer that they remain unemployed, making it difficult to overcome poverty. In the longer term, they also tend to earn less once they find new jobs.

## IV. Poverty



Nearly one out of every seven Canadians currently live in poverty.<sup>29</sup> Poverty is a widespread issue across the country and the world, but vulnerable groups such as people living with disabilities, single parents, elderly individuals, youth, and racialized communities are more susceptible. In Timiskaming, 17.5% of households live with low income and are often forced to make tough choices on how to spend their money.<sup>30</sup> In the Timiskaming Community Safety and Well-being Survey, 38% indicated that they have monthly concerns about having enough money to pay for housing/rent, food, clothing, utilities and/or other basic necessities. The effects of poverty can be expressed in different aspects of a person's life, including food security, health, and housing. Due to its sweeping impact on one's quality of life, the World Health Organization has declared poverty to be the single largest determinant of health. It is challenging to know how much poverty costs Canadians precisely but it is widely accepted that poverty is one of the biggest burdens on the economic, healthcare, and criminal justice systems in Canada. An estimate for Ontario places the cost of poverty between \$10.4 billion and \$13.1 billion for the government.<sup>31</sup> Four sub-areas for addressing poverty are explored below.

### Social Assistance

In Ontario, social assistance is delivered through two programs, Ontario Works (OW) and Ontario Disability Support Program (ODSP). These programs provide monthly financial assistance to help individuals and their dependents with living expenses including food and rent, health benefits and employment supports to help beneficiaries find and keep a job. Unfortunately, it is widely recognized that social assistance programs in Canada do not provide adequate support for individuals and families to meet their basic needs. For example, in 2012, 70% of households relying on social assistance were also food insecure and accounted for at least half of food bank users.<sup>32</sup>

### Childcare

In today's labour and economic climate, it can require that there are multiple household incomes to cover the costs of a family's basic needs. Parents rely on childcare to help them enter, re-enter, or remain in the workforce, but access to affordable, quality childcare is often a significant barrier for many. Costly out of pocket childcare options can rival lower-income salaries, prompting some families to have a parent leave the workforce to provide their own childcare. Mothers are more common than fathers to take time away from paid work to care for a child, which can exacerbate mothers' lifetime earnings gap. The province of Ontario and the federal government have signed a \$13.2-billion agreement to lower the cost of child care in the province to an average of \$10 a day by September 2025. Starting in April 2022, this agreement will start an immediate reduction in fees for licensed childcare centres will see fees reduced up to 25%. The implementation of affordable childcare will improve access to early learning and childcare programs for more families while helping working parents.

### Transportation

The Timiskaming District is largely rural and remote with a population density of 2.3 people per square kilometre, less than a sixth of the provincial population density (14.8/km<sup>2</sup>).<sup>33</sup> This creates some barriers for residents, particularly around transportation and telecommunication services.

- Distance and inclement weather can make travel and accessing services more difficult.
- Distribution of community can lead to isolated residents, particularly seniors and those without reliable transportation.
- There is no district-wide access to reliable cell and high-speed internet service coverage in rural and remote areas.
- Many parts of the district do not have public transit operations, including urban areas like Kirkland Lake. Taxis are the main transit option, but for many lower-income families this is a costly mode of transportation to depend on.
- Not all of the district's population has at least one reliable method of transportation, i.e., own vehicle or bus pass and the availability of public transportation.
- Lower density development and the absence of public transit severely limits the walkability of neighbourhoods and residences.

Public transportation provides people with mobility and access to employment, community resources, medical care, and recreational opportunities across and within communities. It benefits those who choose to ride, as well as those who have no other choice. Many families experiencing low income do not own a personal vehicle and rely on methods of public transportation. The absence of public transportation networks in northern Ontario communities is an enormous challenge for those who either cannot afford or are unable to drive.

**Food Insecurity**

Food insecurity refers to inadequate or insecure access to food due to financial constraints. Food security is not only concerned with adequate quantities of food, but also with the quality of food available and accessible. This is important because food insecurity is not only associated with malnutrition as it relates to insufficient caloric intake but also as it relates to the higher intake of energy-dense, nutrient-poor foods, which are often also more affordable. Studies have shown that there are connections between food insecurity and obesity in adults and children.<sup>34</sup> Prices of groceries are more expensive in the north contributing to the experiences of food insecurity in the area. About 1 in 10 households in Timiskaming experiencing household food insecurity.<sup>35</sup>

Additionally, food insecurity has been shown to negatively impact children's long-term physical and mental health, increasing their risk of conditions such as depression and asthma, and reducing their ability to succeed in school. Similarly, adults living with food insecurity are more likely to have overall poorer health, demonstrating higher occurrences of chronic conditions like depression, diabetes, and heart disease. Existing medical conditions are also more difficult to manage in food-insecure environments and frequently result in enlarged medical costs.<sup>36</sup> The Salvation Army operates food banks in Kirkland Lake and Temiskaming Shores and is a member of Feed Ontario. There is also the Haileybury Food Bank. While food banks help elevate the symptoms of food insecurity, they do not get at addressing the root causes.<sup>37</sup>



# V. Community Safety



Community members' perceptions of safety and acceptance are critical for strong community vibrancy. In the Timiskaming Community Safety and Well-being Survey, over one-third indicated that they feel somewhat unsafe in their community. Almost two-thirds (61%) of survey participants felt that over the last three years, they perceive that crime in their community has increased. For community safety, it is also important that accessibility is built into community environments, like street crossing signals for the visually impaired. Five sub-areas for improving community safety are explored below.

## **Racism and Discrimination**

Every person in Ontario deserves to be free from racial discrimination and harassment. The elimination of discrimination and harassment through zero tolerance is important to foster community cohesion, safety and vibrancy. Furthermore, proactive identification and action in addressing systemic racism are critical to building an equitable society. In the Timiskaming Community Safety and Well-being Survey, two-thirds (64%) agreed that there are racist attitudes and/or behaviours present in their community. Awareness is a huge step in addressing racism and shows a commitment from the community towards an acknowledgement of the issue, which is a necessary step toward empowering those that are oppressed through racism. However, instances of racial discrimination and harassment can continue to persist when they are not addressed head-on due to societal aversions of the uncomfortable or difficult conversations involved in calling them out.

Respect, cultural competency and safety are important for local Indigenous Nations and Francophone populations. A Timiskaming District Indigenous Cultural-Linguistic Cultural Competency Framework was developed in partnership with the DTSSAB.

A history of systemic racial marginalization of First Nations and their peoples has manifested as continued inequitable outcomes at the community level where Indigenous peoples experience:

- Higher incidence of morbidity and mortality,
- Lower levels of educational attainment,
- Fewer economic opportunities,
- Higher levels of police intervention.

## **Gender-Based Violence**

Gender-based violence refers to harmful acts directed at an individual based on their gender. It is rooted in gender inequality and disproportionately impacts women, girls, and Two-Spirit, trans, and non-binary people. It includes sexual, physical, mental, and economic forms of abuse inflicted in public or in private as well as threats of violence, coercion, and manipulation. While violence affects all people, some people are more at risk of experiencing violence because of various forms of oppression, such as racism, sexism, homophobia, transphobia and ableism. There is a greater incidence of gender-based violence in rural areas in addition to a nationally observed increase in domestic violence during the pandemic.

The Pavilion's Women's Shelter has 10 emergency shelter beds in Temiskaming Shores and a services office in Kirkland Lake for women experiencing homelessness due to violence against women (VAW). Pavilion provides various programs for women and families including childcare, education, victim counselling and a crisis support line in addition to providing public VAW training and education.

There isn't a local LGBTQ2S+ Pride in the Timiskaming District or as many services or resources for those with queer identities. These events and networks are important for members of the LGBTQ2S+ community for

placemaking, increased visibility and representation and connection to supports for vulnerable individuals.

### **Human Trafficking**

In Canada, information from community members and police investigations suggests that those who are most likely to be trafficked are Canadian girls and women exploited for sexual purposes. Other higher at-risk populations include Indigenous women and girls, new immigrants, children in the child welfare system, persons living with disabilities, LGBTQ2 persons, and those struggling socially and/or financially. In addition, migrant workers may be at higher risk of exploitation and abuse due to language barriers, working in isolated/remote areas, lacking access to services and support, and/or correct information about their legal rights.

While human trafficking often takes place in large urban centres, it also occurs in smaller cities and communities. Over two-thirds of human trafficking incidents in Canada between 2009-2019 were reported in Ontario.<sup>38</sup> It is recognized that the presence of the Trans Canada Highway in the district presents risks of criminal activity associated with “drug corridors” and sex trafficking.

### **Road Safety**

Increasing road safety in the Timiskaming district was identified as a top priority in the Timiskaming Community Safety and Well-being Survey. Impaired driving incidents in the district remain a concern as a significant factor in motor vehicle collisions and serious safety matters on the area’s highways, waterways and trails. A 5-year review by the OPP Temiskaming Detachment found that levels of alcohol or drug-related driving incidents have remained persistent, even slightly increasing in the most recent years.<sup>39</sup> The local OPP detachments remain focused on the enforcement of the “Big Four” causal factors of serious incidents. The Big Four include impaired driving (alcohol and drug), speeding and aggressive driving, inattentive or distracted driving and lack of occupant restraints and safety equipment.

### **Justice Services**

The safety and well-being of communities in the Timiskaming District is and will always be, a top priority for the Temiskaming and Kirkland Lake OPP Detachments that serve the district. The Ontario government released its most recent Ontario Mobilization and Engagement Model for Community Policing (OMEM) in 2010. Implementation of the model and what it looks like in practice is ongoing and continues to develop and evolve. OMEM emphasizes having all community members and human services agencies working with the police to keep neighbourhoods safer, more secure, and healthier.

The OPP is committed to tackling violent crime and curbing criminal activity by addressing the root causes of crime and complex social issues and focusing on social development, prevention and risk intervention. The Timiskaming District has seen higher crime rates than the province in the past five years.<sup>12</sup> The district’s rates of sexual assault are greater than in the province, while there are also fewer specialized resources available for victims.

Over the past decade, police have increasingly been called to situations involving individuals who are facing mental health crises, addictions, homelessness and other complex social issues. Although police and emergency response are often the first points of contact in these situations, they are not necessarily equipped with the skills and training to respond to individuals with trauma or who are experiencing mental health crises. The Mobile Crises Response Team in development, led by the CMHA in partnership with the OPP will improve crisis response services and mental health referrals during response calls.

Canada’s justice system serves to facilitate the timely and just resolution of legal issues. However, it has been recognized that there are barriers that exist within the system that can make it difficult for the most vulnerable populations of which it means to protect. Many offenders in the justice system can be people suffering from mental

health and addictions issues and are often homeless. “Affordable justice” is a mounting concern and priority to ensure for all Canadians. There are two dimensions to cost that individuals may incur within the justice system: the direct cost of the service that the client pays through service fees and the indirect costs that the client bears in order to access a service, such as travel costs, time off work, childcare costs, or costs to access online services. Additionally, unique barriers that different groups face when navigating the justice system can include access to translators and interpreters, having appropriate services for particular cultural groups, such as Indigenous families and recent immigrants, and accessibility measures for persons with disabilities, such as visual and hearing impairments. These challenges have the potential to limit access and to properly represent oneself in the justice system. A number of service models eliminate or reduce the direct cost of the service for clients by subsidizing service costs, implementing financial criteria for means-tests or removing service fees altogether.



## VI. Environment and Sustainability

The availability and use of Canada’s natural resources is a large contributor to many northern communities’ well-being, of which the Timiskaming District is no exception. Many are drawn to the region due to the opportunities to enjoy the outdoors and the natural environment in their community, while the region also benefits from the natural resource economies. Many district residents are able to enjoy urban amenities while also having readily available outdoor recreation and remote backcountry access. This connection to natural resources fosters a heightened community relationship to the health and sustainability of the environment. The sub-areas of environmental stewardship and climate change were identified for the plan.

### **Environmental Stewardship**

Environmental stewardship is the responsible use and protection of the environment. Examples of responsible use include limiting the harvest of natural resources. Examples of protection include conservation and the creation of national and provincial parks. Indigenous peoples in Canada have practiced principles of environmental stewardship since time immemorial. Impacts of human activity on the environment are important to manage including industries’ ecological footprint, greenhouse gas emissions and climate change, and clean water. This sense of responsibility is a value that can be reflected through the choices of individuals, companies, communities, and government organizations, and shaped by unique environmental, social, and economic interests. In the Timiskaming Community Safety and Well-being Survey, 55% agreed that environmental pollution is a risk to their community.

### **Climate Change**

Climate change can be a natural process where temperature, rainfall, wind and other elements vary over decades or more. Over the past millions of years, our world has been warmer and colder than it is now. But today we are experiencing unprecedented rapid warming from human activities, primarily due to burning fossil fuels that generate greenhouse gas emissions. We are already witnessing effects of climate change as in addition to unprecedented warmer temperatures experienced, other consequences of climate change seen include intense droughts, severe wildfires, flooding, catastrophic storms and declining biodiversity. In the Timiskaming Community Safety and Well-being Survey, 52% agreed that climate change is a risk to their community. The Government of Canada recently issued the Health of Canadians in a Changing Climate Report with nine key findings:<sup>40</sup>

1. Climate change is already negatively impacting the health of Canadians.
2. Health risks will increase as warming continues, and the greater the warming, the greater the threats to health.
3. Some Canadians are affected more severely by climate change, as exposure and sensitivity to hazards and the ability to take protective measures varies across and within populations and communities.
4. The effects of climate change on health systems in Canada — for example, damage to health facilities and disruptions to health services and operations — are already evident and will increase in the absence of strong adaptation measures.

5. Efforts to prepare for climate change are known to reduce risks and protect health. We must take action now.
6. The health impacts of climate change on First Nations, Inuit, and Métis peoples are far-reaching, with disproportionate impacts on their communities, including food and water security and safety, air quality, infrastructure, personal safety, mental health and wellness, livelihoods, culture, and identity.
7. To successfully protect all Canadians from the health impacts of climate change, decision makers must pursue adaptation actions that are inclusive and equitable and consider the needs of racialized, marginalized, and low-income populations.
8. Increased efforts to reduce greenhouse gas emissions are required to help protect the health of Canadians.
9. Reducing greenhouse gas emissions can provide very large and immediate health co-benefits to Canadians.



## Priority Areas Goals

18 goals are identified within this plan to direct strategic actions that will focus the district's collective efforts on social development and prevention. These goals were prioritized based on community need, anticipated impact, and local opportunities. Recognizing the large scope of community services, programs and development included in this plan, goals pertaining to all 25 sub-areas were not included in this first iteration of the CSWB plan. As the implementation of the CSWB Plan processes and the plan matures, there will be the opportunity to expand the goals encompassed by the plan and its Performance Measurement Framework.

Suggested corresponding activities to achieve the goal outcomes are provided. The activities ultimately pursued will be dependent on the resources available when implementing the plan and aligned with the assets and strengths present in the community at the time.

## I. Health & Well-being



### Goal Outcomes:

- I.1 Ensure timely access to health services by increasing services and reducing wait times.
- I.2 Ensure health services are equitable and accessible to all by removing identified barriers.
- I.3 Reduce the incidence of mental health and substance misuse crises in the community.
- I.4. Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs, and caregivers.

### Activities can include:

- I.1.A1 Build coalitions to attract and retain health professionals and services.
- I.1.A2 Where service gaps are identified increase focus on those gaps to address the lack of service by increasing the services and availability of those services.
- I.2.A1 Develop an equity, diversity and inclusion evaluation tool for health services to identify equity and accessibility barriers for all populations.
- I.3.A1 Build coalitions to expand mental health and addictions services.
- I.4.A1 Work with organizations to break down barriers to accessing home support services and encourage older adults to ask for help.

## II. Housing



### Goal Outcomes:

- II.1 Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.
- II.2 Create more pathways to housing through transitional and supportive housing options and services.
- II.3 Serve community members experiencing homelessness through expanded shelter services.

### Activities can include:

- II.1.A1 Create a district housing assessment tool to scope, measure and evaluate the status and availability of affordable housing in the area.
- II.1.A2 Work with municipalities to create targets and measures for their affordable housing plans.
- II.2.A1 Build coalitions to develop new social and supportive housing.
- II.3.A1 Support the development, launch and operations of new shelters in the region, starting with Zack's Crib.
- II.3.A2 Maintain and utilize the By Name List as a tool to prioritize those who are in need of housing.
- II.3.A3 Create a working group on housing that adheres to the Reaching Home goals, funding and principles.

### III. Employment & Economy



#### Goal Outcomes:

- III.1** Promote education, skills, and training for local jobs to create career pathways for local workforce opportunities.
- III.2** Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills.
- III.3** Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce.

#### Activities can include:

- III.1.A1** Complete a human resource gap analysis to understand and scope the region's human resource needs.
- III.1.A2** Create partnerships between employers and educators to create and promote career pathways for local workforce opportunities through featured education, skills, and training.
- III.2.A1** Promote and support the employment services in the region to increase engagement by those who are unemployed or underemployed.
- III.3.A1** Build coalitions to develop new recruitment and retention strategies for identified jobs with frequent long-term vacancies and high rates of turnover.
- III.3.A2** Create multicultural/language programs to help bring newcomers and international students into the local labour force.

### IV. Addressing Poverty



#### Goal Outcomes:

- IV.1** Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages.
- IV.2** Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services.
- IV.3** Reduce food insecurity experienced in the region.

#### Activities can include:

- IV.1.A1** Build anti-poverty coalitions and plans to address food insecurity, housing, and unemployment and increase understanding of poverty.
- IV.1.A2** Determine what businesses/services offer "affordable access" for vulnerable groups (reduced rate, enhanced service, subsidy etc.).
- IV.2.A1** Complete a public transportation assessment to understand where transportation gaps exist in the region.
- IV.2.A2** Build regional transportation coalitions to increase access and availability.

## V. Community Safety



### Goal Outcomes:

- V.1** Increase the public's perception of safety in their communities.
- V.2** Improve road safety and reduce causal factors of roadway accidents.
- V.3** Ensure access to affordable justice for all residents.

### Activities can include:

- V.1.A1** Coordinate training and public awareness related to addressing racism.
- V.1.A2** Build coalitions for community cohesiveness by breaking down of barriers between populations and the building of trust and understanding while eliminating stereotypes and misconceptions.
- V.1.A3** Promote the adoption of organizational training policies and the participation of the public for cultural awareness, safety and competency training.
- V.1.A4** Support violence against women organizations in educating the public and increasing access to resources for victims of gender-based violence.
- V.1.A5** Increase community awareness and understanding of human trafficking through public education.
- V.2.A1** Public education to make roadways, waterways and trails safer.
- V.2.A2** Maintain proactive measures and enforcement of the "Big Four" causal factors of roadway accidents. (Impaired, speeding/aggressive driving, inattentive/distracted driving and lack of occupant restraint and safety equipment).
- V.3.A1** Promote and support legal services that eliminate or reduce the direct cost of the service for clients.

## VI. Environment & Sustainability



### Goal Outcomes:

- VI.1** Foster a sense of community and community building around the natural environment in the region
- VI.2** Create plans for mitigating effects of climate change and adverse natural events in communities.

### Activities can include:

- VI.A1** Build coalitions for recreational, advocacy and educational activities around the natural environment in the region.
- VI.A2** Make space for the involvement of the Indigenous communities and their traditional knowledge and expertise in environmental planning for the region.
- VI.A3** Solicit the involvement of resource industries through commitments to environmental sustainability and reinvestments into the community.
- VI.A1** Build coalitions for the development of local climate action plan(s).

## Moving Forward

### **Implementing the Plan**

For the CSWB Plan's implementation, appropriate and achievable inputs and outputs will need to be affirmed by the municipalities, partners and community stakeholders. Then, the plan's collective stakeholders must then join in the commitment to implement them. Inputs comprise of financial, human, material and information resources dedicated to the initiative/program (e.g., grant funding, dedicated human and capital resources, agreed partnership, etc.). Outputs are direct products or services resulting from the implementation of the plan's activities (e.g., multisector collaboration, clients connected to service, development of a plan, completion of a program, etc.). While community buy-in, coordination and collaboration are important to make gains on the plan's goals, targeted financial resource commitments from senior levels of government to fund relevant strategic activities will need necessary to see the plan's goals to fruition.

### **Role of the Plan Leads, the Municipalities and Partners**

The Timiskaming District has prepared a CSWB Plan for the 23 municipalities in the district and the Municipality of Temagami. This approach was pursued given the size of many of the municipalities in the district and the interconnectedness of communities as many residents regularly travel between them for services, employment, purchases and leisure. Additionally, many service providers span the entire district, benefiting from one collective plan. A district plan aligns with the principle of Collective Impact, that through a common agenda, shared measurement, mutually reinforcing activities, and communication the district should be more successful at creating change and impact for its communities.

To create effective governance of a district wide CSWB Plan, it is recommended that a Plan Lead is established. The Plan Lead could be one organization or a partnership of multiple organizations. The role of the Plan Lead would be the responsibility of organizing the necessary working groups for the implementation of the CSWB Plan and supporting the working groups' progress. This would require both leadership (e.g., CSWB Plan Chair) and coordination (e.g., CSWB Plan Implementation Coordinator) capacity from the Plan Lead. To do this, it is recommended that the Plan Lead would introduce a dedicated CSWB Plan resource role (full or part-time) to manage the implementation of the plan overseen by a senior leader in the organization acting as the CSWB Plan Chair. The necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments. This collective district funding approach is highly recommended, as should any municipality choose to pursue the implementation of a CSWB individually, it would be expected that they would ultimately incur greater relative costs while duplicating efforts and likely having difficulty achieving the same impact alone compared to the rest of the district.

An example of a CSWB Plan Lead would be the DTSSAB and/or the Timiskaming Health Unit. They are well situated for the role given their organizations' district-wide service mandate and the span and relevance of the scope of their work in relation to community safety and well-being. It would also be a natural continuation of their leadership in the development of the CSWB Plan as part of the Steering Committee.

The Plan Lead will need the active involvement and support of the municipalities, community partners and community engagement in order to successfully implement the plan. While the Plan Lead will provide a central, steering position, it will rely on participants of various working groups to design and implement relevant plan activities. For the implementation of the CSWB Plan, the role of the Plan Lead will primarily be the following areas below, supported by municipalities and community partners.

## 1. Advocacy

- a. Municipal endorsements
- b. Supporting initiatives
- c. Lobbying for initiatives

## 2. Convening

- a. Meeting with stakeholder groups
- b. Brokering partnerships and committees
- c. Organizing CSWB Plan working groups and supporting their development and process

## 3. Monitoring

- a. Data collection and reporting
- b. Reviewing outcomes
- c. Amplifying finding

# Performance Measurement Framework

A Performance Measurement Framework (PMF) is important so that community progress can be tracked and evaluated against the CSWB plan. A PMF should correspond with the strategic priorities, as follows:

1. From the plan's strategies, list the identified outcomes, as well as the outputs once they are determined. It is important to measure both outputs and outcomes – output indicators show that planning partners are doing the activities they set out to do, and outcome indicators show that their activities and outputs are having the desired impact or benefit on the community or target group.
2. Develop key performance indicators;
  - a. Quantitative indicators – these are numeric or statistical measures that are often expressed in terms of unit of analysis (the number of, the frequency of, the percentage of, the ratio of, the variance with, etc.).
  - b. Qualitative indicators – qualitative indicators are judgment or perception measures. For example, this could include the level of satisfaction from program participants and other such feedback.
3. Record the baseline data; information captured initially to establish the starting level of information against which to measure the achievement of the outputs or outcomes.
4. Forecast the achievable targets; the “goal” used as a point of reference against which planning partners will measure and compare their actual results against.
5. Research available and current data sources; third party organizations that collect and provide data for distribution. Sources of information may include project staff, other agencies, organizations, participants and their families, members of the public and the media.
6. List the data collection methods; where, how and when planning partners will collect the information to document their indicators (i.e., survey, focus group).
7. Indicate data collection frequency; how often the performance information will be collected.
8. Identify who has responsibility; the person or persons who are responsible for providing and/or gathering the performance information and data.

A PMF for the plan has been started with the goal outcomes, indicators, data sources and reporting frequencies. The establishment of baseline data and future targets can be added in forthcoming evaluation iterations. Currently, all indicators are identified as being reviewed on an annual basis, but this can be tailored based on the speed and relevance at which different data sources are collected. Additional data sources may be identified at later dates and can be used to update the plan or improve indicator fidelity.

# Performance Measurement Framework Table



## I. Health and Well-being

Goal Outcomes	Indicators	Data Sources	Frequency
<b>I.1.</b> Ensure timely access to health services by increasing services and reducing wait times.	<b>I.1.M1</b> Percentage of residents in THU catchment area who have a regular healthcare provider. <b>I.1.M2</b> Average time spent in Emergency Departments by presenting patients. <b>I.1.M3</b> Length of stay of inpatients designated as alternate level of care and average long-term care home waitlists.	<ul style="list-style-type: none"> <li>• Statistics Canada</li> <li>• Health Quality Ontario</li> <li>• Public Health Ontario</li> <li>• THU</li> <li>• Temiskaming Hospital</li> <li>• Blanche River</li> </ul>	<b>Annual</b>
<b>I.2.</b> Ensure health services are equitable and accessible to all by removing identified barriers.	<b>I.2.M1</b> A process of evaluating competency of Equity, Diversity and Inclusion is applied to all health services. <b>I.2.M2</b> Number of actions directed at breaking down stigmas of mental health, addiction and disenfranchised individuals accessing services <b>I.2.M3</b> Number of new services and service expansions for better access, such as but not limited to geography, service delivery model, technology, hours of operations.	<ul style="list-style-type: none"> <li>• CMHA</li> <li>• NEOFACS</li> <li>• FHTs</li> <li>• CSCT</li> <li>• Temiskaming Hospital</li> <li>• Blanche River</li> <li>• Mino M'Shki-Ki</li> </ul>	<b>Annual</b>
<b>I.3.</b> Reduce the incidence of mental health and substance misuse crises in the community.	<b>I.3.M1</b> Total capacity of community supports for MH&A services. <b>I.3.M2</b> Incidence rate of MH&A visits to Emergency Departments. <b>I.3.M3</b> Incidence rate of emergency calls for overdoses. <b>I.3.M4</b> Incidence rate of fatal overdoses.	<ul style="list-style-type: none"> <li>• Public Health Ontario</li> <li>• OPP</li> <li>• Office of the Coroner</li> </ul>	<b>Annual</b>
<b>I.4.</b> Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs and caregivers.	<b>I.4.M1</b> Number of home assessments completed by occupational therapists. <b>I.4.M2</b> Number of older adults and caregivers assisted in identifying and removing hazards to living safely in the home.	<ul style="list-style-type: none"> <li>• DTSSAB</li> <li>• Temiskaming Home Support</li> <li>• Ontario Health Community Care</li> <li>• Temiskaming Hospital</li> <li>• Blanch River</li> </ul>	<b>Annual</b>
<b>Suggested Activities:</b> <b>I.1.A1</b> Build coalitions to attract and retain health professionals and services. <b>I.1.A2</b> Where service gaps are identified increase focus on those gaps to address the lack of service by increasing the services and availability of those services. <b>I.2.A1</b> Develop an equity, diversity and inclusion evaluation tool for health services to identify equity and accessibility barriers for all populations. <b>I.3.A1</b> Build coalitions to expand mental health and addictions services. <b>I.4.A1</b> Work with organizations to break down barriers to accessing home support services and encourage older adults to ask for help.			

## II. Housing



Goal Outcomes	Indicators	Data Sources	Frequency
<p><b>II.1</b> Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.</p>	<p><b>II.1.M1</b> Number of housing development partnerships resulting in new builds</p> <p><b>II.1.M2</b> Community rental vacancy rates and average rental rates.</p> <p><b>II.1.M3</b> Percentage of households who spend &gt;30% of income on shelter costs.</p> <p><b>II.1.M4</b> Average wait times for affordable housing applicants.</p> <p><b>II.1.M5</b> Number of seniors present on housing waitlist.</p>	<ul style="list-style-type: none"> <li>• DTSSAB</li> <li>• TMA</li> <li>• Statistics Canada</li> </ul>	<p><b>Annual</b></p>
<p><b>II.2</b> Create more path ways to housing through transitional and supportive housing options and services.</p>	<p><b>II.2.M1</b> Number of individuals who are engaged in services designed to help obtain and/or retain housing.</p> <p><b>II.2.M2</b> Number of transitional housing units.</p>	<ul style="list-style-type: none"> <li>• DTSSAB</li> <li>• CMHA</li> <li>• Salvation Army</li> </ul>	<p><b>Annual</b></p>
<p><b>II.3</b> Serve community members experiencing homelessness through expanded shelter services.</p>	<p><b>II.3.M1</b> Number of shelter beds.</p> <p><b>II.3.M2</b> Utilization of shelter services and average length of stay of shelter users.</p>	<ul style="list-style-type: none"> <li>• DTSSAB</li> <li>• Pavilion's Women's Centre</li> <li>• Zack's Crib</li> <li>• Timiskaming Home Support</li> </ul>	<p><b>Annual</b></p>
<p><b>Suggested Activities:</b></p> <p><b>II.1.A1</b> Create a district housing assessment tool to scope, measure and evaluate the status and availability of affordable housing in the area.</p> <p><b>II.1.A2</b> Work with municipalities to create targets and measures for their affordable housing plans.</p> <p><b>II.2.A1</b> Build coalitions to develop new social and supportive housing.</p> <p><b>II.3.A1</b> Support the development, launch and operations of new shelters in the region, starting with Zack's Crib.</p> <p><b>II.3.A2</b> Utilise the By Name List, and keep current, as a tool to prioritise those who are in need of housing.</p> <p><b>II.3.A3</b> Create a working group on housing that adheres to the Reaching Home goals, funding and principles.</p>			

### III. Employment and Economy



Goal Outcomes	Indicators	Data Sources	Frequency
<b>III.1</b> Promote education, skills and training for local jobs to create career pathways for local workforce opportunities.	<b>III.1.M1</b> Rates of high school graduation and post-secondary education and training. <b>III.1.M2</b> Number of local work placements filled that originate from employer/educator partnerships.	<ul style="list-style-type: none"> <li>• Statistics Canada</li> <li>• Ontario Ministry of Education</li> <li>• Northern College</li> <li>• District School Boards</li> <li>• TMA</li> <li>• Enterprise Timiskaming</li> </ul>	<b>Annual</b>
<b>III.2</b> Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills.	<b>III.2.M1</b> Rates of unemployment among residents. <b>III.2.M2</b> Number of Ontario Works clients. <b>III.2.M3</b> Percentage of labour force employed full-time. <b>III.2.M4</b> Number of individuals who participate in employment services.	<ul style="list-style-type: none"> <li>• Statistics Canada</li> <li>• DTSSAB</li> <li>• Northern College</li> </ul>	<b>Annual</b>
<b>III.3</b> Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce.	<b>III.3.M1</b> Percentage of post-secondary students who receive an employment offer within the region within 1 year of graduating.	<ul style="list-style-type: none"> <li>• Northern College</li> <li>• DTSSAB</li> </ul>	<b>Annual</b>
<p><b>Suggested Activities:</b></p> <p><b>III.1.A1</b> Complete a human resource gap analysis to understand and scope the region's human resource needs.</p> <p><b>III.1.A2</b> Create partnerships between employers and educators to create and promote career pathways for local workforce opportunities through featured education, skills and training.</p> <p><b>III.2.A1</b> Promote and support the employment services in the region to increase engagement by those who are unemployed or underemployed.</p> <p><b>III.3.A1</b> Build coalitions to develop new recruitment and retention strategies for identified jobs with frequent long-term vacancies and high rates of turnover.</p> <p><b>III.3.A2</b> Create multicultural/language programs to help bring newcomers and international students into the local labour force.</p>			



## IV. Poverty



Goal Outcomes	Indicators	Data Sources	Frequency
<b>IV.1</b> Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages.	<b>IV.1.M1</b> After-tax median income of families. <b>IV.1.M2</b> Percentage of persons on low income based on low-income cut-off (LICO).	<ul style="list-style-type: none"> <li>• Statistics Canada</li> </ul>	<b>Annual</b>
<b>IV.2</b> Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services.	<b>IV.2.M1</b> Number and frequency of public transportation services and routes in operation. <b>IV.2.M2</b> Utilization of public transportation services. <b>IV.2.M3</b> Number of transportation forms filled by ODSP and OW recipients.	<ul style="list-style-type: none"> <li>• Municipalities</li> <li>• TMA</li> </ul>	<b>Annual</b>
<b>IV.3</b> Reduce food insecurity experienced in the region.	<b>IV.3.M1</b> Number of individuals accessing food assistance programs. <b>IV.3.M2</b> Number of children relying on breakfast programs in schools or backpack programs. <b>IV.3.M3</b> Percentage of households that are moderately or severely food insecure.	<ul style="list-style-type: none"> <li>• Salvation Army</li> <li>• DTSSAB</li> <li>• Statistics Canada</li> <li>• THU</li> <li>• Canadian Red Cross</li> </ul>	<b>Annual</b>
<p><b>Suggested Activities:</b></p> <p><b>IV.1.A1</b> Build anti-poverty coalitions and plans to address food insecurity, housing and unemployment and increase understanding of poverty.</p> <p><b>IV.1.A2</b> Determine what businesses/services offer “affordable access” for vulnerable groups (reduced rate, enhanced service, subsidy etc.).</p> <p><b>IV.2.A1</b> Complete a public transportation assessment to understand where transportation gaps exist in the region.</p> <p><b>IV.2.A2</b> Build regional transportation coalitions to increase access and availability.</p>			

## V. Community Safety



Goal Outcomes	Indicators	Data Sources	Frequency
<p><b>V.1</b> Increase the public's perception of safety and belonging in their communities.</p>	<p><b>V.1.M1</b> Percentage of population who feel safe in their communities and residents' perception of the rate of crime in their communities.</p> <p><b>V.1.M2</b> Percentage of population experiencing discrimination in the past 5 years based on ethnocultural characteristics.</p> <p><b>V.1.M3</b> Police statistics of rates of victims of crimes.</p>	<ul style="list-style-type: none"> <li>• OPP</li> <li>• Statistics Canada</li> <li>• CSWB surveys</li> <li>• Timiskaming Vital Signs</li> </ul>	<p><b>Annual</b></p>
<p><b>V.2</b> Improve road safety and reduce causal factors of roadway accidents.</p>	<p><b>V.2.M1</b> Number of collisions, injuries and fatalities in our communities involving motorized vehicles.</p> <p><b>V.2.M2</b> Number of impaired related motorized vehicle incidents.</p>	<ul style="list-style-type: none"> <li>• OPP</li> </ul>	<p><b>Annual</b></p>
<p><b>V.3</b> Ensure access to affordable justice for all residents.</p>	<p><b>V.3.M1</b> Number of legal services that provide subsidized legal services for vulnerable clients.</p>	<ul style="list-style-type: none"> <li>• Legal Aid Ontario</li> </ul>	<p><b>Annual</b></p>
<p><b>Suggested Activities:</b></p> <p><b>V.1.A1</b> Coordinate training and public awareness related to addressing racism.</p> <p><b>V.1.A2</b> Build coalitions for community cohesiveness by breaking down barriers between populations and building trust and understanding while eliminating stereotypes and misconceptions.</p> <p><b>V.1.A3</b> Promote the adoption of organizational training policies and the participation of the public for cultural awareness, safety and competency training.</p> <p><b>V.1.A4</b> Support violence against women organizations in educating the public and increasing access to resources for victims of gender-based violence.</p> <p><b>V.1.A5</b> Increase community awareness and understanding of human trafficking through public education.</p> <p><b>V.2.A1</b> Public education to make roadways, waterways and trails safer.</p> <p><b>V.2.A2</b> Maintain proactive measures and enforcement of the “Big Four” causal factors of roadway accidents. (Impaired, speeding/aggressive driving, inattentive/distracted driving and lack of occupant restraint and safety equipment).</p> <p><b>V.3.A1</b> Promote and support legal services that eliminate or reduce the direct cost of the service for clients.</p>			

## VI. Environment and Sustainability



Goal Outcomes	Indicators	Data Sources	Frequency
<b>VI.1</b> Foster a sense of community and community building around the natural environment in the region	<b>VI.1.M1</b> Percentage of population that is satisfied with the opportunities to enjoy the outdoors and the natural environment in their community. <b>VI.1.M2</b> Percentage of population that agrees that their community is proactive in protecting and stewarding the environment. <b>VI.1.M3</b> Number of reported renewable energy or sustainable practices initiatives/policies in place.	<ul style="list-style-type: none"> <li>• CSWB surveys</li> <li>• Timiskaming Vital Signs</li> <li>• Municipalities</li> <li>• Private Sector</li> <li>• Charlton Sustainability Hub</li> </ul>	<b>Annual</b>
<b>VI.2</b> Create plans for community effects of climate change and adverse natural events.	<b>VI.2.M1</b> Up to date Emergency Response Plans.	<ul style="list-style-type: none"> <li>• Municipalities</li> </ul>	<b>Annual</b>
<p><b>Suggested Activities:</b></p> <p><b>VI.1.A1</b> Build coalitions for recreational, advocacy and educational activities around the natural environment in the region.</p> <p><b>VI.1.A2</b> Make space for the involvement of the Indigenous communities and their traditional knowledge and expertise in environmental planning for the region.</p> <p><b>VI.1.A3</b> Solicit the involvement of resource industries through commitments to environmental sustainability and reinvestments into the community.</p> <p><b>VI.2.A1</b> Build coalitions for the development of local climate action plan(s).</p>			

# Appendixes

## Plan Guiding Principles

Four guiding principles are recommended to help the CSWB Plan's implementation and ultimate success. These are informed by best practices for community development initiatives.

## Collective Impact

A strategy of collective impact is important for the Plan to be successful. This form of collaboration brings people together in a structured way towards a common agenda and plan of action to address a complex social problem.<sup>41</sup> The collective impact approach is characterized by five core elements that facilitate effective cross-sector collaboration and the resulting population-level impacts. The underlying elements of collective impact for the Plan include:

- **Common agenda:** All participants share a vision for change that includes a common understanding of the problem and a joint approach to solving the problem through agreed-upon actions.
- **Shared measurement:** All participants agree on how to measure and report on progress, with a shortlist of common indicators identified to drive learning and improvement.
- **Mutually reinforcing activities:** A diverse set of stakeholders, typically across sectors, coordinate a set of differentiated and mutually reinforcing activities.
- **Continuous communication:** All players are engaged in frequent, structured communication to build trust, assure mutual objectives and create common motivation.

Partnerships are critical to addressing community risk issues. Many community challenges cut across multiple sectors and government ministries, therefore coordination and activities by several community agencies will be needed to achieve the Plan's goals. The CSWB Plan actions will enhance partnerships within the community and increase inter-agency partnership. The support of agencies' senior leadership is critical, to empower staff to prioritize partnerships and sustain and build momentum for cross-agency initiatives when faced with competing priorities.

## Social and environmental determinants of health

The conditions in which people are born, grow, work, live and age influence their overall health and well-being. These conditions, known as the social determinants of health, include social and economic factors that can positively or negatively influence health outcomes.<sup>42</sup> The social determinants of health can include income, employment and working conditions, education and literacy, childhood experiences, physical environments, social supports and coping skills, healthy behaviours, access to health services, genetic dispositions, gender, culture and race/racism. Likewise, several environmental factors, such as outdoor and household air pollution, drinking water contamination, occupational exposure to hazardous materials and built environments that discourage physical activity, influence the risk and experience of chronic disease. Recognizing that factors outside the control of individuals can influence their well-being impacts the types of preventive and upstream actions that are needed to influence population health.

## Applying An Equity Lens

Applying an equity lens is a consistent theme throughout the CSWB Plan. Equity refers to fair, just and respectful treatment that recognizes and acknowledges the need to treat people differently depending on their needs and circumstances. It involves the removal of barriers to address historic and current disadvantages for under-represented and marginalized groups. Marginalized populations face inequities in access and outcomes due to systemic barriers and historic disadvantages. This hinders their ability to feel safe and live to their full potential. As part of an equity lens, there will be consideration of anti-racist, anti-oppressive and culturally safe approaches to the work.

## **Anti-Racism**

Anti-racism is a process of actively identifying and opposing racism. The goal of anti-racism is to challenge racism and actively change the policies, behaviours, and beliefs that perpetuate racist ideas and actions. Anti-racism is rooted in action. It is about taking steps to eliminate racism at the individual, institutional, and structural levels.

A history of systemic marginalization of Indigenous peoples has manifested as continued inequitable outcomes at the community level. Indigenous residents experience a higher incidence of morbidity and mortality, lower levels of educational attainment, and fewer economic opportunities.<sup>43</sup> These experiences require sustained proactive action and focus, which places Indigenous residents at risk of competing priorities and burnout when advocating for themselves. When talking about inequitable outcomes, it is important to recognize that Indigenous peoples in Canada are not another equity-seeking group, as they are the original inhabitants of this land and are in fact sovereign peoples.

In the CSWB Community Survey, 64% of participants agreed that there are racist attitudes and/or behaviours present in the Timiskaming Districts. While the survey profile has its limitations as is not a fully community-wide poll, the level of awareness of this issue and the ability to speak to this says a lot about the motivation of the sample of the community to address racism and its inherent impacts. Awareness is a huge step in addressing racism and shows a commitment from the community towards an acknowledgement of the issue, which is a necessary step towards empowering those that are oppressed through racism.

## **Key Industries in the District**

The 1903 silver rush in Cobalt and the arrival of the railroad greatly stimulated the development of the rest of Northern Ontario. While most of the mines in Cobalt were depleted and shut down by the 1970's, there still is plenty of mining activity in the District to this day. In Kirkland Lake is the "Mile of Gold", a line of 7 major mines that yielded extraordinary wealth for over 80 years from one of the world's largest deposits of gold. With the more recent rise in the price of gold, companies are reopening mines that were mothballed for decades, offering many new jobs and sparking an economic recovery in the area. Northern College's Haileybury School of Mines strives to support the local industry by fostering a global network of leaders in mining and related technologies.

In the second half of the 19<sup>th</sup> century, the forestry industry around Lake Timiskaming was developed through the Ottawa riverway system. The Ottawa River and its tributaries provided access to large tracts of forest, and allowed timber to float long distances at a time when there was no road or rail system available. Forestry remains active in the region to this day, managed through the Timiskaming Forestry Alliance and with First Nations, municipalities and logging companies recently forming the Temagami Management Unit. While harvesting across northern Ontario was seen to be down by about 50% from its peak in the early years of the 2000s, harvest rates on the 'Timiskaming Forest' that encompasses much of the District have remained high.<sup>44</sup>

The first settlers were attracted to the rich farmland in the clay belt of northeastern Ontario. Today, agriculture is still vital to the economy of the Timiskaming region. In 2005, farmers in the District reported a total of \$49.8 million in gross farm receipts which was the highest value of any District in northern Ontario.<sup>45</sup> Northern College's Haileybury Campus provides a number of specialized agricultural programs, connecting students directly with areas of the industry's growth.

# Appendixes

## What Community Safety and Well-being means to you?

Timiskaming District residents were asked, “What Community Safety and Well-being means to you?” Community responses taken from the Timiskaming District’s CSWB Survey included:



## Community Survey

Timiskaming District residents were asked, “What Community Safety and Well-being means to you?” Community responses taken from the Timiskaming District’s CSWB Survey included:

The Survey has had 509 English and 10 French survey responses for a total of 519 participants.

The survey consisted of 11 pages, and a total of 50 total questions collecting information regarding:

- o Education
- o Employment
- o Housing
- o Recreation and Culture
- o Mental Health
- o Substance Use
- o Environment and Sustainability
- o Community Safety and Perceptions of Crime
- o Equity in the Community
- o Community Well-Being
- o Demographic Information

Survey Highlights: survey participants...

- Feel that educational or training opportunities are unaffordable (32% - question #6)
- Have concerns about having enough money to pay for housing/rent, food, clothing, utilities and/or other basic necessities (38% - question 11)
- Feel that their community is not proactive in creating options to improve affordable housing (49% - question 14)
- Agree that their community needs enhanced emergency shelter services to address homelessness in the community (54% - question #15)
- Agree that their community needs additional temporary/transitional housing to help people in crisis reach permanent housing (67% - question #16)
- Agree that their community needs additional seniors housing, assisted living and long term care residences to help people age safely in our communities (85% - question #17)
- Agree that climate change is a risk to their community (52% - question #22)
- Agree that environmental pollution is a risk to my community (55% - question #23)
- Feel that there are **not** sufficient mental health services in the Timiskaming District to serve the needs of the community (68% - question #27)
- Feel that there are **not** sufficient addiction services in the Timiskaming District to serve the needs of the community (60% - question #30)
- >1/3 feel somewhat unsafe in their community (37% - question #32)
- Feel that over the last three years, do you think crime in their community has increased (61% - question #35)
- Agree that there are racist attitudes and/or behaviours present in their community (64% - question #40)
- The top voted priority areas were: (question #43)
  1. Housing (14%)
  2. MH&A services (14%)
  3. Health services (13%)
  4. Road safety (10%)
  5. Employment service (9%)

## Glossary of Acronyms

**CMHA** –Canadian Mental Health Association

**EMS** –Emergency Medical Services

**EMTs** – Emergency Medical Technicians

**GED** – General Educational Development (certified Canadian high school equivalency)

**LTC** – Long Term Care

**LICO** – Low-income cut-off

**MCRT** –Mobile Crises Response Team

**NEOFACS** – North Eastern Ontario Family and Child Services

**ODSP** – Ontario Disability Support Program

**OMEM** – Ontario Mobilization and Engagement Model for Community Policing

**OPP** – Ontario Provincial Police

**OW** – Ontario Works

**PMF** – Performance Measurement Framework

**SCWW** – Seniors Centre Without Walls

**TPU** – Timiskaming Health Unit

**VAW** – Violence Against Women

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<sup>1</sup>2021 Census. Statistics Canada.

<sup>2</sup>Preliminary Patterns in Circumstances Surrounding Opioid-Related Deaths in Ontario during the COVID-19 Pandemic. The Ontario Drug Policy Research Network. 2020.

<sup>3</sup>Timiskaming Substance Use Disorder Support Program Briefing. Timiskaming Opioid Poisoning Prevention Task Force. July 2021.

<sup>4</sup>Statistics Canada (2021). Table 13-10-0113-01 Health characteristics, two-year period estimates.

<sup>5</sup>Statistics Canada (2021).

<sup>6</sup>Why Canada is losing affordable rental housing faster than it's being built. The Fifth Estate. CBC. March 2022.

<sup>7</sup> Report of the Ontario's Housing Affordability Task Force. Ontario Housing Affordability Task Force. February 2022.

<sup>8</sup>Collective Impact Forum. Collective impact principles of practice.

<https://www.collectiveimpactforum.org/sites/default/files/Collective Impact Principles of Practice.pdf>

<sup>9</sup>Government of Canada. Social determinants of health and health inequalities. <https://www.canada.ca/en/public-health/services/health-promotion/population-health/what-determines-health.html>

<sup>10</sup>Pampalon, R. "Health Disparities in Rural Areas in Quebec." Journal of Social Science Medicine. 33 no. 4, (1991):355-360.

<sup>11</sup>Statistics Canada (2021). Table 13-10-0113-01 Health characteristics, two-year period estimates.

<sup>12</sup>Statistics Canada (2021). Table 13-10-0113-01 Health characteristics, two-year period estimates.

<sup>13</sup>Statistics Canada (2021). Table 13-10-0113-01 Health characteristics, two-year period estimates.

<sup>14</sup>Statistics Canada (2021). Table 13-10-0113-01 Health characteristics, two-year period estimates.

<sup>15</sup>Interview with Temiskaming Hospital.

<sup>16</sup>Statistics Canada (2021). Table 13-10-0113-01 Health characteristics, two-year period estimates.

<sup>17</sup>Annual Demographics Estimates: Canada, Provinces and Territories, 2017

<sup>18</sup>Timiskaming Seniors; Centre Without Walls Executive Summary. Timiskaming Health Unit. October 2019.



- <sup>19</sup>Statistics Canada (2021). Table 13-10-0113-01 Health characteristics, two-year period estimates.
- <sup>20</sup>Statistics Canada (2017). Timiskaming Health Unit Census Profile. 2016 Census.
- <sup>21</sup>Statistics Canada (2017). Timiskaming Health Unit Census Profile. 2016 Census.
- <sup>22</sup>Statistics Canada (2017). Timiskaming Health Unit Census Profile. 2016 Census.
- <sup>23</sup>Mirowsky J., Ross C. Education, personal control, lifestyle, and health. A human capital hypothesis. *Res. Ag.* 1998;20:415-449. doi: 10.1177/0164027598204003.
- <sup>24</sup>Statistics Canada (2017). Timiskaming Health Unit Census Profile. 2016 Census.
- <sup>25</sup>Ontario Ministry of Education. Five-Year Graduation Rate. School Board Progress Reports 2020.
- <sup>26</sup>Statistics Canada (2017). Timiskaming Health Unit Census Profile. 2016 Census.
- <sup>27</sup>Basic statistics about poverty in Canada. *Canada Without Poverty*. 2022.
- <sup>28</sup>Statistics Canada (2017). Timiskaming Health Unit Census Profile. 2016 Census.
- <sup>29</sup>Basic statistics about poverty in Canada. *Canada Without Poverty*. 2022.
- <sup>30</sup>Food Insecurity Policy Research. Household food insecurity in Canada. 2018.
- <sup>31</sup>The cost of poverty. *Canada Without Poverty*. 2022.
- <sup>32</sup>Social Assistance Statistical Report: 2009-2013. Federal-Provincial-Territorial Directors of Income Support. 2016.
- <sup>33</sup>Statistics Canada (2017). Timiskaming Health Unit Census Profile. 2016 Census.
- <sup>34</sup>Prevalence, Severity and Impact of Household Food Security: A Serious Public Health Issue. *Dieticians of Canada*. 2016
- <sup>35</sup>Food Insecurity Policy Research. (2018, February 22). Household food insecurity in Canada.
- <sup>36</sup>Household Food Insecurity in Canada, 2014. Valerie Tarasuk, Andy Mitchell and Naomi Dachner. 2016.
- <sup>37</sup>Position Statement and Recommendations on Responses to Food Insecurity. *Ontario Dieticians in Public Health*. 2020.
- <sup>38</sup>Statistics Canada. Police-reported crime statistics in Canada. 2019.
- <sup>39</sup>OPP Temiskaming Detachment. 2020-2022 Action Plan.
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- <sup>41</sup>Collective Impact Forum. Collective impact principles of practice. <https://www.collectiveimpactforum.org/sites/default/files/Collective Impact Principles of Practice.pdf>
- <sup>42</sup>Government of Canada. Social determinants of health and health inequalities. <https://www.canada.ca/en/public-health/services/health-promotion/population-health/what-determines-health.html>
- <sup>43</sup>The College of Family Physicians of Canada. *Health and Health Care Implications of Systemic Racism on Indigenous Peoples in Canada*. 2016.
- <sup>44</sup>Timiskaming Forest Independent Forest Audit. ArborVitae Environmental Services. 2010.
- <sup>45</sup>Population and Agricultural Census (1996-2006)

MUNICIPALITY OF TEMAGAMI			
Report Prepared For:	Suzie Fournier, Municipal Clerk	Application Number:	ZBA 22-01
Report Prepared By:	Jamie Robinson, BES, MCIP, RPP and Patrick Townes, BA, BEd	Applicants:	Jeffrey De Decker and Melissa Sones
Location:	4570 Highway 11 North	Owners:	Same as Applicants
Report Date:	July 7, 2022	Application Type:	Zoning By-law Amendment

**A. RECOMMENDATION**

THAT Council receives the Planning Report dated July 7, 2022, respecting Zoning By-law Amendment No. 22-01; and,

THAT Council approves Zoning By-law Amendment No. 22-01 and passes By-law No. 22-1623.

**B. PROPOSAL/BACKGROUND**

A Zoning By-law Amendment application has been submitted by the owners of the subject property, located at 4570 Highway 11 North. The owners of the subject property are Jeffrey De Decker and Melissa Sones.

The general purpose and effect of the proposed amendment is to permit a dwelling unit within the portion of the subject property that is located within the Tourist Commercial (TC) Zone. The subject property is currently split-zoned: Tourist Commercial (TC) and Rural Residential (R3). The TC Zone is located on the shoreline half of the subject property and the R3 Zone is located on the highway half of the subject property.

A rezoning is required to permit the proposed dwelling unit within the portion of the subject property that is zoned TC. A dwelling unit is permitted as of right within the R3 Zone, however the Zoning By-law does not permit a dwelling unit as a principal use within the TC Zone (Sections 7.6.1 and 7.11.1 of the Zoning By-law). Additional site specific amendments are required to permit the attached deck to be located 11 metres from the shoreline and to recognize the existing shipping container on the subject property to be used as a dryland boathouse.

An Information Report was prepared and presented to Council at the Statutory Public Meeting held on May 26, 2022. The Information Report is attached to this Report, and provides a summary of the subject property and the proposal.

### C. PROPOSED AMENDMENT

The general purpose and effect of the proposed amendment is to permit a dwelling within the portion of the subject property that is located within the Tourist Commercial (TC) Zone on the subject property. The following amendments to the Zoning By-law are required:

- To rezone the subject property to a site specific Tourist Commercial (TC) Zone to permit a dwelling as a principal use on the shoreline half of the subject property.
- To retain both the permitted shoreline residential use and the permitted tourist commercial uses on the subject property.
- Section 6.50 - To permit a deck to encroach into the required front yard (15 metres from the shoreline) and to be located 11 metres from the shoreline. The By-law permits a deck to encroach into the rear yard only.
- Section 7.6.2 (Land Based Boathouse) b) - To permit a shipping container as a land based boathouse that is located 2 metres from the side lot line where 5 metres is required.

### D. COMMENTS RECEIVED

Temagami First Nation provided written comments on May 18, 2022 and on May 20, 2022. These comments have been attached to this Report.

The following is a summary of the comments received from Temagami First Nation:

- Temagami First Nation requested that the owners complete a phase two archaeological assessment be completed. The owners retained Woodland Heritage Northeast Archaeological Services to complete the phase two archaeological assessment and submitted a letter dated June 21, 2022 confirming that no archaeological resources were located within the proposed development envelope, in advance of submitting the formal report to the Ministry. The letter is attached to this Report. Temagami First Nation provided an email on June 23, 2022 confirming that they are satisfied with the work that took place (also attached).
- Temagami First Nation also provided comments and concerns that the tourist commercial uses were being removed from the subject property as a result of the proposed application. A response was provided to Temagami First Nation that clarified the following:
  - The subject property is currently split zoned – Tourist Commercial (TC) and Remote Residential (R3).
  - A dwelling is permitted as of right (ability to get a building permit) on the rear portion of the subject property.

- The application proposes to permit the dwelling on the front half of the property.
- A site specific zone is proposed that maintains permitted uses for both tourist commercial and residential uses.
- The application does not propose to remove development permissions for tourist commercial uses in the future.
- The owner has requested that the tourist commercial uses also be preserved, for future consideration.
- The tourist commercial uses are not being eliminated on the subject property.

The comments submitted by Temagami First Nation have been considered through the application process. There were no other comments received on the application.

## **E. POLICY AND REGULATORY CONSIDERATIONS**

The following is a review of the relevant policy and regulatory considerations that pertain to the proposed Zoning By-law Amendment.

### **Provincial Policy Statement**

The Provincial Policy Statement (PPS) was approved by the Ministry of Municipal Affairs and Housing on May 1, 2020, and is applicable to the subject property. In the context of the PPS, the subject property is considered as Rural Lands. Section 1.1.5.2 b) of the PPS permits resource-based recreational uses, including recreational dwellings on Rural Lands.

Section 1.6.4.4 of the PPS contains policies that permit individual on-site sewage services and individual on-site water services where municipal services are not available, provided that the site conditions are suitable for the long-term provision of such services. The subject property contains an existing septic system. The subject property is adequately sized to accommodate the required private water and septic services.

Section 2.1 of the PPS includes policies to protect natural heritage features, including wetlands, significant woodland, significant wildlife habitat, significant areas of natural and scientific interest, fish habitat and habitat of endangered and threatened species. The Official Plan does not identify any significant natural heritage features or areas on the subject property or within adjacent lands, and there are no negative impacts anticipated on environmental features.

Section 2.6 of the PPS includes policies regarding cultural heritage and archaeology. Section 2.6.2 states:

*"Development and site alteration shall not be permitted on lands containing archaeological resources or areas of archaeological potential unless significant archaeological resources have been conserved."*

The owners retained Woodland Heritage Northeast Archaeological Services to complete the phase two archaeological assessment and submitted a letter dated June 21, 2022 confirming that no archaeological resources were located within the proposed development envelope, in advance of submitting the formal report to the Ministry. Temagami First Nation provided an email on June 23, 2022 confirming that they are satisfied with the work that took place.

Section 3.1 of the PPS includes policies regarding natural hazards and the protection of new development. There are no known hazards on the subject property.

The proposed Zoning By-law Amendment is consistent with the PPS.

### Municipality of Temagami Official Plan

The subject property is located within the Marten River Neighbourhood and is designated as Tourist Commercial in the Official Plan. Permitted uses in the Marten River Neighbourhood focus on recreational, residential and tourist commercial uses. The proposed use is permitted on the subject property.

Section 6.4.6.3 of the Official Plan includes policies regarding the conversion of tourist commercial uses to residential uses. The subject property is vacant however is split zoned Tourist Commercial (TC) and Remote Residential (R3) in the implementing Zoning By-law. The Zoning By-law Amendment seeks to apply the development permissions for a dwelling to the shoreline half of the property which is zoned TC. Section 6.4.6.3 of the Official Plan includes the following:

*"The conversion of a Tourist Commercial use, existing on the date this policy comes into force, to a residential use consisting of no more than four single detached dwelling lots shall be subject to an amendment to the Zoning By-law and shall be subject to site plan approval. As such, the residential lots will retain a tourist commercial land use designation."*

*"In considering the conversion of a tourist commercial use to a single detached residential use, the Municipality shall have regard to:*

- *The adequacy of the proposed water supply and sewage disposal system for each proposed use and/or lot;*
- *The size and shape of the proposed lots; and*

- *Demonstrated ability that the dock locations are suitable by study and/or approval by the appropriate authority."*

The subject property is of adequate size for a private water and sewage system; the lot size and shape is appropriate for the proposed use; and there is an existing dock on the subject property. The area is developed with residential and tourist commercial uses. There are no land use conflicts anticipated as a result of the application.

Section 2.14 and Section 9.24 of the Official Plan regarding cultural heritage features has been reviewed. The owners retained Woodland Heritage Northeast Archaeological Services to complete the phase two archaeological assessment and submitted a letter dated June 21, 2022 confirming that no archaeological resources were located within the proposed development envelope, in advance of submitting the formal report to the Ministry. Temagami First Nation provided an email on June 23, 2022 confirming that they are satisfied with the work that took place.

Section 2.17 of the Official Plan includes policies regarding waterfront development. It is a goal of the Municipality to maintain shorelines and the area between the shoreline and any buildings in their natural state and as a vegetative buffer, to protect the visual and environmental integrity of the lakes. The principle of development in the vegetative buffer shall be minimal disturbance on the ground, shrub and canopy layers. Natural vegetation within the setback shall be disturbed as little as possible, consistent with passage, safety and provision of views and ventilation. Rehabilitation of vegetation shall take place when it has been disturbed due to construction. The proposed attached deck is to encroach into the required front yard, however the majority of the front yard and shoreline activity area is to be maintained with the existing vegetation. A Site Plan Agreement will be required and will limit future vegetation removal within the undeveloped areas of the shoreline activity area in order to maintain the character and views from the lake.

Policies regarding natural heritage features and areas are included in Section 9.7.4 of the Official Plan. The Official Plan does not identify any significant natural heritage features or areas on the subject property or within adjacent lands.

The proposed Zoning By-law Amendment conforms to the Official Plan.

#### **Municipality of Temagami Zoning By-law**

The current development proposal on the subject property includes a dwelling to be located within the Tourist Commercial (TC) Zone on the subject property. The proposed deck attached to the permanent dwelling encroaches into the minimum required setback from the shoreline (15 metres) and into the Shoreline Activity Area. The deck is to be setback 11 metres from the

shoreline. The proposal also includes recognizing an existing shipping container to be used as a land based boathouse.

The permitted uses of the TC Zone include the following under Section 7.11.1 of the Zoning By-law: a tourist lodge, a tourist commercial establishment, a public campground, a private campground, a gas bar, a restaurant or tavern, a trailer park, a motel or hotel, a dwelling unit for the owner/operator/caretaker accessory to the main commercial use in accordance with Sections 6.15 and 7.5.2, and accessory buildings and uses in accordance with Section 7.11.3.

The permitted uses of the R3 Zone include the following under Section 7.6.1 of the Zoning By-law; a permanent dwelling unit or seasonal dwelling unit, a modular home, sleep cabins in accordance with Section 6.41, a water based boathouse in accordance with Section 6.06 or a land based boathouse in accordance with Section 6.06 and 6.40, a detached garage in accordance with Section 7.6.2, other accessory buildings in accordance with section 6.04 (By-law 07-745), a home occupation, in accordance with Section 6.23, a bed and breakfast establishment subject to Section 7.6.3.

When a property has more than one zone, Section 3.08 of the Zoning By-law applies:

*"Where a lot is divided into more than one zone, each such portion of said lot shall be considered separately for the purposes of determining zone provisions such as lot area, lot frontage, required front yard, side and rear yards and each such portion shall conform to the provisions of the appropriate zone, but no lot shall have more than one dwelling unit on the lot, except as specifically provided in this By-law."*

When applying Section 3.08 of the Zoning By-law to the subject property, the permitted uses and zone provisions of the TC Zone applies to the shoreline (front) portion of the subject property and the R3 Zone applies to the road (rear) portion of the subject property.

In addition to the above provisions, the proposed deck encroaches into the minimum setback from the shore (15 metres). Section 6.50 e) of the Zoning By-law includes provisions for yard and setback encroachments that are permitted. Subsection e) only permits decks to encroach into the rear yard of a property, and not a front yard.

The definition of the shoreline activity area structures includes decks however does not specifically reference attached decks to permanent dwellings and there are no provisions other than Section 6.50 that relate to the encroachment of structures attached to a permanent dwelling. The required setback for an attached deck to a permanent dwelling is 15 metres from the shoreline, and the proposed deck is to be located 11 metres from a shoreline.

Shipping containers are not specifically permitted within the TC or R3 Zones. The property owner may however use the shipping container as the base for a building (peaked roof, exterior siding, etc.) so that they can be considered an accessory building rather than a storage container. The shipping container is currently situated 2 metres from the southern side lot line where 5 metres is required.

The proposed Zoning By-law Amendment has been attached to this Report. The proposed Zoning By-law Amendment includes the required amendments and maintains both the permitted residential and tourist commercial uses on the subject property.

We have no concerns with the use of the shipping container on this lot as the base for a land-based boat house and have no concern with the setback from the side lot line. It is understood that the structure is screened from the lake and not negatively impact abutting property owners.

#### F. RECOMMENDATIONS

It is recommended that the proposed Zoning By-law Amendment be approved by Council. The comments submitted by Temagami First Nation have been addressed, and the proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement and conforms to the Official Plan. As a result, the proposed application represents good land use planning.

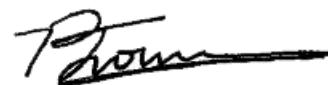
Attachments:

- 1) Information Report dated May 26, 2022
- 2) Temagami First Nation Comments dated May 18, 2022
- 3) Temagami First Nation Comments dated May 20, 2022
- 4) Letter submitted from Woodland Heritage Northeast Archaeological Services dated June 21, 2022
- 5) Temagami First Nation Sign-off Email dated June 23, 2022
- 6) Zoning By-law Amendment

Respectfully Submitted,  
MHBC Planning



Jamie Robinson, BES, MCIP, RPP  
Partner



Patrick Townes, BA, BEd  
Associate



<b>MUNICIPALITY OF TEMAGAMI</b>			
<b>Report Prepared For:</b>	Suzie Fournier, Municipal Clerk	<b>Application Number:</b>	ZBA 22-01
<b>Report Prepared By:</b>	Jamie Robinson, BES, MCIP, RPP and Patrick Townes, BA, BEd	<b>Applicants:</b>	Jeffrey De Decker and Melissa Sones
<b>Location:</b>	4570 Highway 11 North	<b>Owners:</b>	Same as Applicants
<b>Report Date:</b>	May 26, 2022	<b>Application Type:</b>	Zoning By-law Amendment

**A. RECOMMENDATION**

THAT Council receives the Information Planning Report dated May 26, 2022, respecting Zoning By-law Amendment No. 22-01; and,

THAT Council directs staff to prepare a subsequent Recommendation Planning Report, for presentation to Council at a subsequent Council Meeting, that considers the feedback and comments received at the May 26, 2022 Statutory Public Meeting.

**B. PROPOSAL/BACKGROUND**

A Zoning By-law Amendment application has been submitted by the owners of the subject property, located at 4570 Highway 11 North. The owners of the subject property are Jeffrey De Decker and Melissa Sones.

The general purpose and effect of the proposed amendment is to permit a dwelling unit within the portion of the subject property that is located within the Tourist Commercial (TC) Zone. The subject property is currently split-zoned: Tourist Commercial (TC) and Rural Residential (R3). The TC Zone is located on the shoreline half of the subject property and the R3 Zone is located on the highway half of the subject property.

A rezoning is required to permit the proposed dwelling unit within the portion of the subject property that is zoned TC. A dwelling unit is permitted as of right within the R3 Zone, however the Zoning By-law does not permit a dwelling unit as a principal use within the TC Zone (Sections 7.6.1 and 7.11.1 of the Zoning By-law). Additional site specific amendments are required to permit the attached deck to be located 11 metres from the shoreline and to recognize the existing storage container on the subject property.

The following information applies to the subject property:

- Located within the Marten River Neighbourhood in the Official Plan.
- Designated Tourist Commercial in the Official Plan.
- Split-zoned Tourist Commercial (TC) on the shoreline half of the subject property and Rural Residential (R3) on the Highway half of the subject property.

- Located on the west side of Highway 11 and has lot frontage on Angus Lake to the west.
- Surrounding land uses include a mix of tourist commercial (directly to the south) and seasonal dwelling units on other adjacent properties.
- Has a lot area of 1.75 hectares or 17,500 square metres.
- Has a lot frontage of 91 metres on Angus Lake.
- Contains an existing storage container, existing shed and deck, and existing floating dock.
- There are no environmental features identified on the subject property or within 120 metres.

The subject property is shown on Figure 1, and an excerpt of the Zoning By-law mapping is shown on Figure 2.

Figure 1: Subject Property

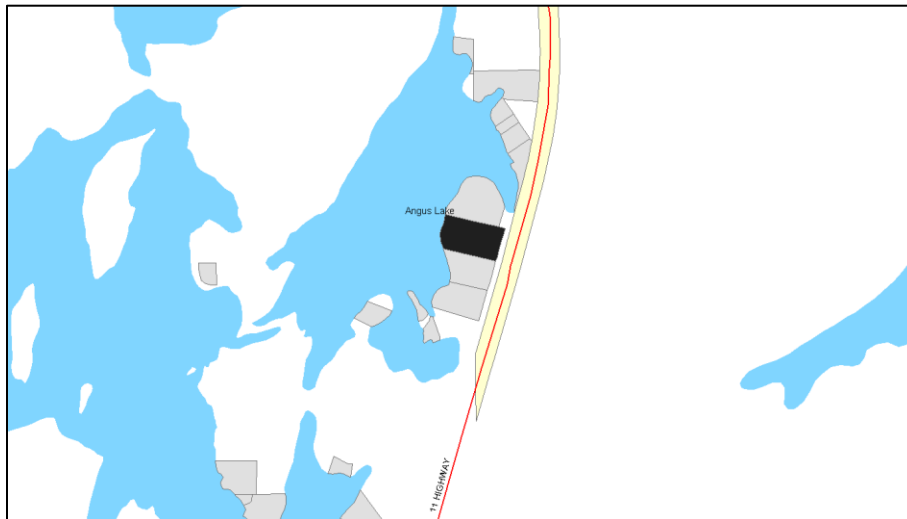
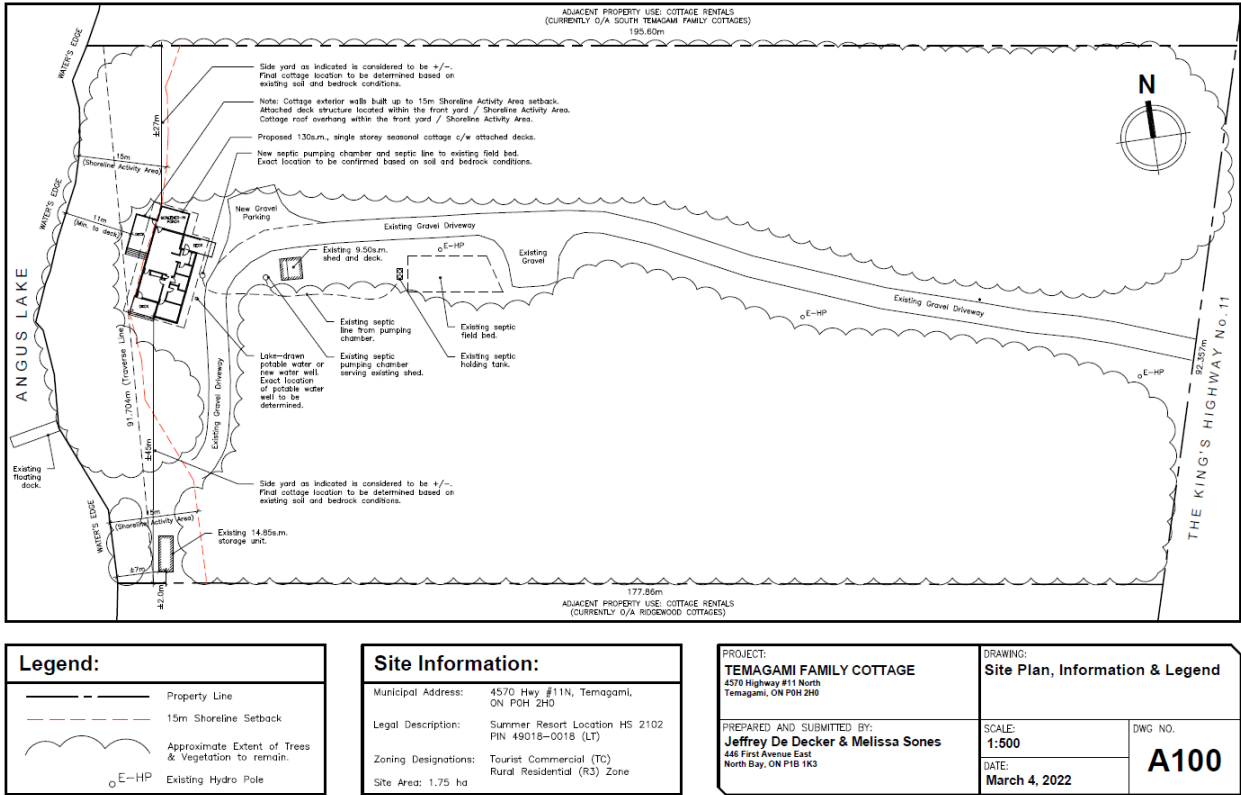


Figure 2: Excerpt of Zoning By-law Mapping



The proposed single storey dwelling has a floor area of 130 square metres or 1,400 square feet. The proposed dwelling is to be located 15 metres from the shoreline of Angus Lake, and includes an attached deck that is to be located 11 metres from the shoreline. The dwelling is located adjacent to the existing driveway on the subject property. The proposed site plan has been included as Figure 3 and is also attached to this Report.

Figure 3: Proposed Site Plan Drawing



The general purpose and effect of the proposed amendment is to permit a dwelling within the portion of the subject property that is located within the Tourist Commercial (TC) Zone on the subject property. The following amendments to the Zoning By-law are required:

- To rezone the subject property to a site specific Tourist Commercial (TC) Zone to permit a dwelling as a principal use on the shoreline half of the subject property.
- To retain both the permitted shoreline residential use and the permitted tourist commercial uses on the subject property.
- Section 6.50 - To permit a deck to encroach into the required front yard (15 metres from the shoreline) and to be located 11 metres from the shoreline. The By-law permits a deck to encroach into the rear yard only.
- Section 7.6.2 (Land Based Boathouse) b) - To permit a shipping container as a land based boathouse that is located 2 metres from the side lot line where 5 metres is required.

### **C. COMMENTS RECEIVED**

Temagami First Nation provided written comments on May 18, 2022. Temagami First Nation comments have been attached to this Report. The TFN has requested that a decision not be made until the results of a Phase 2 Archeological Assessment have been confirmed.

### **D. POLICY AND REGULATORY CONSIDERATIONS**

The following is a review of the relevant policy and regulatory considerations that pertain to the proposed Zoning By-law Amendment.

#### **Provincial Policy Statement**

The Provincial Policy Statement (PPS) was approved by the Ministry of Municipal Affairs and Housing on May 1, 2020, and is applicable to the subject property. In the context of the PPS, the subject property is considered as Rural Lands. Section 1.1.5.2 b) of the PPS permits resource-based recreational uses, including recreational dwellings on Rural Lands.

Section 1.6.4.4 of the PPS contains policies that permit individual on-site sewage services and individual on-site water services where municipal services are not available, provided that the site conditions are suitable for the long-term provision of such services. The subject property contains an existing septic system. The subject property is adequately sized to accommodate the required private water and septic services.

Section 2.1 of the PPS includes policies to protect natural heritage features, including wetlands, significant woodland, significant wildlife habitat, significant areas of natural and scientific interest, fish habitat and habitat of endangered and threatened species. The Official Plan does not identify any significant natural heritage features or areas on the subject property or within adjacent lands.

Section 2.6 of the PPS includes policies regarding cultural heritage and archaeology. Section 2.6.2 states:

*“Development and site alteration shall not be permitted on lands containing archaeological resources or areas of archaeological potential unless significant archaeological resources have been conserved.”*

Shorelines are considered areas of high potential for archaeological resources. The situation is unique in this case, due to the as-of-right development permissions for tourist commercial and residential uses. The main purpose of the Zoning By-law Amendment application is to transfer the development permissions for a dwelling from the rear half of the property to the front half. Notwithstanding the as-of-right development rights on the subject property, Temagami First Nation is recommending that a scoped archaeological assessment be completed for the proposed development. These comments have been attached to this Report

Section 3.1 of the PPS includes policies regarding natural hazards and the protection of new development. There are no known hazards on the subject property.

### **Municipality of Temagami Official Plan**

The subject property is located within the Marten River Neighbourhood and is designated as Tourist Commercial in the Official Plan. Permitted uses in the Marten River Neighbourhood focus on recreational, residential and tourist commercial uses.

Section 6.4.6.3 of the Official Plan includes policies regarding the conversion of tourist commercial uses to residential uses. The subject property is vacant however is split zoned Tourist Commercial (TC) and Remote Residential (R3) in the implementing Zoning By-law. The Zoning By-law Amendment seeks to transfer the development permissions for a dwelling to the shoreline half of the property which is zoned TC. Section 6.4.6.3 of the Official Plan includes the following:

*“The conversion of a Tourist Commercial use, existing on the date this policy comes into force, to a residential use consisting of no more than four single detached dwelling lots shall be subject to an amendment to the Zoning By-law and shall be subject to site plan approval. As such, the residential lots will retain a tourist commercial land use designation.”*

*“In considering the conversion of a tourist commercial use to a single detached residential use, the Municipality shall have regard to:*

- *The adequacy of the proposed water supply and sewage disposal system for each proposed use and/or lot;*
- *The size and shape of the proposed lots; and*
- *Demonstrated ability that the dock locations are suitable by study and/or approval by the appropriate authority.”*

Section 2.14 and Section 9.24 of the Official Plan regarding cultural heritage features has been reviewed. Temagami First Nation provided comments on May 19, 2022. Temagami First Nation is recommending that a scoped archaeological assessment be completed for the proposed development. These comments have been attached to this Report

Section 2.17 of the Official Plan includes policies regarding waterfront development. It is a goal of the Municipality to maintain shorelines and the area between the shoreline and any buildings in their natural state and as a vegetative buffer, to protect the visual and environmental integrity of the lakes. The principle of development in the vegetative buffer shall be minimal disturbance on the ground, shrub and canopy layers.

Natural vegetation within the setback shall be disturbed as little as possible, consistent with passage, safety and provision of views and ventilation. Rehabilitation of vegetation shall take place when it has been disturbed due to construction.

Policies regarding natural heritage features and areas are included in Section 9.7.4 of the Official Plan. The Official Plan does not identify any natural heritage features or areas on the subject property or within adjacent lands.

### **Municipality of Temagami Zoning By-law**

The current development proposal on the subject property includes a dwelling to be located within the Tourist Commercial (TC) Zone on the subject property. The proposed deck attached to the permanent dwelling encroaches into the minimum required setback from the shoreline (15 metres) and into the Shoreline Activity Area. The deck is to be setback 11 metres from the shoreline. The proposal also includes recognizing an existing storage container to be used as a land based boathouse.

The permitted uses of the TC Zone include the following under Section 7.11.1 of the Zoning By-law: a tourist lodge, a tourist commercial establishment, a public campground, a private campground, a gas bar, a restaurant or tavern, a trailer park, a motel or hotel, a dwelling unit for the owner/operator/caretaker accessory to the main commercial use in accordance with Sections 6.15 and 7.5.2, and accessory buildings and uses in accordance with Section 7.11.3.

The permitted uses of the R3 Zone include the following under Section 7.6.1 of the Zoning By-law; a permanent dwelling unit or seasonal dwelling unit, a modular home, sleep cabins in accordance with Section 6.41, a water based boathouse in accordance with Section 6.06 or a land based boathouse in accordance with Section 6.06 and 6.40, a detached garage in accordance with Section 7.6.2, other accessory buildings in accordance with section 6.04 (By-law 07-745), a home occupation, in accordance with Section 6.23, a bed and breakfast establishment subject to Section 7.6.3.

When a property has more than one zone, Section 3.08 of the Zoning By-law applies:

*“Where a lot is divided into more than one zone, each such portion of said lot shall be considered separately for the purposes of determining zone provisions such as lot area, lot frontage, required front yard, side and rear yards and each such portion shall conform to the provisions of the appropriate zone, but no lot shall have more than one dwelling unit on the lot, except as specifically provided in this By-law.”*

When applying Section 3.08 of the Zoning By-law to the subject property, the permitted uses and zone provisions of the TC Zone applies to the shoreline (front) portion of the subject property and the R3 Zone applies to the road (rear) portion of the subject property.

In addition to the above provisions, the proposed deck encroaches into the minimum setback from the shore (15 metres). Section 6.50 e) of the Zoning By-law includes provisions for yard and setback encroachments that are permitted. Subsection e) only permits decks to encroach into the rear yard of a property, and not a front yard.

The definition of the shoreline activity area structures includes decks however does not specifically reference attached decks to permanent dwellings and there are no provisions other than Section 6.50 that relate to the encroachment of structures attached to a permanent dwelling. The required setback for an attached deck to a permanent dwelling is 15 metres from the shoreline, and the proposed deck is to be located 11 metres from a shoreline.

Shipping containers are not permitted within the TC or R3 Zones. The property owner may use the storage containers as the base for a building (peaked roof, exterior siding, etc.) so that they can be considered a building rather than a storage container. The storage container is currently situated 2 metres from the southern side lot line where 5 metres is required.

## **E. RECOMMENDATIONS**

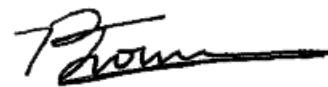
It is recommended that comments be received on the proposed Zoning By-law Amendment application at the Statutory Public Meeting, and further that Staff prepare a recommendation report to Council at a subsequent meeting with a recommendation on the application that considers the comments and feedback that is received.

Based on the comments from Temagami First Nation, it is recommended that the applicant undertake a scoped assessment in accordance with the comments received dated May 18, 2022, prior to Council making a decision on the Zoning By-law Amendment.

Respectfully Submitted,  
**MHBC Planning**



Jamie Robinson, BES, MCIP, RPP,  
Partner



Patrick Townes, BA, BEd  
Associate



# TEMAGAMI FIRST NATION

BEAR ISLAND,  
LAKE TEMAGAMI, ONTARIO P0H 1C0  
TEL 1.888.737.9884 | 705-237-8943  
FAX 705.237.8959

May 18, 2022  
Patrick Townes, Municipality of Temagami  
Re: application ZBA-22-01, sent via email

Patrick Townes,

We write today in response to zoning by-law amendment 22-01, on Highway 11 North, also known as the DeDecker property.

We cannot underestimate the impact to archaeological resources that this zoning by-law amendment would have. Building a new cottage would inevitably destroy archaeological resources, given the nature and location of this property.

Our review shows that the first 50 metres closest to the shoreline on this property is within an area of high archaeological potential. The property is in direct proximity of a nastawgan (historical portages and canoe routes).

Given this information, we would recommend waiting until the results of a phase two archaeological assessment have been submitted before a decision is made.

In closing, please provide us with all planning reports and the final decision for this property.

Regards,

**Victoria Winsor | GIS Lands Technician**

[landstech@temagamifirstnation.ca](mailto:landstech@temagamifirstnation.ca)

1-705-237-8943 ext. 210

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**LANDS AND RESOURCES**

705.237.8943 ext.201

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# TEMAGAMI FIRST NATION

BEAR ISLAND,  
LAKE TEMAGAMI, ONTARIO P0H 1C0  
TEL 1.888.737.9884 | 705-237-8943  
FAX 705.237.8959

May 20, 2022  
Patrick Townes, Municipality of Temagami  
Re: application ZBA-22-01, sent via email

Patrick Townes,

We would like to submit additional comments concerning ZBA-22-01, and the potential economic implications of approving this zoning by-law amendment.

This zoning by-law amendment proposes to change a tourist commercial zoned area into a rural residential (R3) area. A tourist commercial zoning holds the potential for economic benefits to all parties in the Temagami region. Tourist commercial zoned areas can provide seasonal work, especially to youth. These areas also hold the potential for partnerships with Temagami First Nation.

While a R3-zoned cottage would have some benefit to the municipality, it lacks the ability to provide economic benefits to all communities within the Temagami region, including Temagami First Nation, and recreational users of the area.

Within both the Temagami Land Use Plan and the Ontario Crown Land Use Plan Atlas (CLUPA), this property falls within Management Area 20, known as Jumping Caribou Lake. Within both planning documents, Management Area 20 encourages tourist commercial activities on lots which have access to Highway 11 North, and discourages cottage lots on properties which have access to Highway 11 North.

Although this is private land, the intentions of the CLUPA should be considered. The purpose of both the TLUP and the CLUPA is to ensure sustainable development which considers the full spectrum of impact, including social, economic, and environmental impacts. The TLUP and CLUPA were both designed with the intention of creating a strong region which benefits all communities within.

Regards,

**Victoria Winsor | GIS Lands Technician**

[landstech@temagamifirstnation.ca](mailto:landstech@temagamifirstnation.ca)

1-705-237-8943 ext. 210

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**LANDS AND RESOURCES**

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June 21, 2022

Dear Victoria, Suzie, and Patrick,

Please let this letter serve as a formal communication to the Municipality of Temagami and Temagami First Nation, that on Friday, June 10<sup>th</sup>, 2022, Woodland Heritage Northeast Ltd. with Temagami First Nation undertook Stage 1 and 2 archaeological fieldwork on Mr. De Decker's proposed building location in part of HS 2102, PIN 49018-0018 on Angus Lake, as part of the fulfilment of his overall application for re-zoning.

As a result of the archaeological Stage 1 and 2 work, no archaeological resources were located, and we will be recommending that no further archaeological work be required for the study area. Below is an aerial depiction of the area tested in relation to the proposed building.



Sincerely,



Ryan Primrose, President  
Woodland Heritage Northeast Ltd.

## Patrick Townes

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**From:** Victoria Winsor <landstech@temagamifirstnation.ca>  
**Sent:** June 23, 2022 10:17 AM  
**To:** Patrick Townes; Suzie Fournier  
**Subject:** RE: ARCHAEOLOGICAL RESULTS - DE DECKER FAMILY COTTAGE LOCATION HS 2102 21Jun2022

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Patrick and Suzie,

I am satisfied with the work that took place.

Thank you,

### Victoria Winsor

GIS Lands Technician

[landstech@temagamifirstnation.ca](mailto:landstech@temagamifirstnation.ca)

**P** 705-237-8943 Ext 210

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**From:** Ryan Primrose <ryan@woodlandnortheast.com>  
**Sent:** June 21, 2022 2:46 PM  
**To:** Jeff De Decker <jeff\_dedecker@hotmail.com>; Victoria Winsor <landstech@temagamifirstnation.ca>; Patrick Townes <ptownes@mhbcpplan.com>; Suzie Fournier <Suzie.f@Temagami.ca>  
**Subject:** ARCHAEOLOGICAL RESULTS - DE DECKER FAMILY COTTAGE LOCATION HS 2102 21Jun2022

**CAUTION:** This email originated from outside of Temagami First Nation. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon all,

Attached please find a copy of the field results letter with imagery depicting the location of the survey. The work went well and no archaeological resources were located. Victoria, if you are satisfied with the work, could you please convey this to the planners?

Thank you,

Ryan



**Ryan Primrose**  
**Woodland Heritage Northeast**  
ryan@woodlandnortheast.com | 705-676-7458  
50 Whitewood Ave. W. New Liskeard, ON. PO Box 1870

<b>MUNICIPALITY OF TEMAGAMI</b>	
<b>Report Prepared For:</b>	Municipality of Temagami Council
<b>Report Prepared By:</b>	Jamie Robinson, BES, MCIP, RPP and Patrick Townes, BA, BEd MHBC Planning, Planning Consultants Suzie Fournier, Municipal Clerk
<b>Subject:</b>	Shipping Containers in the Zoning By-law
<b>Report Date:</b>	July 7, 2022

**RECOMMENDATION**

THAT Council receives the Report dated July 7, 2022, respecting Shipping Containers in the Zoning By-law; and,

THAT Council directs staff to prepare a subsequent Report and draft Zoning By-law Amendment to add a definition of a shipping container and associated regulations for shipping containers.

**OVERVIEW**

This report has been prepared to provide Council to provide an overview of shipping containers and the implications of the placement of shipping containers in the Zoning By-law.

The Zoning By-law regulates the permitted uses of lands and establishes provisions related to permitted uses. The Zoning By-law currently does not contemplate the utilization of shipping containers for permanent or temporary storage on properties. As it is not defined, the structure would be captured by the accessory building and structure provisions of the Zoning By-law.

The placement of shipping containers has the potential to create land use conformity issues and as well as problems related to character and land use compatibility. In some cases, there are appropriate scenarios where the use of shipping containers may be used, including limited uses in the industrial and commercial setting.

The Zoning By-law does not include a definition, permitted uses or provisions related to shipping containers. It is common for municipalities to update their Zoning By-laws to include specific permitted uses and provisions in order to regulate shipping containers.

**IMPLICATIONS ON ZONING BY-LAW**

The current Zoning By-law does not explicitly define and permit shipping containers. The Zoning By-law however does include a definition of a building and a structure. It is common practice in Zoning By-laws to establish a separate definition and associated permitted uses for shipping containers, due to the specific design and appearance of the containers that are designed for cargo shipments.



The following are the current definitions in the Zoning By-law of a building and structure:

*BUILDING shall mean any structure, whether temporary or permanent used or built for the shelter, accommodation or enclosure of persons, animals, materials or equipment, other than a fence or wall.*

*STRUCTURE shall mean anything that is erected, built or constructed of parts joined together or any such erection fixed to or supported by the soil and/or any other structure including sewage disposal systems.*

A shipping container is captured by the structure definition.

In its current form, the Zoning By-law would not restrict a shipping container from being used as part of a building or structure as it was designed to look like a typical building or structure (i.e. peaked roof, exterior siding, etc.).

In terms of a proposed definition of a shipping container, the below is an example of a definition that has been used in other Zoning By-laws:

*SHIPPING CONTAINER shall mean the trailer portion of a tractor-trailer unit or transport truck without the running gear, or a rail or seaway container traditionally used for the shipping and transportation of goods and materials.*

The Zoning By-law can also include provisions regarding the size, height, location and length of time a shipping container can be used; and what zones a shipping container would be permitted. By establishing specific zoning for shipping containers, the Municipality could distinguish between shipping containers and other accessory buildings or structures.

## SUMMARY

Shipping containers are becoming more and more popular and are being used on properties within the Municipality. The Zoning By-law does not include a definition or provisions related to shipping containers. As a result, when used as accessory to a principal use; a shipping container would be permitted in the Municipality in accordance with the accessory buildings and structure provisions of the Zoning By-law. It is recommended that the Municipality add a definition and provisions in order to regulate where shipping containers are appropriate to be permitted as-of-right and to establish other standards related to shipping containers.

<b>MUNICIPALITY OF TEMAGAMI</b>	
<b>Report Prepared For:</b>	Municipality of Temagami Council
<b>Report Prepared By:</b>	Jamie Robinson, BES, MCIP, RPP and Patrick Townes, BA, BEd MHBC Planning, Planning Consultants Suzie Fournier, Municipal Clerk
<b>Subject:</b>	Status Update on Official Plan Review and Engagement with Temagami First Nation/ Teme-Augama Anishnabai
<b>Report Date:</b>	July 7, 2022

This report has been prepared to provide Council with an update on the following:

- 1) Status of Official Plan Review – Draft Official Plan
- 2) Status of Consultation with Temagami First Nation

### STATUS OF OFFICIAL PLAN REVIEW

Draft 1.2 of the Temagami Official Plan was submitted to the Ministry of Municipal Affairs and Housing in accordance with the requirements of the Planning Act, on February 16, 2022. The Ministry provides comments on draft Official Plans within 90 days of receipt, but most recently have been delayed due to the volume of documents that are currently being reviewed. When contacted for an update on the timing, the Ministry was unable to provide an estimated timeline for comments due to the current volume of documents currently in the queue.

### TEMAGAMI FIRST NATION

Municipal staff (MHBC) has had multiple discussions with Temagami First Nation staff in order to retrieve staff comments on Draft 1.2 of the Temagami Official Plan. Temagami First Nation staff have not prepared formal comments on the document to date.

Municipal staff (MHBC) have reached out to the Temagami First Nation Chief and Council, and the Teme-Augama Anishnabai Chief and Council (Joint Council) in order to confirm a Council meeting date where the Municipality can present the draft to the Joint Council.

### NEXT STEPS

The following is a summary of the remaining tasks prior to the adoption of the Temagami Official Plan:

- 1) Present the Draft Official Plan to the Joint Council for Temagami First Nation and Teme-Augama Anishnabai, and to receive and consider comments.
- 2) Receive and consider comments from the Ministry of Municipal Affairs and Housing.
- 3) Review and address public comments.
- 4) Prepare Second Draft of Official Plan. **(August 2022 – contingent on MMAH comments)**

- 5) Present Second Draft to Council at Statutory Public Meeting. (September 2022 - contingent on MMAH comments)
- 6) Review and consider public comments.
- 7) Prepare Final Official Plan. (October 2022 - contingent on MMAH comments)



## Report.Meeting

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**From:** Zoyla Gomez <Zoyla.Gomez@operationsmile.org>  
**Sent:** June 21, 2022 10:13 PM  
**To:** Dan Omara; Suzie Fournier  
**Cc:** Candy Keillor  
**Subject:** Thank you Mayor O'Mara - Longest Day of SMILES campaign raised 3000+ Smiles!

Thank You Mayor O'Mara,

Thank you for joining the [SMILE movement](#) this year! We are so grateful for your help raising awareness in **Municipality of Temagami** for the Longest Day of SMILES® and Operation Smile Canada.

Your kindness and generosity have helped children born with cleft conditions receive FREE surgery by sharing our message and proclaiming June 19th, 2022 as the [Longest Day of SMILES®](#). Operation Smile Canada would love to hear how your community celebrated. Feel free to share posts, pictures, or videos with us.

We get our inspiration from supporters like Operation Smile Canada Jr SMILE Ambassadors the [Glimpse Kids](#). Over the past four years they have raised over \$40,000! This year they shared their message of bravery and courage and advocated for acceptance because every child deserves to smile. They are truly changing the world one BRAVE heart, one BRAVE day, and one BRAVE smile at a time!

Operation Smile Canada believes in the power of youth to make a positive difference in the lives of children born with cleft conditions all over the world. That's why we've created the [S.M.I.L.E.](#) (Student Movement Impacting Lives Everywhere) Program! We would love to engage with student groups in your municipality to help them get involved with S.M.I.L.E. These experiences can help students when applying for internships, work, graduate school, medical school, and dental school as it shows compassion and a commitment to caring for others.

Operation Smile Canada would also like to invite community members of all ages to get involved by becoming [Community Ambassadors](#). Whether it is a local business, service club, faith-based group, there are so many opportunities for your community to get involved and we are excited to share them with you.

Our community engagement team has a variety of resources to help with outreach and would be happy to connect to any student or community groups in your area that may be interested in partnering with us.

If you would like more information, please reach out to our Community Engagement team at [givesmiles@operationsmile.org](mailto:givesmiles@operationsmile.org) or call [1-844-376-4530](tel:1-844-376-4530). We genuinely appreciate your support and look forward to future collaborations.

Connecting Communities One Smile at a Time,

*Zoyla Gomez, [Volunteer Community Project Coordinator](#)*

Operation Smile Canada

375 University Ave., Suite 204 | Toronto, ON | M5G 2J5

**Make Someone Smile @ [longestdayofsmiles.ca](https://www.longestdayofsmiles.ca)**



Join  
the **SMILE**  
Movement

**2x**  
Match

MAKE • SOMEONE • SMILE

**Jun 13, 2022**

## **Municipal Councils of Ontario**

### **Subject: The Retention of Professional Engineers at Ontario Municipalities**

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The purpose of this letter is to stress the importance that municipal engineers play in the successful operation of cities, counties, towns, and townships across Ontario.

The Municipal Engineers Association (MEA) is a non-profit association representing the municipal engineering field in Ontario. We have a membership base of over 1,000 municipal engineers across Ontario who are employed as professional engineers at Ontario municipalities and other provincial agencies serving in the engineering/public works field.

We advocate for sustainable municipal infrastructure practices and our members provide significant input into the development of processes, standards, and specifications for use in municipal infrastructure systems such as drinking water delivery, wastewater collection and treatment, storm water management, waste management and transportation systems.

The MEA has been the proponent for the *Municipal Class Environmental Assessment* process since the mid-1980s. We are also a co-proponent of *Ontario Provincial Standards & Specifications* that many Ontario municipalities use when planning for and tendering municipal engineering projects.

There are a number of examples in various current legislation, where the use of a professional engineer is referenced. Key tasks include roles in transportation, natural resources, health and safety, consumer services, environment, tourism, agriculture, climate change, and energy. It is essential that municipalities consider the appointment of professional engineers, especially within the areas of engineering and public works, to afford municipal councils the appropriate due diligence toward public safety. Unfortunately, we are observing a concerning trend where this is no longer the case.

Professional engineers, through education and practical experience requirements, have the knowledge and foresight to not only understand the 'how' of an issue, but also understand the 'why' behind issues as well. Professional engineers are licensed to practice in Ontario through the *Professional Engineers Act* and are bound by statutory accountabilities, which includes a code of ethics. Under this code, professional engineers are required to act at all times with fidelity to public needs; professional engineers regard their duty to public welfare and safety as paramount.

Professional engineers also provide significant value to municipalities through their understanding of risk management, which assists in lowering exposure to claims against a municipality. With insurance premiums rising every year, it is prudent that municipalities appoint a professional engineer to guide these decision-making processes.

As of December 31, 2019, there were 57,134 practicing professional engineers licensed and practicing in the Province of Ontario. Of this number, only 136 professional engineers work for municipalities with a population of 50,000 or less. This represents only 0.2% of licensed and practicing Ontario Professional Engineers being employed by Ontario municipalities serving populations of less than 50,000. Many of these smaller municipalities have a Public Works/Engineering Department head and would benefit by appointing a Professional Engineer.

The vast majority of professional engineers working at Ontario municipalities are employed by larger urban centres having a population greater than 50,000.

For smaller municipalities that do not have the financial resources to employ a full-time professional engineer on their staff, the MEA recommends the appointment of a professional engineer through a licensed consulting firm so that your municipality may meet the needs only a professional engineer can provide.

We would also like to take this opportunity to promote membership in the MEA. There are Ontario municipalities that currently do not have representation in the MEA. If you have a professional engineer(s) on staff and they are not MEA members, we encourage your municipality to have them apply. The MEA offers members access to knowledge, learning and the ability to stay up to date with current industry practices. It truly is great value for a very nominal fee.

On behalf of the MEA, we thank you for taking time to review this letter. Should you have any questions, please reach out to the MEA's Executive Director, Dan Cozzi, P. Eng. at [dan.cozzi@municipalengineers.on.ca](mailto:dan.cozzi@municipalengineers.on.ca).

Yours sincerely,



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**Jason Cole, P. Eng.,  
MEA President 2021 - 2022**

## Report.Meeting

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**From:** Pangilinan, Pauline <ppangilinan@canacre.com>  
**Sent:** June 21, 2022 4:04 PM  
**To:** Suzie Fournier  
**Cc:** CAL-TC Integrity-Permitting  
**Subject:** TransCanada PipeLines Limited - PI2021 ML NONT Capital & Expense Digs - Municipality of Temagami Notification  
**Attachments:** your\_safety\_our\_integrity\_factsheet.pdf; E019886\_PI2021\_ML\_CapDigProgram\_NONT\_GWD33250\_AM\_Rev0.pdf

Hello,

TC Energy is committed to maintaining a safe, reliable and dependable pipeline system. To achieve these commitments, TC Energy will be conducting a Pipe Maintenance Program in your area.

Please review the site location listed below scheduled to take place on TCPL's easement with corresponding maps attached providing the locations on Crown Land.

**Location of Investigation Dig GWD 33250:** Lat: 47.151616 / Long: -79.756137

- Scheduled Start Date: **July/August, 2022**

The work is scheduled to commence as per the above dates. These sites have been reviewed by TC Energy's Environmental Inspector for mitigation of any environmental issues prior to any work taking place. Please refer to the enclosed fact sheet "Your Safety Our Integrity" for more information on digs and other TCPL Pipeline Maintenance Program (PMP) Activities.

Please be advised that ahead of this notification TC Energy's Relations team has notified applicable First Nations Groups.

If you have any questions, please feel free to contact me at your earliest convenience.

Thank you for helping TC Energy maintain a healthy and safe environment around our pipeline facilities.

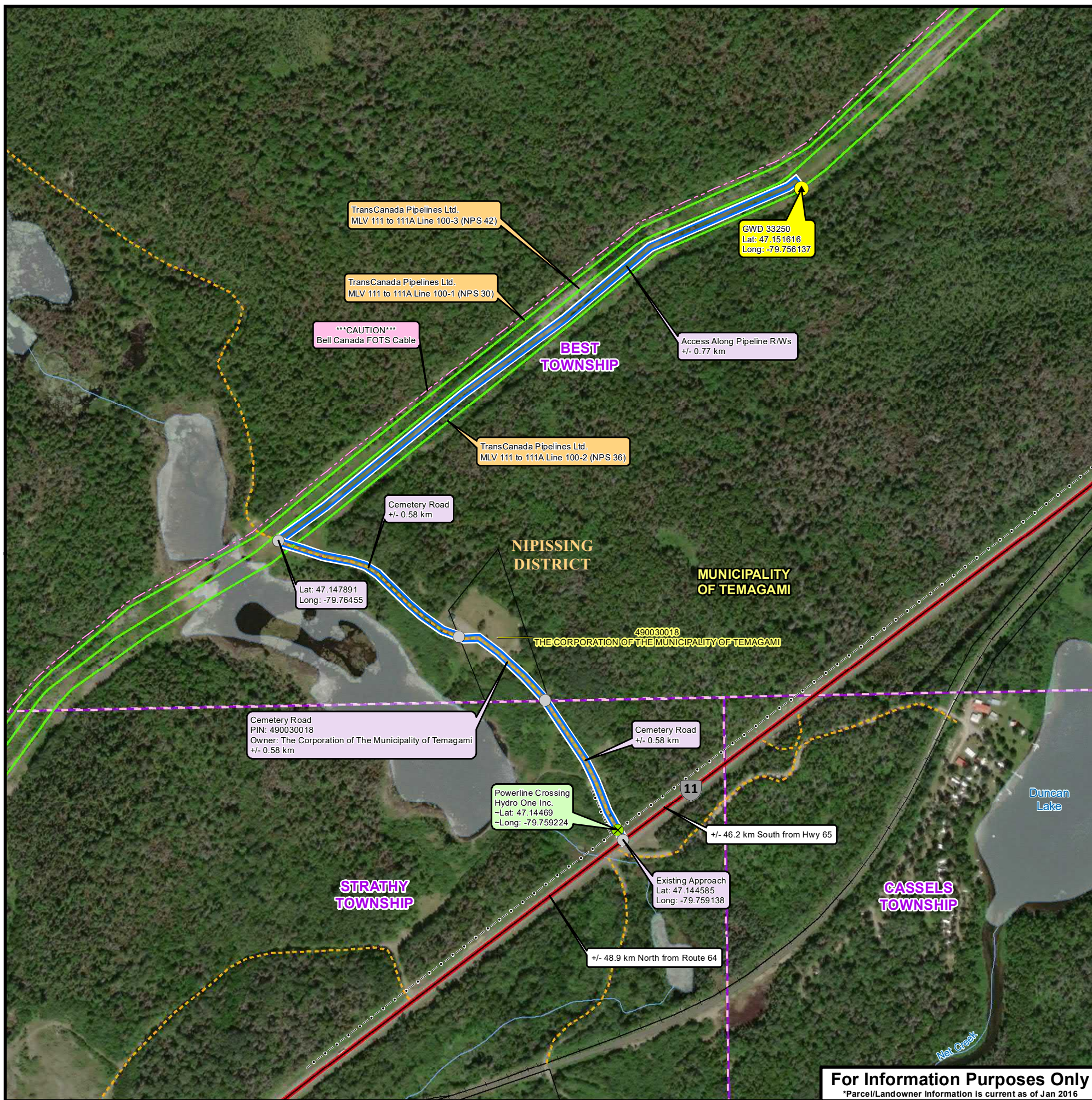
Kind regards,

**Pauline Pangilinan**  
Planner

T (416) 548-8602 x 2197  
[www.canacre.com](http://www.canacre.com)







Freeman

Rib Lake

Owaissa

Temagami North

Temagami

TIMISKAMING DISTRICT

**KEY PLAN**  
SCALE: 1:250,000

**LEGEND**

<p><b>TC ACCESS INFORMATION</b></p> <ul style="list-style-type: none"> <li><span style="color: blue;">—</span> Primary Access Route</li> <li><span style="color: magenta;">—</span> Alternate Access Route</li> <li>● Access Route Start/End Point</li> <li>● Above Ground Marker</li> <li>● Dig Site</li> <li>⊗ Powerline Crossing</li> <li>⊗ Pipeline Crossing</li> <li>⊗ Gas Co-op Crossing</li> <li>⊗ Water Crossing</li> <li>⊗ Cable Crossing</li> <li>● Railway Crossing</li> </ul>	<p><b>UTILITIES</b></p> <ul style="list-style-type: none"> <li>■ Well Site</li> <li>— Overhead Powerline</li> <li>— Buried Powerline</li> <li>— TC Pipeline</li> <li>— Foreign Pipeline</li> <li>— Buried Gas Co-op</li> <li>— Buried Cable</li> <li>— Overhead Cable</li> </ul>	<p><b>BOUNDARIES</b></p> <ul style="list-style-type: none"> <li>Urban Area</li> <li>Department of National Defence</li> <li>Indian Reserve</li> <li>Geographic Township</li> <li>UTM or Amalgamated/Separated STM</li> <li>LTM &amp; STM</li> <li>Park</li> </ul>	<p><b>TRANSPORTATION</b></p> <ul style="list-style-type: none"> <li>++++ Railway</li> <li>— Highway</li> <li>— Paved Road</li> <li>— Gravel Road</li> </ul>
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**TC Energy**

**MLV 111-111A LINE 100-2  
ACCESS MAP TO GWD 33250  
IN  
MUNICIPALITY OF TEMAGAMI  
NIPISSING DISTRICT**

NAD 1983 UTM Zone 17N  
Scale: 1:5,000

Rev	Description	Originator	Checker	Approver	Date
0	Original Issue	FH	JW	JW	Nov 12, 2020
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

1-800-465-6233 / [www.geoverra.com](http://www.geoverra.com) /  
3200, 237 4th Ave. SW Calgary, Alberta, T2P 4K3

Job No.: 20R-00680-00-010

GeoVerra File Name:  
20R-00680-00-010\_MLV111-111A-2\_GWD33250\_AC

Client File Name:  
E019886\_P12021\_ML\_CapDigProgram\_NAD1983\_GWD33250\_A2\_R2

Sheet  
1 of 1

REVISION  
**0**

**For Information Purposes Only**  
\*Parcel/Landowner Information is current as of Jan 2016

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# ANNUAL REPORT

2021

To his Worship Mayor Dan O'Mara  
And Members of Municipal Council  
Corporation of the Municipality of Temagami  
Temagami Welcome Centre, Lakeshore Drive  
Temagami Ontario  
POH 2H0

Dear Mayor and Council:

I am extremely proud of the dedication and professionalism shown by members of the department, and support from their families and employers. It is a privilege to serve with such fine people.

As Fire Chief of the Temagami Fire Department, it gives me great pleasure to present the annual report for the year ending December 31, 2021.

*Word of Thanks*

I would like to thank Mayor O'Mara and council for their support, and look forward to their continuing support and working with Mayor and council towards making our community a fire safe community.

Respectfully submitted

*Jim Sanderson*

Jim Sanderson  
Fire Chief  
Temagami Fire Department



## **Introduction**

The Temagami Fire Department, located at 5 Stevens Road, is one of two municipal fire departments providing fire services within the Municipality of Temagami.

## **Administrative Area**

Temagami Fire Department's administrative coverage area includes all areas with-in the Municipality of Temagami, excluding Sisk, Olive, Milne, and portions of Law and Askin Township lying South of the Rabbit Lake Access Road at HWY 11 and 695 Wilson Lake Road. Fire departments provide Fire Prevention and Public Fire Education within their administrative area.

## **ADMINISTRATIVE DIVISION**

Administrative and support services tasks are part of the workload of the Fire Chief. Municipal staff provide assistance with issuing Fire Permits, invoice for services and cost recovery submissions to MTO for motor vehicle collisions/responses on provincial highways

## **Annual Budget**

The annual budget is comprised of 3 main categories: Capital Reserves, Revenue, and Expenditures (Operations & Capital).

## **Fire Department Reserves**

The Municipality has a dedicated reserves set up for primarily future apparatus replacement. The 2021 proposed budget committed a total of \$60,000 to the reserve, with a proposed balance of \$140,500 on December 31, 2021.

## **Fire Service Revenue**

The fire department projected revenue for 2021 was \$6,500. Actual revenue of \$7,632, Burning permit fees (\$1250), miscellaneous revenue /searches, and highway incidents /MTO recovery.

### **Donations:**

Unplanned donations / grants received totaled \$12,157. The Fire Department is extremely grateful for the grants and donations received from the following organizations:

- ***Temagami Community Foundation:***
  - \$5,000 for a 20 foot cargo container to be used for interior fire training
  - \$5,400 for purchase of 10 firefighter helmets.
- ***Office of the Fire Marshal***
  - A \$2,350 Fire Safety Grant enabled the purchase of Video Conferencing equipment to provide remote instructor training sessions for firefighters.
- ***Temiskaming Foundation, Silver Lodge Masonic Fund***
  - A donation of \$750 from was received under miscellaneous revenue.

## **Service Operations Budget**

The 2021 operations budget was \$109,760; Actual expenditures totaled: \$105,350

## **Fire Service Capital**

Capital budget funding requests are consolidation of items with an anticipated service life expectancy over 5 years, costing \$1,000 or more.

The 2021 capital budget was \$12,500; actual expenditures totaled: \$8,848 – 1 bunker suit (\$2,315), 1 safety Cabinet(\$1,435) and Bunker Gear dryer (\$5,098) were purchased. A planned purchase for a mobile fire hose rack was deferred.

### **Administrative Reports, Memos, Presentations and By-laws**

Monthly Department Update reports (12)  
Fire Department Establishing & Regulating By-Law 21-1545, (approved by Council)  
Annual Fire Department Report  
Request to enter into Tiered Agreement with EMS (approved by Council)  
Report recommending revisions to the Open Air Burning By-law regarding Organized Campgrounds (defeated by Council)  
Reports regarding leaking Fire Hall roof and solar panel arrays located on the roof  
FIRE Dispatch agreement renewed with North Bay CACC (for 5 years)  
FIRE CHIEF'S COMMENDATION letter presented to Bill Pacincky, a seasonal Wilson Lake resident (and Fort Erie Fire Department volunteer) in recognition of outstanding off-duty efforts in assisting at a Structural Fire at Wilson Lake Cottages.

### **Personnel**

The Temagami Fire Department currently has 11 members of the maximum 20 volunteer positions approved by council. Members receive a hourly honorarium for responding to emergencies, attending training, and performing authorized department activities.

#### **List of Firefighters & Years of Service with Temagami Fire Department**

Jim Sanderson (Chief)	31 years	Wendell Gustavson (Deputy)	16 years
Nick Lepage (Captain)	12 years	Ken Richardson	27 years
Thomas Shank	8 years	Travis Goodyear	3 years
Ken Mourice	3 years	Lawrence Chmielewski	2 years
Matt Fuller	1 year	Billy Douglas	7 months
Josh Campbell	6 months		
Joe Blanchard (resigned due to health)	2 years	Paul Davies (resigned)	2 months

**New Members:** Billy Douglas & Josh Campbell. Josh brings with him 11 years of experience with the Bracebridge Fire Department;

**Resignations:** Firefighter Joe Blanchard resigned in September due to health reasons.

One individual joined, and resigned 2 months later (did not complete recruit training requirements)

### **2021 Department Awards**

- Firefighter of the Year Award: Nick Lepage
- Incident Attendance Award: Thomas Shank, Ken Mourice
- Training Attendance Award: Lawrence Chmielewski

## **EMERGENCY RESPONSE DIVISION**

Temagami emergency response coverage area includes approximately 302 properties (49 vacant lots) within the town centre and Temagami North with hydrant service, and another 190 non-hydrant properties (50 vacant parcels) in the rural area along the highway corridor, and on roads accessible to our vehicles.

Forest fire suppression on 99.7% of the Municipality is contracted out to Ministry of Natural Resources and Forestry under a Forest Fire Management Agreement.

### **2021 Response Details**

#### 11 - Fire related activations:

- 1 Structure fire – contained to room of origin by member of the public
- 1 structure fire - MRFD – assistance not required
- 1 vehicle fire
- 1 vehicle fire MRFD - assistance not required
- 1 perceived pre-fire condition (heat from electrical radiator)
- 1 perceived Forest Fire (dust associated with rock drilling)
- 3 reports of Hydro pole / tree on line on fire
  - 1 incident assistance not required
  - 1 incident – no action required (perceived emergency)
  - 1 incident not found
- 2 Fire Alarm activations - Alarm system equipment malfunction (Arena)

#### 3 - Motor Vehicle Collisions (MVC):

- 2 MVC in the Temagami FD response area; 1 requiring extrication (with fatalities)
- 1 MVC in the Marten River FD response area (Assistance requested by MRFD)
  - Assistance not required (cancelled on route)

#### 2 – Assist to other Agencies:

- 1 Assist to Ambulance service
- 1 Assist to Police service (ice/water recovery)

### **Response Statistics**

Year	Number of calls with full Dept activations	Average # firefighters response	Highest # firefighter response	Lowest # firefighter response for department activation	Average Turn-out Time (minutes)	Response time (time on scene) (high to Low) minutes
2017	20	5.73	11 (twice)	2	5:33	3:23 to 9:26
2018	29	5.1	9	2	5:12	6:31 to 26:06
2019	17	4.61	9 (twice)	3	5:04	3:09 to 30:08
2020	12	4.25	7	2	6:18	2:34 to 12:00
2021	13	5.5	10	3	5:14	3:27 To 28:34
10 year Average	21.7	5.59			5.38	

Twenty-three percent of full department activations in 2021 had 3 firefighters available/responded.

Number	Date	Address	Response Type Called In	Occupancy Description	Response Type Description	Personnel at Scene	Total Response Personnel	Multi-department response	911-call reciev	FD paged time	Depart Station	Turn out Time	Time On Scene	Estimated Distance
21-001	2/22/2021	4560 Highway 11 S, TEMAGAMI	Fire	Detached Dwelling	Call cancelled on route	3	3	Duel Response cancelled	13:44:30	13:45:54	13:54:16	0:08:22		24
21-002	3/11/2021	Hwy 11, 100 M. North of Spruce drive	846 Tree on Hydro Line on fire	Hydro/Telephone Pole	Assistance not required by other agency	3	6		15:13:27	15:14:56	15:21:28	0:06:32	15:24:00	1
21-003	3/28/2021	Hwy 11 north at Rabbit Lake Road	846 Tree on Hydro Line on fire	Hydro/Telephone Pole	Incident not found	0	6		20:52:57	20:55:01	20:59:51	0:04:50		19
21-004	3/28/2021	Hwy 11 north, 3 km North of Rabbit Lake Road	Vehicle Collision - MVC	Automobile	Vehicle Collision	2	2		21:06:02	21:06:02	21:11:16	0:05:14	21:32:50	16
21-005	5/30/2021	40 Birch Cres, TEMAGAMI	Assistance to Other Agencies (exc 921 and 922)	Detached Dwelling	Assistance to Other Agencies (exc 921 and 922)	2	2		1:01:24	1:02:11	1:05:00	0:02:49	1:07:00	1
21-006	6/11/2021	250 Wilson Lake, TEMAGAMI	Fire	Detached Dwelling	Fire	7	7	Duel Response cancelled	20:27:00	20:30:07	20:33:52	0:03:45	20:50:11	14
21-007	6/28/2021	100-A Spruce Drive, Suite A, TEMAGAMI	Alarm System Equipment - Malfunction	Community/Exhibition/Dance Hall	Alarm System Equipment - Malfunction	3	3		10:56:01	10:57:04	11:02:12	0:05:08	11:08:42	7
21-008	7/12/2021	100-A Spruce Drive, Suite A, TEMAGAMI	Alarm System Equipment - Malfunction	Community/Exhibition/Dance Hall	Alarm System Equipment - Malfunction	9	9		16:33:54	16:34:37	16:38:04	0:03:27	16:38:04	1
21-009	7/18/2021	Pipeline behind School, school rd	NO LOSS OUTDOOR fire (see exclusions)	Other Utilities	Human - Perceived Emergency	2	3		15:32:09	15:33:22	15:40:46	0:07:24	15:41:12	1
21-010	7/19/2021	Hwy 11 at Hornet Lake	846 Tree on Hydro Line on fire	Hydro/Telephone Pole	Human - Perceived Emergency	2	8		16:37:35	16:38:35	16:42:45	0:04:10	16:56:08	16
21-011	8/10/2021	Hwy 11 at Bells rd - MRFD response	Vehicle Extrication	Automobile	Call cancelled on route	0	5		12:48:34	12:50:52	12:55:45	0:04:53		60
21-012	9/15/2021	Finlayson Provincial Park, Campsite 10, TEMAGAMI	Fire	Automobile	Fire	8	8		19:39:11	19:40:03	19:45:26	0:05:23	19:51:30	3
21-013	9/26/2021	Hwy 11, 100m S of Old Mill Road Milemarker 417	Fire	Other specialty vehicle	Assistance not required by other agency	4	8	Automatic aid	12:33:35	12:38:32	12:44:00	0:05:28	13:03:50	28
21-014	10/28/2021	7 Lakeshore Drive, TEMAGAMI	Overheat (no fire, e.g. engines, mechanical devices)	Other Assembly	Human - Perceived Emergency	2	2		13:18:00	13:21:00	13:25:00	0:04:00	13:40:00	1
21-015	12/8/2021	Hwy 11 at Papa Johns Rd	Vehicle Extrication	Multiple Road Vehicles	Vehicle Extrication	10	10		18:45:14	18:45:22	18:46:02	0:00:40	18:59:03	9
21-016	12/10/2021	Bell Island, Lake Temagami	Water Ice Rescue	Other property non structure not classified	Assistance to Police (exc 921 and 922)	6	6		8:46:21	8:46:26	8:58:08	0:11:42	9:15:00	5

## **TRAINING DIVISION**

The department meets the first four Mondays of every month with firefighters practicing tasks repetitively, enabling tasks performed safely and with confidence, during stressful emergencies.

In late fall of 2019 the department purchased a subscription to *TargetSolutions*, an online fire service training platform to further support firefighter's knowledge base training that is provided through a combination of in-house trainer/facilitators and a trainer/facilitator with the Haileybury fire department.

**TargetSolutions** enables firefighters to access theory based training online, at their convenience, allowing the department to focus practice nights to providing more hands-on skills training. In 2021 firefighters, accessed 105 difference courses with a combined 237 Target Solutions courses and department e-training modules completed. **ZOOM** was uses 5 times to provide remote "in-person" training during the Covid-19 lockdowns / stay-at-home orders in January & early spring.

**Monday night practices** focused on firefighter hands-on skills training required in providing the core services that Council has mandated under the Establishing & Regulating By-Law.

Structure fire response related training included two Structure fire response scenarios, one scenario hydrant based and the second for non-hydrant area (evaluating/improving tasks performances). One practice focused on initial response tasks and implementing pre-assigned tasks (based on firefighter seating/ time of arrival). Task specific training included personal protective equipment & breathing apparatus use, Hydro / Utility Awareness and using CO/Multi-gas detector; Propane cylinder Fire Extinguishment, Water Supply/ operating Hydrants & Port-a-Tanks; Ladders, Hose handling, loading & testing; Forcible Entry (through the lock techniques); Salvage & Overhaul (deploying tarps/inspecting/maintenance).

Vehicle operations training & annual refreshers include Apparatus response protocols, Apparatus driving (theory & practical skills), Pump theory (Hydraulics), Pump operator skills including drafting & using hydrant were completed.

Training (initial & refresher) for highway responses included extinguishing vehicle fires; Auto Extrication skills included use of stabilization equipment and hydraulic extrication tools for cutting, spreading and operating the hydraulic ram. Hands-on training for wildland/forest fire responses included: Wildland hose lays, water application and refresher on using Portable Pumps. Other training included WHMIS refresher & using shore based rescue equipment (reach pole, throw bags).

### *Specialized Training in 2021 included:*

Critical Incident debriefing seminar	10 members
SCBA Mask FIT testing	10 members
Standard First Aid course /refresher	4 members
Recruit training (16 hours)	1 recruit
OFMEM Fire Coordinator workshops & annual meeting	Fire Chief
OFMEM webinars: Fire Safety Planning Workshop	Fire Chief
Covid-19 vaccination webinars (2)	
O AFC webinar series (4): MTO's CAS claims program	Fire Chief
MOL section 21, Cancer Prevention Checklist; Next Generation 911; Technology & Tools (fire prevention);	
Municipal Staff training Day (FISH)	Fire Chief

# **MECHANICAL DIVISION**

## **Fire Apparatus /Vehicles**

The fire department fleet consists of 2 fire trucks and 1 Rescue/support vehicle.

- All vehicles obtain annual mechanical / commercial highway safety inspections.
- Weekly, pre-trip inspections of fire vehicles are completed by a licensed mechanic, meeting the intent of MTO legislation regarding pre-trip inspections for commercial vehicles; catching defects before they become an issue.
- Fire trucks are tested annually to ensure the on-board fire pumps can pump to their rated capacity (as per MOL section 21 guidelines for the Fire Service)
- Annual vehicle inspections for Rescue & Pump 1 at North Bay Freightliner, annual oil change & servicing done by Temagami Public Works
- Annual vehicle inspection for 2017 initial Attack apparatus, including oil change & servicing completed by Bill Mathews Motors (Ford dealer) to maintain vehicle warranty.

### **2017 Initial Attack Fire Apparatus/pumper (Pump 2)**



- ▶ Received late October 2017
- ▶ Primary response vehicle (fires)
- ▶ requires Class "G" licence
- ▶ *Truck: 2017 Ford 550*
- ▶ *1050 lgpm Hale pump*
- ▶ *284 gallon water tank*
- ▶ *10 gallon foam*

Service in 2021 included several reprogramming of pump electronic sync/ Body Control Module, replacing both vehicle batteries, adjusting parking e-brake, and undercoating treatment.

### **2005 E-One Traditional Pumper (Pump 1)**



- ▶ Primary response vehicle (fires)
- ▶ requires Class "D" licence with "Z" endorsement (air brakes)
- ▶ *Truck: 2005 Freightliner M2*
  - 300 hp Caterpillar C7 diesel engine
  - Allison EVS3000 automatic transmission
  - Onboard Diesel exhaust filter system
- ▶ *1050 lgpm Hale pump*
- ▶ *840 gallon tank*

Repairs in 2021 includes rear brake shoes & drums, and undercoating treatment.

## **2002 American LaFrance Rescue / Support Vehicle** (converted Florida Ambulance)



- ▶ Primary response vehicle for Motor Vehicle Collisions (MVC)
- ▶ requires Class "G" licence
- ▶ *Truck: 2002 Freightliner FL60*
  - 260 hp Turbo diesel engine
  - 5.9 Cummins /Allison automatic transmission
- ▶ *4 bottle cascade system, SCBA fill station, firefighter rehab area*
- ▶ *Acquired/in service date: Nov/14*

Repairs & servicing in 2021 include replacing turn signal light, hydrostatic testing 2 of the 4 bottle cascade system, replacing rear sway bar bushings, replacing dash air valve, & undercoating. Steering wheel outer covering identified as poor shape in 2018, remains a recommended replacement.

## **Small Equipment**

All equipment must be maintained in a complete state of readiness. One meeting a month is dedicated to inspecting equipment to ensure it is functioning & ready for use.

- Specialized inspections over and above monthly inspections by fire fighters included:
  - Bunker Suits: annual professional cleaning, repair and testing,
  - Decontamination, cleaning & inspection of 5 suits (contaminated at an incident)
  - Self-Contained Breathing Apparatus: annual flow testing of units and face pieces,
  - 5 year hydrostatic testing of all SCBA Cylinders (16)
  - Portable Radio servicing – inoperability between some radios (programming issue)
  - Fire Hose: annual in-house testing completed
  - Ladder testing (outside service provider) - Pumper 2 Ladders tested this year
  - 2 cascade (air) bottles hydrostatic testing completed (5 year requirement)

New equipment purchases included 1 bunker suit, Bunker gear dryer, a rolling lift cart, 2 metal storage cabinets, a flammable storage cabinet, a bin storage cabinet and 10 firefighter structural helmets.

Equipment replaced in 2021 include a 3-ton floor jack, 4 lengths of forestry hose, Dewalt 18 Volt tools to 20 Volt tools used for extrication. Personal safety equipment purchases including numerous goggles/eye protection, 2 pairs fire (rubber) boots, fire hoods.

## **Fire Halls / Buildings**

Community hall/Arena Fire dept garage bay (2006 Fire Pumper) – overhead door service/mtnce

Main hall . 5 Stevens Road (2017 Fire Pumper and 2002 Rescue/Support truck) – repairs include:

- Solar panels removed from roof & sold
- Removed existing roof & rolled insulation; installed new sheet metal roof, with spray insulation and an inner ceiling. Roof gutters were installed to eliminate roof run-off against the foundation
- Service/mtnce on overhead doors
- Floor drains & sewer line to grinder pump cleaned out (heavy sand accumulation)
- Replaced the Fire Hall Sign

**Temagami Community Foundation** provided funding for a 20' storage / sea-container that will be modified & used to provide practical experience/training to firefighters on interior fire behavior in a highly controlled training environment. The container is located in the laydown area at the Strathy waste disposal site.

## **FIRE PREVENTION, PUBLIC EDUCATION DIVISION**

### **Fire Prevention**

Fire safety inspections and fire code enforcement in 2021 was limited due to Covid-19, inspections completed by Fire Chief Sanderson following retirement of Prevention officer Monty Cummings in November 2020

#### **Fire Safety Inspections**

- No Fire Safety Complaints received
- 2 “odour” complaint investigated (nothing found)
- No Requests for assistance to comply with the Ontario Fire Code were received
- 1 request for a “FireSmart” inspection completed
- Fire Safety Inspections completed:
  - Temagami Catholic Church (inspection & Fire Safety Plan approval)
  - Ronnoco House, & Minawassi apartments – inspection & fire safety plan review
  - Temagami Outfitters – request for inspection for liquor license application
  - No Fire Drills attended in 2021

#### **Request for Information**

- 2 inquiries regarding fire code requirements / change of occupancy
- 1 request for information on burning on daytime burning on Crown land
- 4 request for information on requirements to conduct Daytime Open Air Burning
- 1 inquiry regarding special conditions to allow open fire at commercial property

#### **Fire Cause Determination**

- None required in 2021

#### **Open Air Burning By-law Enforcement**

- 1 daytime burning investigated – extinguished, warning letter issued
- 1 open air burning investigated – officially induced error/contravention in the Municipal by-law perceived as contributing factor
- 4 complaint of day-time burning investigated – verbal warning issued (education)
- 2 daytime burning authorized

### **Public Fire Safety Education**

#### **Smoke Alarm program**

- No door to door smoke alarm surveys completed in 2021 (*Covid-19 precautions*)
- Fire Department continues to provide Carbon Monoxide and Smoke Alarms for sale to residents at cost at the Municipal office.
- Monthly Smoke alarm messaging in the community newsletter

#### **Fire Prevention Week**

- Unable to connect with the School regarding providing fire prevention material to students for Fire Prevention Week
- Shared page advertisement promoting several fire safety messages in Temiskaming Speaker, and Weekender



### Distribution of Fire Prevention Messages / Education Material

- Daily fire safety messages on CJTT radio (partnership - 10 fire departments)
- Fire Safety messages in the monthly community newsletter
- Pamphlet display units at the Temagami library & Municipal office
- Fire Prevention newsletter Mail-out during Fire Prevention Week
- No Fire Education Displays / Presentation / community activities in 2020 (*Covid-19 precautions*)

## **CHALLENGES:**

**Covid-19:** implementing ever-changing best practices, policies & procedures to maximize the protection of our firefighters from Covid-19 exposure in providing Fire Education & Fire Inspections (fire prevention) as society pivots to live with / normalize Covid-19 impacts.

**Impending Changes:** A number of Fire Service related initiatives are on the horizon, with the service delivery review, community risk assessment and new firefighter certification standards being intertwined as they are implemented.

Evolving to meet these envisioned positive changes, with, as little disruption as possible, is the challenge for individual members & the organization.

**Service Delivery Review:** The municipal service delivery review final report included a recommendation to *Consolidate / Amalgamate Marten River and Temagami Fire Departments*. Since the report was presented to Council, there has been little to no information provided to the Fire Service on implementation timeframe or methodology. Challenges include changing workloads and expectations of members as the departments evolves into a new organizational structure, staffing reporting, roles & responsibilities for specific job functions, job requirements, and staff qualifications.

**Community Risk Assessment:** Legislated regulations require Municipalities to complete a "Community Risk Assessment" prior to July 2024. This is an "all risk" assessment, which will identify gaps in protection services that Council either accepts or implement changes to address the risk(s). The challenge is highlighting the deadline and the pros & cons of whether the assessment should implemented before or after the service delivery recommendations.

**Firefighter Training & Mandatory Provincial Standards:** With newly legislated certification standards, we need to be prepared to change once we receive clarity from the province. Concerns exist that any increase in workload for documenting, scheduling, providing and managing firefighter training program(s) maybe beyond the capacity of "volunteers".

**Prevention & Education:** Depending on the level of fire prevention & fire safety education that can be performed without certification, the challenge is determining if the Municipality can provide mandated services with volunteers, part-time staff, or purchasing the services from another larger department with full time staff for routine and/or more complex inspections.

**Capital Reserves:** The exponential cost increases in fire service equipment, including technological advances designed to increase firefighter safety levels, is increasing at an exponential pace far exceeding annual inflation. Self Contained Breathing Apparatus (SCBA) has doubled, tripled & more in cost over the past 15 years; Heavy auto-extrication equipment standard is now battery powered, and no longer hydraulic, more agile, user friendly, stronger, and more than doubling in retail cost in the past 13 years. Replacement of equipment approaching or exceeding accepted service-life expectations (ie SCBA, Auto-X tools) will be a challenging.



Corporation of the Municipality of Temagami

**Memorandum to Council**

**Subject:** Report from Treasurer/Administrator

**Agenda Date:** July 7, 2022

**Attachments:**

**RECOMMENDATION**

BE IT RESOLVED THAT Council receive the Treasurer/Administrator's Report dated July 7, 2022.

**INFORMATION**

**TAFIP Kids Fishing Day**

On provision of a certificate of insurance, permission has been extended to TAFIP to hold their Youth Fishing Day on Sunday, July 31<sup>st</sup> along the docks in front of the Municipal Office. Prior to the pandemic this was an annual event.

**Audit et al**

We were selected for a Federal Gas Tax Audit for 2021. We have transferred the requested information and trust this process will go well.

The audited financial statements for 2021 have been posted to the Municipal Website. These are available to the public in that fashion. Should anyone come to the office and want a printed copy, the cost is \$12.50 which is our standard photocopy charge for 25 pages.

**AMO Delegations**

The annual conference for the Association of Municipalities of Ontario (AMO) is scheduled for August 14-17 in Ottawa. Typical with the AMO Conference is the opportunity to have delegations with Provincial Ministers. This year we have requested to meet with the Minister of Long Term Care regarding Au Chateau, the Minister of Indigenous Affairs regarding possible provincial support for the Lake Temagami Access Road and the Ministry of Government Services regarding the former MNRF property on Lakeshore Drive. Delegation requests were do the same day as the new Provincial Cabinet was sworn in which could alter the last of these as the Minister of Infrastructure is now also the Minister for provincial real estate.

**Waste Management Master Plan**

The waste audit is to be completed during the week of July 11<sup>th</sup>. This will examine all of the waste streams as well as waste diversion.

The memorandum in support of expansion of the Strathy Site has been filed with the Ministry of Environment, Conservation and Parks and we are now waiting their response.

**Other updates**

By the time this report is reviewed, tax bills should be completed and mailed, the dust suppressant should be applied and the work on Fox Run for this year should be well underway.

**Respectfully Submitted:**

**Craig Davidson**

**Treasurer/Administrator**



**Corporation of the Municipality of Temagami**

**Memo No.**  
2022-M-181

**Memorandum to Council**

<b>Subject:</b>	FEDNOR
<b>Agenda Date:</b>	July 7, 2022
<b>Attachments:</b>	Letter

**RECOMMENDATION**

BE IT RESOLVED THAT Council receive Memo 2022-M-181, FEDNOR, as background information supporting the By-Law later on this agenda.

**INFORMATION**

We received approval for improvements for the Chalet. This has been in the works, and through various programs, for the past few years. Expenditures of \$482,881 are supported by funding of \$434,593 leaving \$48,288 from the municipality. This will either be recommended as a reserve transfer or funded in the 2023 annual budget.

The letter does ask that we do not make a public announcement until it can be coordinated by the Government of Canada. With the openness of Council provisions, in order for us to have an agreement of this magnitude signed we require a by-law and this is to be done in open session. For this reason we are asking that this not be publicized until the Government of Canada is able to announce and trust that noting will be done to put this funding in jeopardy.

**Respectfully Submitted:**  
**Craig Davidson**  
**Treasurer/Administrator**



Federal Economic Development  
Agency for Northern Ontario  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Agence fédérale de développement  
économique pour le Nord de l'Ontario  
19 rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

June 23, 2022  
Project Number: 851-514522

Mr. Dan O'Mara  
Mayor  
The Corporation of the Municipality of Temagami  
P.O. Box 220  
Temagami ON P0H 2H0

Dear Mr. O'Mara:

**Re: Contribution to The Corporation of the Municipality of Temagami**

I am pleased to advise that FedNor is prepared to provide support of up to \$434,593 towards completing critical improvements and purchasing equipment for the Temagami Chalet/Interpretive Centre at Caribou Mountain.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 3276. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by my office.

May I offer my best wishes to The Corporation of the Municipality of Temagami.

Yours sincerely,

**Perreault, Lucie** Digitally signed by Perreault, Lucie  
Date: 2022.06.23 08:18:35 -04'00'

Lucie Perreault  
Program Director  
Federal Economic Development Agency for Northern Ontario (FedNor)

c.c. Mrs. Sabrina Pandolfo, Deputy Treasurer



Corporation of the Municipality of Temagami

Memo No.  
2022-M-182

**Memorandum to Council**

**Subject:** Ambulance Lease

**Agenda Date:** July 7, 2022

**Attachments:** Ambulance Lease

**RECOMMENDATION**

BE IT RESOLVED THAT Council receive Memo 2022-M-182, Ambulance Lease, as background information supporting the By-Law later on this agenda.

**INFORMATION**

As part of the direct delivery of ambulance services by the District of Nipissing Social Services Administration Board (DNSSAB) later this year, we were requested to consider if the ambulance building could be leased and what the value of this lease might be. The lease is for a period of ten (10) years and is to include all utilities and minor maintenance.

Presently, the accommodation costs associated with the ambulance building are, according to the budget,

Maintenance Costs	\$ 1,900
Utilities	\$11,000
Grinder, Water, Sewer, Waste Collection	\$ 2,600
Rent	\$20,112

These total \$35,612. It should be remembered that part of the rent amount is \$12,000 for future repairs. This amount is placed in reserves and used as required. The balance of this reserve at the start of 2022 is \$32,820. Also, the other budget amounts noted typically are higher than the actual expenses incurred.

Over 10 years, using a 3% annual inflation estimate, this rent equates to \$408,236. Rounded down, the \$408,000 equates to a monthly rental amount of \$3,400. This is the rental amount that has been agreed to.

The monthly amount is not expected to change over the 10 years. This translates into surplus funds for the first half of the lease period and potential losses in the second half. Staff are recommending that any surplus from the rental be transferred to the ambulance building reserve and then in the latter stages of the lease, any excess costs be paid from that reserve.

In essence, the financial terms of the lease are as similar to the present situation as possible.

**Respectfully Submitted:**  
**Craig Davidson**  
**Treasurer/Administrator**

# LEASE

THIS LEASE made IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT, R.S.O. 1990, c. S.11 on this 28 June 2022 ("Effective Date")

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**  
(hereinafter called "Landlord"),

- and -

**THE DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD**  
(hereinafter called "Tenant")

## WITNESSETH:

Landlord and Tenant covenant and agree as follows:

### Article I. BASIC LEASE TERMS

#### Section 1.01 Definitions

In this Lease and any Appendices forming part thereof, words and expressions parenthetically defined in this Lease shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless:

"Additional Rent" means a service charge, payable as Rent, determined by the Landlord, in the event that Tenant is in default of an obligation which the Landlord must assume payment for.

"Building" means the physical structure presently located on the Land.

"Business Day" means any day other than Saturday, Sunday or a Statutory Holiday under applicable provincial law or observed by the Tenant.

"Destruction" means any damage or destruction by fire, elements, or other risk or peril (includes environmental risks and perils such as mold, asbestos, etc.) in respect of which insurance is to be carried by the terms of this Lease or any other casualty or cause.

"Improvements" means any buildings and improvements now or hereafter erected on the Land.

"Include", "includes" and "including" denote that the subsequent list is not exhaustive.

"Land" means the Land described in APPENDIX A – LEGAL DESCRIPTION.

"Landlord" means the Municipality of Temagami and any subsequent owner of Landlord's estate hereunder, but any owner of Landlord's estate hereunder shall be relieved of all liability under this Lease after the date that it ceases to be the owner of Landlord's estate (except for any liability arising prior to such date) provided that the party succeeding to Landlord's estate shall have executed an agreement, satisfactory to Tenant, wherein it assumes and agrees to perform all of Landlord's obligations under this Lease from and after the date it acquires Landlord's estate.

"Lease Interest Rate" means the greater of (a) interest at Prime Rate per annum plus two percent (2%) per annum or (b) twelve percent (12%) per annum, or if such rate is illegal, at the highest rate permitted in law.

"Lease Year" means a period of twelve (12) consecutive calendar months, during the term of this Lease, the first Lease Year being the period of twelve (12) consecutive calendar months commencing from the Commencement Date if the Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Commencement Date occurs if the Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary of such date of commencement, and each succeeding Lease Year during the term of this Lease, being a period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Lease Year preceding it.

"Leased Premise" means the specific area of the Building, Land and/or Improvements, collectively, being leased by the Tenant, the boundaries and location of which are shown outlined in red on APPENDIX B: PLAN OF LEASED PREMISES attached hereto.

"Prime Rate" means the rate of interest per annum established by TD Bank, as a reference rate of interest to determine the interest rate such bank will charge for Canadian dollar commercial loans to its customers in Canada and which such bank quotes or publishes as its prime rate.

"Real Estate Taxes" means only general municipal real estate taxes levied, rated or assessed against the real property comprising the Leased Premise.

**Section 1.02 General Location of Leased Premise**

7 Stevens Rd Temagami, ON P0H 2H0

**Section 1.03 Parties Address**

**Landlord**

7 Lakeshore Drive P.O. Box 220, Temagami, ON P0H 2H0  
Attention: Treasurer/Administrator  
Fax Number: 705-569-2834  
Email: craig.d@temagami.ca

**Tenant**

200 McIntyre St E, North Bay, ON P1B 8V6  
Attention: Contract and Purchasing Specialist  
Email: dnssab.contracts@dnssab.ca

**Section 1.04 Schedules and Appendices**

The Parties agree that the following Appendix shall be deemed to be incorporated herein by reference:

APPENDIX A: LEGAL DESCRIPTION

APPENDIX B: PLAN OF LEASED PREMISES

The Parties agree that to the extent if any terms or provisions of an Appendix conflict with the terms and conditions of this Lease, the terms and conditions of this Lease shall control unless the Lease or the Appendix expressly and specifically states an intent to supersede the Lease on a specific matter.

**Article II. LANDLORD'S TITLE**

Landlord warrants and represents to the Tenant that it has the right and lawful authority to enter into this Lease for the term hereof and that Landlord is the owner of the Leased Premise.

**Article III. DEMISE**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premise, and the improvements now or hereinafter erected on the Leased Premises, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

**Article IV. TERM**

The term of this Lease shall commence as of 1-October-2022 and end by 30-September-2032 unless previously terminated as in this Lease provided.

**Article V. TERMINATION**

This Lease may be terminated by either party with six (6) months notice, without penalty or liability.

**Article VI. RENT**

The Tenant covenants to pay to the Landlord as rent (the "Rent") an inclusive amount of \$40,800.00 per year, which equals \$3,400.00 per month, commencing 1-October-2022, and for the remaining term of this Lease, unless abated or diminished as hereinafter provided.

Tenant shall pay Rent to Landlord at the address of Landlord set forth in s. 1.03 (or such other address as Landlord may advise in writing) commencing on 1-October-2022 and thereafter in equal monthly installments in advance on the first day of each month.



**Section 6.01 Utilities**

The Landlord shall pay for all utility expenses including water, sewer, grinder, garbage, electricity, fuel, used or consumed in the Leased Premise.

**Section 6.02 Property Maintenance/Repairs**

The Landlord shall pay and is responsible for all property maintenance, including, but not limited to, structural and minor repairs, heat equipment and appliances (replacement of filters and regular inspection and maintenance ), ventilating, replacements of plate glass, air conditioning system, plumbing, the electrical systems, landscaping/grass cutting, snow plowing, smoke and carbon monoxide detectors, pest control, etc.

**Section 6.03 Taxes**

Landlord shall pay all Real Estate Taxes, capital taxes, GST, and/or any other taxes which may be levied or assessed by any lawful authority against the Leased Premise.

**Article VII. TENANCY**

**Section 7.01 Use and Occupancy**

The Leased Premise may be used for any lawful use, including but not limited to, as a station base for paramedic services and vehicles, and as office space, as may be operated from time to time by the Tenant.

**Section 7.02 Quiet Enjoyment**

Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold and enjoy the Leased Premise and all rights, easements, appurtenances and privileges belonging or in any way appertaining thereto during the full term of this Lease and any extension thereof.

**Section 7.03 Signs**

The Tenant shall have the right to place signs within or upon the Leased Premise.

**Section 7.04 Parking**

The Tenant shall have, at minimum, four (4) parking spaces located on the Land. Tenant shall not park his or her car on any unauthorized part within the area surrounding the Leased Premise. If the Tenant does so, they may be charged with the cost of towing it away.

**Section 7.05 Security/Locks**

The Tenant shall be responsible for installing and maintaining all security systems (includes fob, swipe cards, video surveillance) and/or locks in or on the internal and external doors and windows of the Leased Premise on the condition that the Landlord has a copy of the access keys, fobs, and/or cards and that the Tenant will not change until the Landlord is notified.

**Section 7.06 Moving of Furniture**

No goods, chattels, fixtures or other items that might overload the floors of the Leased Premise shall be brought into the Leased Premise, nor shall such items be moved on, in or over the Leased Premise so as to damage same. The Tenant will be held responsible for any damage caused by movements of items in, out, or about the Leased Premise.

**Section 7.07 Bulbs**

The Tenant's responsibility is to supply and replace electrical light bulbs within the Leased Premise. The Tenant shall use proper light bulbs.

**Section 7.08 Nuisance (Noise)**

The Landlord acknowledges that the Tenant's Use is not a nuisance nor will it be deemed to be a nuisance.

**Article VIII. LICENSE AND SUBLETTING**

The Tenant may sublet all or any part of the Leased Premise or licence the use of any portion thereof only with the written consent of the Landlord, which shall not be unreasonably withheld.

**Article IX. REQUIREMENTS OF LAW**

Tenant shall comply with and shall from time to time conform the Leased Premise, at its own expense, to the requirement of every applicable lawful statute, law, by-law, ordinance, regulation and order and with every reasonable regulation and order of all federal, provincial, municipal, local and other governmental and quasi-

governmental authorities, departments, commission and boards having jurisdiction, affecting the operation, condition, maintenance, use or occupation of the Leased Premise or be required on account of any particular use to which the Leased Premise may be put, but only insofar as the necessity therefor shall arise solely out of the manner or method of use of the Leased Premise. Provided, however, that the foregoing shall not require Tenant to make any structural alterations, installations or repairs at any time. Landlord shall comply with all of such requirements except to the extent that the Tenant is obligated to comply therewith. Tenant shall have the right upon giving notice to Landlord to contest any obligations imposed upon Tenant pursuant to the provisions of this article and defer compliance during the pendency of such contest if the failure of Tenant to so comply will not subject Landlord to criminal or other penalty or cost. Landlord shall cooperate with the Tenant in such a contest and shall execute any documents reasonably required in furtherance of such purpose.

## **Article X. INSURANCE AND INDEMNITY**

### **Section 10.01 Tenant's Insurance**

The Tenant shall effect and maintain during the Term at its sole cost and expense:

- a) "all risks" insurance upon all property owned by the Tenant or by others and for which property the Tenant is responsible located in the Leased Premises including equipment, furniture, fixtures and Leasehold Improvements in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, all such items;
- b) commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury, economic loss and property damage arising from occurrences in or about the Leased Premises or arising from or in any way relating to the Tenant's use or occupancy of the Leased Premises, contractual liability (including coverage of the indemnities provided for in this Lease), non-owned automobile liability and owner and contractors' protective liability, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Leased Premises is located (as determined by the Landlord), but not less than \$5,000,000.00 in respect of each occurrence;

Should the Tenant fail to maintain any of the insurance required pursuant to this s. 10.01 and should such default continue for ten (10) Business Days after Notice to the Tenant, then in addition to any other rights and remedies, the Landlord may, but shall have no obligation to, elect to obtain the required insurance and the Tenant shall, upon demand, pay to the Landlord, as Additional Rent, the Landlord's cost of obtaining such insurance.

### **Section 10.02 Form of Tenant Policies**

Each policy required pursuant to s. 10.01 shall be in a form and with insurers acceptable to the Landlord, acting reasonably, having reasonable deductibles, and:

- a) the insurance described in ss. 10.01(a) and any other property damage insurance shall include, as additional named insureds (but without liability for premiums) as its interests may appear the Landlord;
- b) the insurance described in s. 10.01(b) shall include as additional named insureds (but without liability for premiums) the Landlord and any property manager or facilities manager retained by the Landlord in respect of the Leased Premise;
- c) all property damage and liability insurance shall contain provisions for cross-liability and severability of interests among the Landlord, the other insureds and the Tenant;
- d) all property damage insurance shall contain a waiver of any rights of subrogation which the insurer may have against the Landlord and those for whom the Landlord is in law responsible whether the damage is caused by the act, omission or negligence of the Landlord or such other Persons; and
- e) shall contain a provision that the Tenant's insurance shall be primary and shall not call into contribution any other insurance available to the Landlord.

### **Section 10.03 Certified Copies and Notice to Landlord**

The Tenant shall provide to the Landlord, prior to the Commencement Date, certified copies or other evidence satisfactory to the Landlord that the Tenant has obtained all insurance policies required by this Lease and shall provide written evidence of the continuation of such policies not less than ten days prior to their respective expiry dates.

Each policy required pursuant to s. 10.01 shall provide that:

- a) the insurer must notify the Landlord in writing at least 30 days prior to any material change detrimental to the Landlord or the cancellation of any such policy; and
- b) the policy shall not be invalidated in respect of the interests of the Landlord by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policy.

#### **Section 10.04 Landlord's Insurance**

The Landlord shall effect and maintain during the Term:

- a) liability insurance;
- b) "all risks" property insurance;
- c) boiler and machinery insurance; and
- d) such other insurance on the Land and Building and all property and interest of the Landlord in the Land and Building as determined by the Landlord, in each case, to the extent, with coverage and in amounts as determined by the Landlord from time to time.

The Tenant agrees that it shall not have any insurable interest in, or any right to recover any proceeds under any of the Landlord's insurance policies.

#### **Section 10.05 Insurance Risks**

The Tenant shall not do, omit to do, or permit to be done or omitted to be done upon the Leased Premises anything that may contravene or be prohibited by any of the Landlord's insurance policies in force from time to time covering or relevant to any part of the Land or which would prevent the Landlord from procuring such policies with companies acceptable to the Landlord.

### **Article XI. INDEMNIFICATION**

#### **Section 11.01 Indemnification of the Landlord**

Despite anything else in this Lease, from and after the Commencement Date, the Tenant will indemnify the Landlord and save it harmless from and against any and all loss (including loss of any rent payable by the Tenant under this Agreement or the Lease) and any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorney fees actually incurred) ("Claims"), save and except due to the negligence or willful misconduct of the Landlord or those for whom the Landlord is in law responsible, arising from or to the extent contributed to by any breach, violation or non-observance by the Tenant of any of its obligations under this Lease and in connection with loss of life, injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, its contractors, its employees or by anyone permitted to be on the Leased Premises by the Tenant. If the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with that litigation.

#### **Section 11.02 Indemnification of the Tenant**

Despite anything else in this Lease, from and after the Commencement Date, the Landlord will indemnify the Tenant and save it harmless from and against any and all loss and Claims, save and except due to the negligence or willful misconduct of the Tenant or those for whom the Tenant is in law responsible, arising from or to the extent contributed to by any breach, violation or non-observance by the Landlord of any of its obligations under this Lease and in connection with loss of life, injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of the Landlord, its contractors, its employees or by anyone permitted to be on the Leased Premises by the Landlord. The Landlord will also indemnify the Tenant and save it harmless from and against any and all loss and Claims whatsoever due to, arising from or to the extent contributed to from and in respect of work or services or for liens or deficiencies in holdbacks required to be retained under the Construction Act (Ontario) and successor legislation thereto affecting the Lands with respect to work, maintenances, repairs, and/or services connected to the landlord's work and obligations. If the Tenant, without fault on its part, is made a party to any litigation commenced by or against the Landlord, then the Landlord will protect, indemnify and hold the Tenant harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Tenant in connection with that litigation.

#### **Section 11.03 Liability Limits**

The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:

- a) any damages to or loss of any property left in or on the Leased Premise or the Leased Premise including, without limitation, the garage, if any, or any surface parking area subsequent to the Tenant giving up possession of the Leased Premise whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or

- b) any damage to or loss of property incurred by the Tenant as a result of an "Act of God," including but not limited to the following: severe storm; lightning; flood; infestation of vermin; and insects.

**Article XII. TENANT'S PROPERTY**

All personal property, furniture, fixtures and equipment whether owned by Tenant or leased by Tenant from a lessor/owner (the "Equipment Lessor") within or installed in the Leased Premise by Tenant regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time.

In no event (including a default under this Lease) shall Landlord have any liens, rights or claims to Tenant's and/or Equipment Lessor's personal property, furniture, fixtures and equipment, and Landlord agrees to execute and deliver to Tenant and Equipment Lessor, within ten (10) days after request therefor, any document required by Tenant or Equipment Lessor in order to evidence the foregoing.

**Article XIII. ALTERATIONS**

The Tenant may at its own expense from time to time, during the term hereof, make such alterations, replacements, improvements and changes, structural or otherwise including enlargements to the Leased Premise and the construction of new structures, utilities and other services (hereinafter called "Alterations"), in and to the Leased Premise which it may deem necessary or desirable, provided such Alterations shall not reduce the value of the Leased Premise and any such alterations are completed in a first-class manner.

Provided further, the Tenant shall not make any structural changes or additions without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. In making any Alterations, Tenant shall comply with all applicable laws, orders, and regulations of federal, provincial, district, and municipal authorities, with any direction given by a public officer pursuant to law.

Tenant shall obtain or cause to be obtained all building permits, licences, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Alterations. Landlord shall cooperate with Tenant in the obtaining thereof and shall execute any documents required in furtherance of such purpose.

It is understood and agreed that the Tenant shall not be required to restore the Leased Premise to its original state upon the expiration or termination of the Lease however if the Tenant removes its Alterations it shall repairs any damage caused thereby.

**Article XIV. ACCESS TO LEASED PREMISE**

Tenant shall permit Landlord to enter upon the Leased Premise, at all reasonable times, as approved by Tenant, provided that Landlord shall not unreasonably interfere with the conduct of Tenant's business therein, as follows:

- a) to make repairs, changes, replacements and restorations to the Leased Premise which are required to be made by Landlord, and
- b) to inspect for suspected or actual pest and vermin infestations, and
- c) During the six (6) month period preceding the date of expiration of the term of this Lease to exhibit the Leased Premise to prospective tenants.

**Article XV. UNAVOIDABLE DELAYS ("Force Majeure")**

The Parties agree that if a Force Majeure Event occurs which prevents or delays a party from punctually performing any obligation or satisfying any condition under this Lease, except for Rent and Additional Rent payments, the party affected by such Force Majeure Event (the "Affected Party") must immediately give the other party written notice of:

- (i) the Force Majeure Event including its nature and likely duration;
- (ii) a description of which obligations have been prevented or delayed; and
- (iii) the nature and extent of the effects of the Force Majeure Event on such obligations.

Provided the Force Majeure Event is not caused or contributed to by the Affected Party; provided the Affected Party uses reasonable commercial efforts to remove or lessen the effects of the Force Majeure Event, the obligations of the Affected Party shall be suspended, to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives the written notice until the cessation of the Force Majeure Event.

The Affected Party shall report to the other party in writing (regularly) of its steps to remove or lessen the effect of that Force Majeure Event.

On the cessation of such Force Majeure Event, the Affected Party shall:

- a) immediately give notice to the other party of the cessation of the Force Majeure Event; and
- b) resume performance of the obligations suspended due to the Force Majeure Event.

For this Lease, Force Majeure Event means events that are beyond the reasonable control of a party, which prevent the party from performing any of its obligations under this Lease, including but not limited to: change in law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, a hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation contamination, chemical contamination, acts of God, plague or other serious epidemics, electricity supply interruptions and/or power failures.

## **Article XVI. LANDLORD'S DEFAULT**

### **Section 16.01 Event of Default**

If Landlord shall be in default in the observance or performance of any covenant or obligation herein to be observed or performed by it ("Landlord's Default"), the Tenant shall:

- a) Notify the Landlord in writing with the particulars of the Landlord's Default;
- b) Provide the Landlord with a reasonable opportunity to remedy the Landlord's Default;
- c) Notify the Landlord of the period of time within which the Landlord is required to remedy the breach (the "Landlord's Notice Period").

### **Section 16.02 Actions**

If the Landlord does not remedy the Landlord's Default within the Landlord's Notice Period and it becomes apparent to the Tenant that the Landlord cannot completely cure the Landlord's Default within the Notice Period or the Landlord is not proceeding to remedy the Event of Default in a way that is satisfactory to the Tenant; the Tenant may:

- a) Extend the Notice Period, or
- b) Terminate this Lease immediately by Notice; or
- c) Notify the Landlord that the Tenant intends to cure such default or without notice, if in Tenant's reasonable judgment an emergency shall exist, cure such default, and Landlord shall pay to Tenant, upon demand, the reasonable cost thereof. Tenant shall not, except in an emergency, commence to cure any default of such a nature that said a default could not reasonably be cured within such period of ten (10) days if Landlord promptly commences and thereafter proceeds with due diligence and in good faith to cure such default; or
- d) If the Landlord is unable to cure the Landlord's Default upon conclusion of the Notice Period, and said defaults limits Tenant's access to the Leased Premises, then the Landlord agrees to provide a rent abatement against future Rent payable in the amount based on the following calculation:  
 $\$40,800.00/\text{year} / 365 \text{ days} = \$111.78/\text{day} + 15\% \text{ admin fee} = \$128.55 \text{ per day}$  for each day from the date of notification of Landlord's Default until the date when the Landlord's Default is cured (the "Rent Abatement").

### **Section 16.03 Additional Expenses**

In the case where a suit shall be brought by the Tenant due to the Landlord's Default and such suit shall be successful the Landlord shall pay to the Tenant all expenses incurred, therefore, including a reasonable solicitor's fee.

### **Section 16.04 Remedies Cumulative**

The Tenant may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Landlord, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Tenant by statute or the general law.

## **Article XVII. TENANT'S DEFAULT**

### **Section 17.01 Remedying by Landlord**

In addition to all rights and remedies of the Landlord available to it by any provision of this Lease or by statute or the general law, in the event of any default hereunder by the Tenant, the Landlord shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Leased Premises

to do any work or other things therein on not less than five (5) business days notice to the Tenant or without notice in the event of an emergency; all expenses of the Landlord in remedying or attempting to remedy such default shall be payable by the Tenant to the Landlord as Additional Rent forthwith upon demand; the Landlord will not be responsible to the Tenant for loss or damage resulting from any such action by the Landlord under any circumstances.

#### **Section 17.02 Right to Re-Enter**

In the event of any failure of the Tenant to pay any Rent due hereunder or any part thereof within fifteen (15) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Tenant then the Landlord, besides any other rights or remedies may re-enter the Leased Premises upon reasonable notice and may remove all persons and property from the Leased Premises and any such property may be removed and stored in a public warehouse, at Tenant's expense.

#### **Section 17.03 Right to Relet**

Should the Landlord elect to re-enter, as herein provided under s.17.02 it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied as follows:

- i. first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord,
- ii. second, to the payment of any costs and expenses of such reletting including brokerage fees and solicitor's fees and costs of such alterations and repairs;
- iii. third, to the payment of Rent due and unpaid hereunder; and
- iv. the residue, if any, shall be held by the Landlord and applied in payment of future Rent as the same may become due and payable hereunder.

Should such rentals received from such reletting during any month be less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency to the Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to the Tenant. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

#### **Section 17.04 Payments**

In any of the events referred to in s. 17.02 and s. 17.03 hereof, the full amount of the current month's Rent and Additional Rent and the next three (3) months' Rent and Additional Rent shall immediately become due and payable.

#### **Section 17.05 Additional Expenses**

In the case where a suit shall be brought by the Landlord for recovery of possession of the Leased Premises, for the recovery of Rent, or any other amount due under the provisions of this Lease and such suit shall be successful the Tenant shall pay to the Landlord all expenses incurred, therefore, including a reasonable solicitor's fee.

#### **Section 17.06 Remedies Cumulative**

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

#### **Section 17.07 Abandoned Rented Premise**

Without limiting the meaning of abandonment, the Landlord and Tenant agree that the Leased Premise may be deemed abandoned where the Leased Premise is substantially barren of the Tenant's personal property, and the Rent is unpaid after the date that it is due. The Landlord and the Tenant agree that if the Leased Premise is abandoned, the Landlord may re-enter the Leased Premise and, in addition to any additional rights the Landlord may have, the Landlord may relet the Leased Premise. In that event, such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.



In the event of abandonment of the Leased Premise, the Tenant acknowledges that the Landlord will incur costs to store and dispose of the Tenant's personal property and relet the Leased Premise. The Tenant shall be liable to the Landlord for the Landlord's costs of storage, advertising, administration, commission, cleaning, legal fees on a solicitor and client scale, damages to the Leased Premise and arrears of Rent.

**Article XVIII. END OF TERM**

Upon expiration or termination of this Lease, Tenant shall peaceably and quietly quit and surrender the Leased Premise in good order and condition, reasonable wear and tear and damage by fire, the elements, or any other risk or peril in respect of which insurance is to be carried by the terms of this Lease or other casualty or causes beyond Tenant's control, and repairs which are provided to be the responsibility of the Landlord by the terms of this Lease, excepted.

**Section 18.01 Keys**

The Tenant shall deliver to the Landlord all keys for the Leased Premise on termination of the tenancy.

**Section 18.02 Holding Over**

Except as otherwise set forth in this Lease, should Tenant hold over in possession after the expiration of the term of this Lease or any extension thereof without renewal, such holding over shall not be deemed to extend the term or renew this Lease, but the tenancy thereafter shall continue as a tenancy from month to month upon the terms and conditions herein contained and at the Rent in effect immediately preceding such expiration.

**Article XIX. DAMAGE OR DESTRUCTION**

If the Leased Premise is damaged or destroyed by fire or other casualty and rendered unfit for occupancy, the Rent hereby reserved shall be suspended until the Leased Premises have been rebuilt and/or repaired or restored up to the limits of the insurance maintained by the Landlord;

If the Leased Premises is incapable of being rebuilt and/or repaired or restored with reasonable diligence within one hundred and eighty (180) days of the happening of such destruction or damage, upon the sole opinion of the Landlord, then the Landlord may at its option terminate this Lease by notice to the Tenant wherein this Lease shall cease and the lease shall become null and void from the date of such destruction or damage.

If the Leased Premises shall be capable with reasonable diligence of being rebuilt and/or restored within one hundred and eighty (180) days of the happening of such destruction or damage, upon the sole opinion of the Landlord, then the Landlord shall rebuild and/or restore or repair the Leased Premises with all speed within the aforesaid one hundred and eighty (180) days but only to the extent of insurance proceeds received.

**Article XX. EXPROPRIATION**

In the event of expropriation of all or part of the Leased Premise, neither the Landlord nor the Tenant shall have a claim against the other for the shortening of the term, nor the reduction or alteration of the Leased Premise.

The Landlord and the Tenant shall each look only to the expropriating authority for compensation. The Landlord and the Tenant agree to cooperate so that each is able to obtain the maximum compensation from the expropriating authority as may be permitted in law in relation to their respective interests in the Leased Premise.

Nothing herein contained shall be deemed or construed to prevent the Landlord or Tenant from enforcing and prosecuting a claim for the value of their respective interests in any expropriation proceedings.

**Article XXI. LANDLORD'S PAYMENTS**

All obligations secured by a mortgage or other lien upon the Leased Premise shall be paid by the Landlord when due. In addition to any other rights, Tenant may perform, acquire or satisfy any lien, encumbrance, mortgage or agreement of Landlord which may threaten Tenant's enjoyment of the Leased Premise, and if Tenant does so, it shall be subrogated to all rights of the obligee against Landlord, and/or the Leased Premise and shall be reimbursed by Landlord for resulting expenses and disbursements, together with interest at the Lease Interest Rate, and no merger shall be construed which would defeat such subrogation.

**Article XXII. INVALIDITY OF CERTAIN PROVISIONS**

If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby, and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

**Article XXIII. CHOICE OF LAW**

This Lease and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the Province of Ontario.

**Article XXIV. ESTOPPEL CERTIFICATES**

Upon the request of either Party, at any time or from time to time, Landlord and Tenant agree to execute, acknowledge and deliver to the other, within thirty (30) days after such request, a written instrument, duly executed and acknowledged:

- a) Certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications,
- b) Specifying the dates to which the Rent and Additional Rent have been paid,
- c) Stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if such party is in default, stating the nature of such default.

**Article XXV. NOTICES**

Any notices, consents, approvals, submissions or demands given under this Lease or pursuant to any law or governmental regulation, by Landlord to Tenant or by Tenant to Landlord shall be in writing. Unless otherwise required by law, or governmental regulation, any such notice, consent, approval, submission or demand shall be deemed given if sent by mail, email or facsimile addressed as specified in s. 1.03, or such other address or facsimile as the Landlord or Tenant, as the case may be, designates to the other.

If any such notice or other communication is sent (in the case of email/facsimile) or delivered (in the case of mail) on or before 3:45 p.m., it shall be deemed to have been received on such day if such day is a Business Day, failing which such notice or other communication shall be deemed to have been received on the next Business Day.

If Tenant shall be in doubt as to Landlord's address, Tenant may send any communication to Landlord at the address to which Rent was last sent.

**Article XXVI. NO WAIVER**

The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

**Article XXVII. ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought.

**Article XXVIII. CONSTRUCTION LIENS**

Neither Tenant nor Landlord shall permit any construction lien against the Leased Premise in connection with any labour, materials or services furnished or claimed to have been furnished.

If any such lien shall be filed against the Leased Premise, the party charged with causing the lien will cause the same to be discharged by payment into court or otherwise within fifteen (15) days of notice from the other party or within such shorter time as may be necessary if the funding or financing is delayed pending such discharge, failing which the said other party may cause said lien to be discharged at the cost of the party charged with causing the lien.

**Article XXIX. CAPTIONS**

The captions preceding the articles of this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.



**Article XXX. SUCCESSORS AND ASSIGNS**

The covenants and agreements contained in this Lease shall bind and enure to the benefit of the Landlord and its successors and assigns and Tenant and its successors and assigns.

No successor to Landlord's interest in the Leased Premise shall be entitled to receive rent payments until fifteen (15) days after Tenant's receipt of a proper notice of such change together with a copy of the executed document or documents evidencing such change from the grantor, assignor or party entitled to receive the Rent immediately preceding such change. Until such receipt, Tenant shall continue to pay the Rent and other amounts due hereunder to the party to which, and in the manner in which, the last preceding instalment of Rent was paid.

**Article XXXI. TIME OF ESSENCE**

The Parties agree that time will be of the essence in all respects.

**FOR THE LANDLORD**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

\_\_\_\_\_  
Name: Craig Davidson  
Title: Treasurer/Administrator

*I have authority to bind the Corporation*

**FOR THE TENANT**

**DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD**

\_\_\_\_\_  
Name: Catherine Matheson  
Title: Chief Administration Officer

\_\_\_\_\_  
Name: Mark King  
Title: Board Chair

*We have the authority to bind the Corporation*

**APPENDIX A – LEGAL DESCRIPTION**

**PIN**

49005-0946

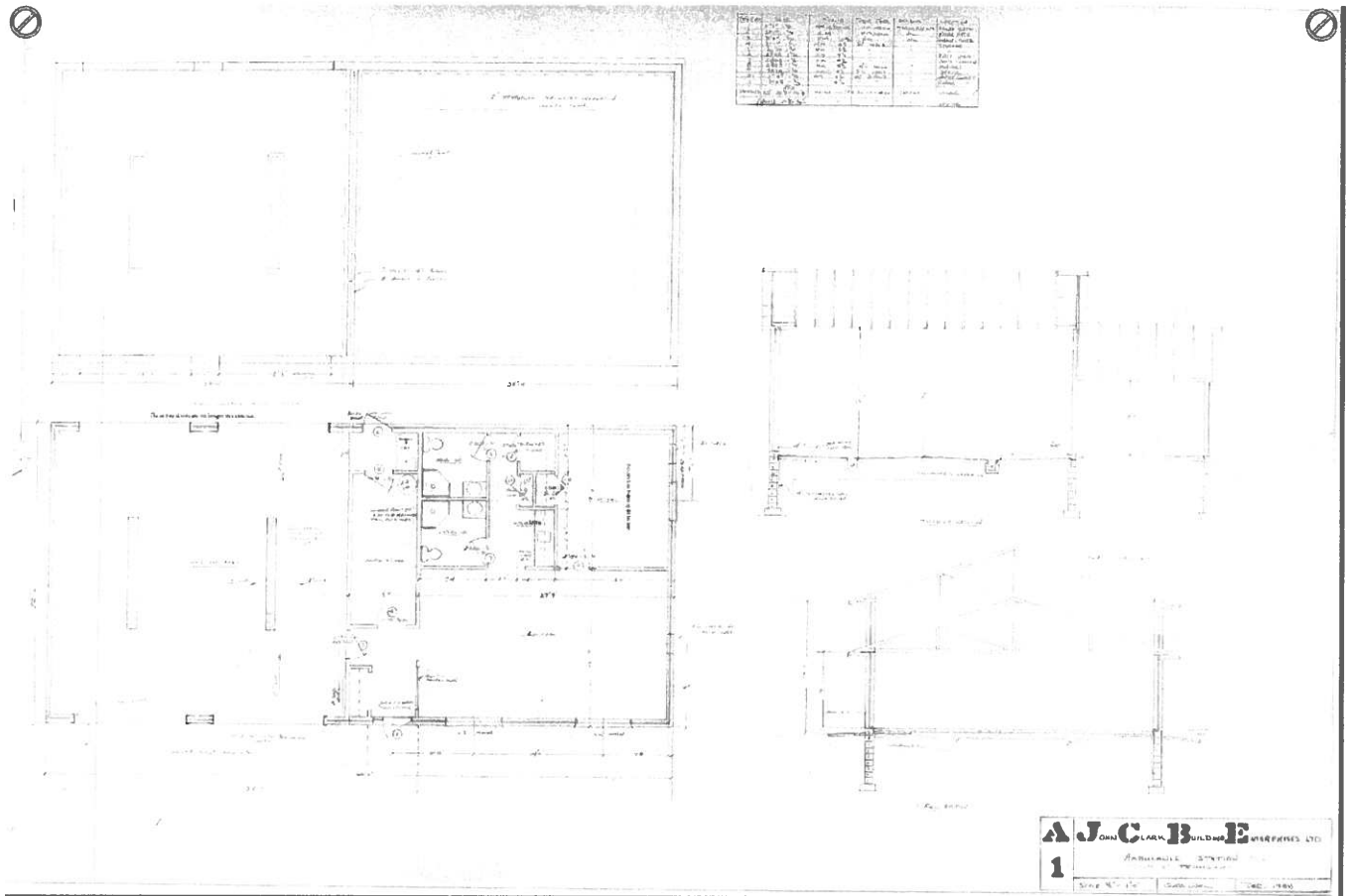
**ADDRESS**

7 Stevens Rd.  
Temagami, ON  
P0H 2H0

**PROPERTY DESCRIPTION**

Plan M251 PT BLK B AND RP 36R6131  
Part II PT PARTS 9 AND 10 RP 36R13181  
Part I PCL 17094 19045

### APPENDIX B: PLAN OF LEASED PREMISES





Corporation of the Municipality of Temagami

Memo No.  
2022-M-183

**Memorandum to Council**

**Subject:** Restricted Acts (Lame Duck)

**Agenda Date:** July 7, 2022

**Attachments:**

**RECOMMENDATION**

BE IT RESOLVED THAT Council direct Staff to prepare a by-law to delegate certain authority in a restricted acts period for the next meeting for Council's consideration.

**INFORMATION**

Section 275 of the Municipal Act, 2001, as amended, establishes two periods where Council's actions may be restricted. First, on nomination day if there are less than three quarters of the present Council possible to return and second, if after election day if less than three quarters of the present Council reelected then the actions of Council are restricted. In our case, three quarters is 6 Members of Council.

If the actions of Council are restricted, Council could not

- Appoint or remove from office any officer of the municipality
- Hire or dismiss any employee of the municipality
- Dispose of any real property which has a value exceeding \$50,000 at the time of the disposal and was not included in the current budget, or
- Make any expenditure, or incur any other liability which exceeds \$50,000 that is not included in the current budget.

At the next meeting, Staff will present a by-law to delegate these actions to the Treasurer/Administrator. This delegation would only be effective should the actions of Council become restricted. If this is not the case then the delegation would be of no effect.

The first business meeting of the new term, presently scheduled for December 8<sup>th</sup>, the Treasurer/Administrator will report to Council on any and all actions taken as a result of this delegation for ratification by Council 2022-2026.

While there is no intention to hire/fire, appoint or remove at present time, there are times when circumstances are not presently known and losing the ability of appoint an officer of the municipality could be detrimental. In Staff's opinion, it is better to have the delegation and not use it than not to have the delegation and require it.

**Respectfully Submitted:**  
**Craig Davidson**  
**Treasurer/Administrator**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 22-1623**

**A By-law to amend the zoning provisions which apply to the lands located at 4570 Highway 11 North, Municipality of Temagami**

**WHEREAS** the Council of the Corporation of the Municipality of Temagami is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the Planning Act, R.S.O. 1990, c.P.13;

**AND WHEREAS** Council deems it appropriate to rezone the subject property;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That Schedule 'A2' and 'A6' of Zoning By-law 06-650, as amended, is hereby amended by changing the zone classification on the lands at 4570 Highway 11 North from the Tourist Commercial (TC) Zone to the Tourist Commercial Exception Two (TC-2) Zone on the lands identified on Schedule "A-1" attached hereto and forming part of this By-law.
2. That Section 7.11.4 – Exceptions of By-law 06-650, as amended, is hereby amended by adding the following:

7.11.4.2 – Tourist Commercial Exception Two (TC-2) Zone

- a) Notwithstanding any other provisions of the Zoning By-law, in addition to the uses permitted in the TC Zone, a permanent dwelling unit or seasonal dwelling unit shall be permitted as a principal use within the TC-2 Zone. The following shall also apply:
  - i) For a permanent dwelling unit or seasonal dwelling unit located within the TC-2 Zone, the provisions of Section 7.6 of the Zoning By-law shall apply.
  - ii) An attached deck to a permanent dwelling unit or seasonal dwelling unit shall be permitted to be located a minimum of 11 metres from the shore.
  - iii) A shipping container shall be permitted as a land based boathouse and it shall be permitted to be located a minimum of 2 metres from the southern interior lot line.

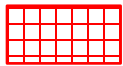
READ A FIRST AND SECOND TIME on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

READ A THIRD TIME and finally passed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Dan O'Mara, Mayor

\_\_\_\_\_  
Suzie Fournier, Municipal Clerk

Schedule 'A-1' to By-law No. 22-1623  
4570 Highway 11 North  
Municipality of Temagami



Lands to be rezoned from the Tourist Commercial (TC) Zone to the Tourist Commercial Exception Two (TC-2) Zone

This is Schedule 'A-1' to By-law No. 22-1623  
Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Dan O'Mara, Mayor

\_\_\_\_\_  
Suzie Fournier, Municipal Clerk

**THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 22-1624**

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**Being a by-law to enter in an Agreement with the Federal Economic Development Agency for Northern Ontario in regards to the Northern Ontario Development Program.**

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WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality 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 an application under the Northern Ontario Development Program of the Federal Economic Development Agency for Northern Ontario was made to support expenditures of \$482,881 with funding of \$434,593;

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Mayor and Clerk are hereby authorized and directed to execute the Agreement with the Federal Economic Development Agency for Northern Ontario, attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami 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.

TAKEN AS READ A FIRST, SECOND and THIRD time and finally passed this 7<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 22-1625**

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**Being a by-law to authorize a lease agreement with District of Nipissing Social Services  
Administration Board for the Temagami Ambulance Building**

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**WHEREAS** under Section 8 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality 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 Council of the Municipality of Temagami deems it desirable to enter into an agreement with the District of Nipissing Social Services Administration Board to allow them to lease the Temagami Ambulance Building;

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Treasurer/Administrator is hereby authorized and directed to execute the agreement attached hereto as Schedule “A” and forming part of this bylaw.
2. That this bylaw shall come into force and take effect on the 1<sup>st</sup> day of October, 2022.
3. That the Clerk of the Municipality of Temagami 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.

BE TAKEN AS READ a First, Second and Third time and passed this 7<sup>th</sup> day of July 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 22-1626**

---

**Being a by-law to enter in a Transfer Payment Agreement with her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure in regards to the ICIP Green Program.**

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WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality 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 a Transfer Payment Agreement through the ICIP Green Program will approve project expenditures in the amount of \$4,153,100 with funding from the Province of Ontario of \$1,384,228.23 and funding from the Government of Canada of \$1,661,240.;

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Mayor and Clerk are hereby authorized and directed to execute the Transfer Payment Agreement with her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami 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.

TAKEN AS READ A FIRST, SECOND and THIRD time and finally passed this 7<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
GREEN STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

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

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**The Corporation of the Municipality of Temagami**

(**CRA#868440181**)

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

## 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iii) any other means with the other Party’s prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Project;
  - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
  - (h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**The Corporation of the Municipality of Temagami**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

### A.1.0 INTERPRETATION AND DEFINITIONS

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) "shall" and "will" are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**"Aboriginal Community"** has the meaning ascribed to it in section I.1.1 (Definitions).

**"Aboriginal Consultation Record"** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**"Asset"** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**"Authorities"** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**"Bilateral Agreement"** means the Canada-Ontario Integrated Bilateral Agreement for



the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means the maximum contribution from Canada as set out in Schedule “C”.

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means the maximum contribution from Ontario as set out in Schedule “C”.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

“**Term**” means the period of time described in section A.3.1 (Term).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“**Total Financial Assistance**” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“**Transfer Payment Ontario**” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

<b>Environmental Quality Outcomes:</b>
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
  - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

- A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
  - (b) demand from the Recipient the payment of an amount equal to the Interest Earned.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
  - (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
  - (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.
- A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:
- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
  - (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
  - (c) subsequent operation, maintenance, repair, rehabilitation, construction,



demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

## **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
  - (i) following value-for-money procurement processes for materials and sub-contracts; and
  - (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
  - (ii) any other reports in accordance with any timelines and content

requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

#### A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for



the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A.13.0 FUNDS UPON EXPIRY**

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

#### **A.14.0 DEBT DUE AND PAYMENT**

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A.15.0 NOTICE**

- A.15.1 **Notice in Writing and Addressed.** Notice will be:
- (a) in writing;
  - (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
  - (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.
- A.15.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
  - (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.
- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
  - (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

## **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

## **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

**A.27.2 Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

## A.28.0 ABORIGINAL CONSULTATION

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
  - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
    - (i) Aboriginal Communities have been notified and, if applicable, consulted;
    - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
    - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
    - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties



will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
    - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
    - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

**[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE “B”  
SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

**B.2.0 MAXIMUM FUNDS**

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

**B.3.0 ADDRESSEES**

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPGreen@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> The Corporation of the Municipality of Temagami 7 Lakeshore Drive, Temagami, Ontario P0H2H0</p> <p><b>Attention:</b> Treasurer/Administrator</p> <p><b>Email:</b> craig.d@temagami.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES  
AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE “C”  
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT  
STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

**This project will upgrade the Water Treatment Plant and rehabilitate the watertower in Municipality of Temagami. The work will include the design and installation of a second treatment train for the water treatment plant; the replacement of computer equipment for chemical pumps; and the repair and repainting of the water tower.**

**C.2.0 FINANCIAL INFORMATION**

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$4,153,100.00, rounded to two decimal places.

**C.2.2 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$1,384,228.23, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.3 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$1,661,240.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.4 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.5 Percentage of Federal Support.** Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.3.0 TIMELINES**

**C.3.1 Federal Approval Date.** Federal Approval Date means January 31, 2022.

**C.4.0 PROJECT STANDARDS**

**C.4.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s

*Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

#### **C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project’s status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project’s final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.  
  
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

## **[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]**

## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

#### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
  - i. Land,
  - ii. Buildings, or



- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
  - h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
  - i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
  - j) Costs related to any component of the Project other than its approved scope;
  - k) Real estate fees and related costs;
  - l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
  - m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
  - n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
  - o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
  - p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
  - q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
  - r) Taxes of any kind;
  - s) Costs of relocating entire communities;
  - t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
  - u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
  - v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
  - w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
  - x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
  - (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
  - (ii.) emergency services infrastructure; or
  - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

**[SCHEDULE “F” – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

(a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and

(b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).
- G.4.0 JOINT COMMUNICATIONS**
- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

**G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

**G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

**G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

**G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

**G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

**G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.

**G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

#### **G.9.0 COMMUNICATING WITH RECIPIENT**

**G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

#### **G.10.0 ADVERTISING CAMPAIGNS**

**G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**



## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES  
FOLLOWS]**

## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### **J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### **J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

#### **J.4.0 PAYMENTS OF FUNDS**

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
  - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
  - (d) compliance with all applicable audit requirements under the Agreement; and
  - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

## **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

## **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

## **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;



- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

## BY-LAW NO. 22-1627

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**Being a by-law to amend By-law No. 10-870, a by-law to regulate the keeping of animals and the registration of dogs and cats in the Municipality of Temagami.**

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**WHEREAS;** in accordance with Section 391(1) of the Municipal Act, S.O. 2001, Chapter M. 45 as amended, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

AND WHEREAS the Council of the Corporation of the Municipality of Temagami passed By-law No. 10-870 which provides for dog and cat licenses / tags to be issued;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That section 4.4 of By-law 10-870, as amended, be deleted and replaced by the following:
  - 4.4 Dog and cat tags shall be renewed annually and shall be renewed yearly on the registration date of the animal
2. That section 5.1 (g) of By-law 10-870, as amended, be deleted and replaced by the following:
  - g) The registration and renewal fee shall be paid in accordance with the Fees and Charges By-law 20-1512, as amended, Schedule I- Animal Tag Fees and in accordance with the following:
    - a) the owner of the dog or cat is 65 years of age or older; or
    - b) the dog or cat has been spayed or neutered. A certificate signed by a veterinarian shall be satisfactory evidence, but the Registrar may accept such other evidence as the Registrar in his or her sole discretion may determine.
3. That section 9 of By-law 10-870, as amended, be deleted and replaced by the following:
  - 9 If a dog or cat tag is lost or damaged the Registrar shall issue a replacement dog or cat tag to the owner of a registered dog or cat when fees are paid in accordance with the Fees and Charges By-law 20-1512, as amended, Schedule I- Animal Tag Fees;
4. That section 15.5 of By-law 10-870, as amended, be deleted and replaced by the following:

15.5 During the impound period referred to in subsection 15.4, the owner of the dog or cat shall be entitled to redeem the dog or cat upon:

- a) payment of the impound fee and board fee in an amount determined in accordance with Fees and Charges By-law 20-1512, as amended, Schedule I- Animal Tag Fees;
- b) payment of any veterinarian fees incurred for the well-being of the dog or cat; and
- c) registering the dog or cat in accordance with this By-law if there is no evidence the dog or cat is already registered. When no proof can be shown that the dog or cat is not registered the appropriate license fees shall be doubled.

5. That section 16.2 of By-law 10-870, as amended, be deleted and replaced by the following:

16.2 In the event that the owner of the dog or cat impounded for protective care does not claim the dog or cat and pay the impound fees, board fees and veterinarian fees in accordance with Fees and Charges By-law 20-1512, as amended, Schedule I- Animal Tag Fees, and this Bylaw, within eight days, then on the ninth day, the dog or cat may be deemed to have been impounded as running at large in accordance with Section 15 and time under subsection 15.5 shall begin to run.

6. That section 17 of By-law 10-870, as amended, be deleted and replaced by the following:

17 Where a dog or cat is seized and impounded, or impounded for protective care, the owner, if known, shall be liable for the impound fees, board fees and veterinarian fees in an amount determined in accordance with Fees and Charges By-law 20-1512, as amended, Schedule I- Animal Tag Fees, whether the dog or cat is claimed from the pound or not and shall pay all fees to the Municipality forthwith. In appropriate humanitarian circumstances, as determined by the Municipality, the Municipality may, in use their discretion to waive all or part of the impound fees, board fees and veterinarian fees, or provide for delayed or installment payments of same.

7. That Schedule A of By-law 10-870 be deleted;
8. That the Clerk of the Municipality of Temagami 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.
9. That this By-law shall take effect on the final passing thereof.

BE TAKEN AS READ A FIRST time on this 7<sup>th</sup> day of July, 2022;

READ A SECOND TIME on this 7<sup>th</sup> day of January, 2022;

READ A THIRD TIME AND FINALLY PASSED on this 7<sup>th</sup> day of January, 2022.

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MAYOR

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CAO/Clerk

**THE CORPORATION OF THE  
MUNICIPALITY OF  
TEMAGAMI**

**BY-LAW NO. 22-1628**

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**Being a by-law to authorize the sale of land known as PT LOCATION CL8559 STRATHY  
PART 2 PLAN 36R14252 MUNICIPALITY OF TEMAGAMI**

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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 Corporation of the Municipality of Temagami accepted an offer from the adjacent landowner to purchase the property described above and more commonly known as Lot 199 for the amount of \$4,600;

AND WHEREAS the sale and land transfer of this property has taken place on June 14, 2022;

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Municipality of Temagami was hereby authorized and directed to transfer the lands legally described as PT LOCATION CL8559 STRATHY PART 2 PLAN 36R14252 Municipality of Temagami, District of Nipissing to James Black for the sum of Four Thousand, Six Hundred Dollars (\$4,600.00) plus applicable taxes;
2. That the Mayor and Municipal Clerk were hereby authorized and directed to execute said transfer and such further and other documents as were reasonably required to complete the transfer of said lands;
3. That the Municipality's solicitor had the authority to electronically sign for completeness and release any document required to be registered on title electronically;
4. That the Clerk of the Municipality of Temagami was hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
5. That this bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 7<sup>th</sup> day of July 2022.

READ A SECOND AND THIRD time and finally passed this 7<sup>th</sup> day of July 2022.

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Mayor

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Clerk



Corporation of the Municipality of Temagami

Memo No  
2002-M-174

**Memorandum to Council**

<b>Subject:</b>	Maps related to the Traffic and Parking By-law 22-1603, as amended
<b>Agenda Date:</b>	<b>June 16, 2022</b>
<b>Attachments:</b>	Traffic and Parking By-law 22-1603, as amended Aerial /Area Maps

**RECOMMENDATION**

BE IT RESOLEVD THAT Council review the maps related to the parking by-law to assist with determining parking requirements and other traffic related matters;

AND FURTHER THAT that the maps be received as a tool to assist with the visualization of the Traffic and Parking By-law 22-1603, as amended.

**INFORMATION**

Staff received direction from Council to prepare maps which represent the Parking and Traffic requirements provided for on the Traffic and Parking By-law 22-1603, as amended.

The aerial views cover the Temagami Village, the North Town site, Cassals Lake access, Rabbit Lake access, Martin River Fire Hall and Lake Temagami Access Rd and lots.

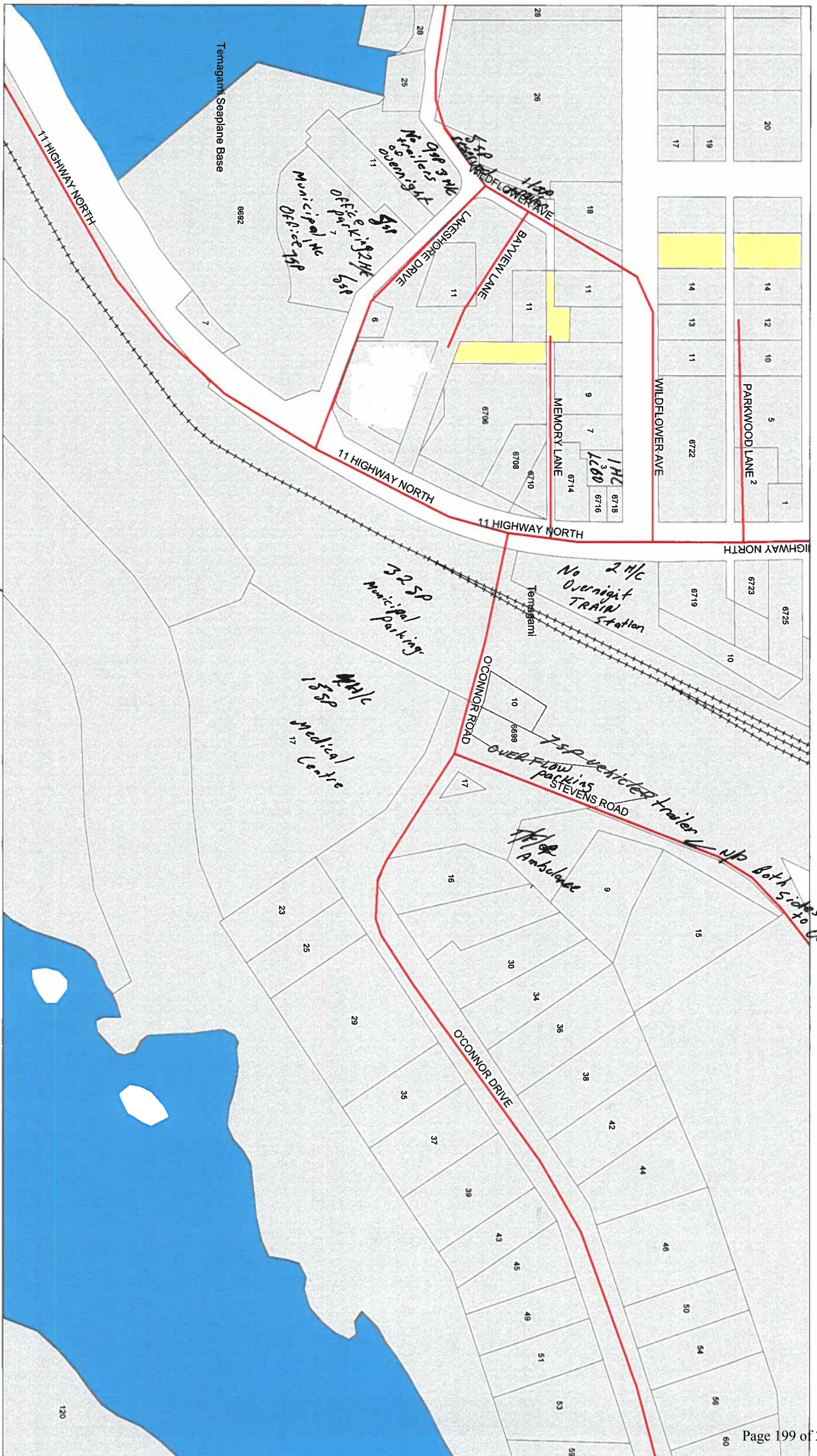
The aerial views provide locations of the Handicapped Parking spaces (H/C), reserved parking, contractor parking and prohibited areas. The maps are for information and should Council desire further changes to the by-law, the maps will assist both staff and Council with visualization of the desired changes.

Staff recommend using the maps a as a visualization tool only, to assist with interpretation of the wording of the by-law.

**Respectfully Submitted:**

**Daryl Bell,  
Municipal Law Enforcement Officer**

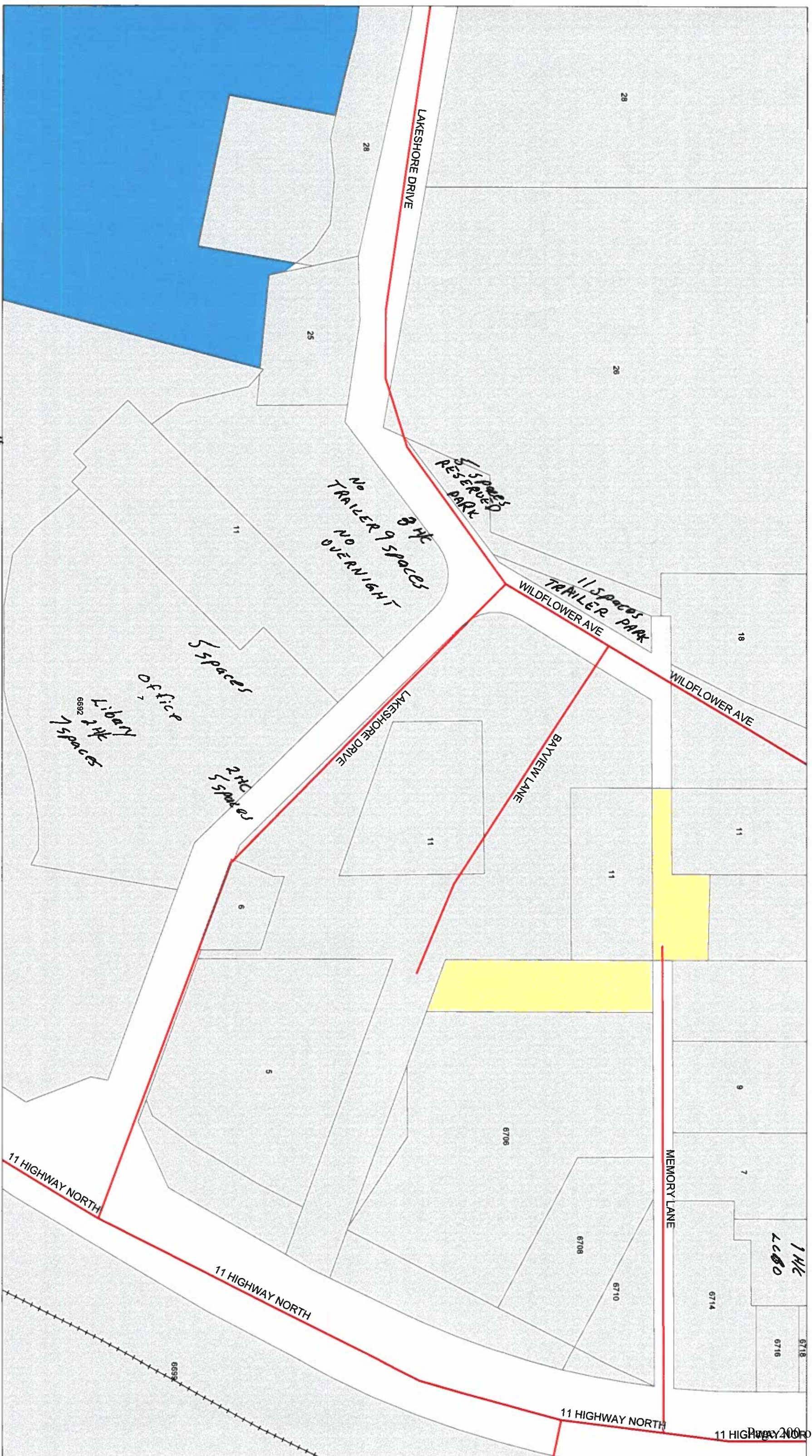




Map #1 TEMAGAMI VILLAGE

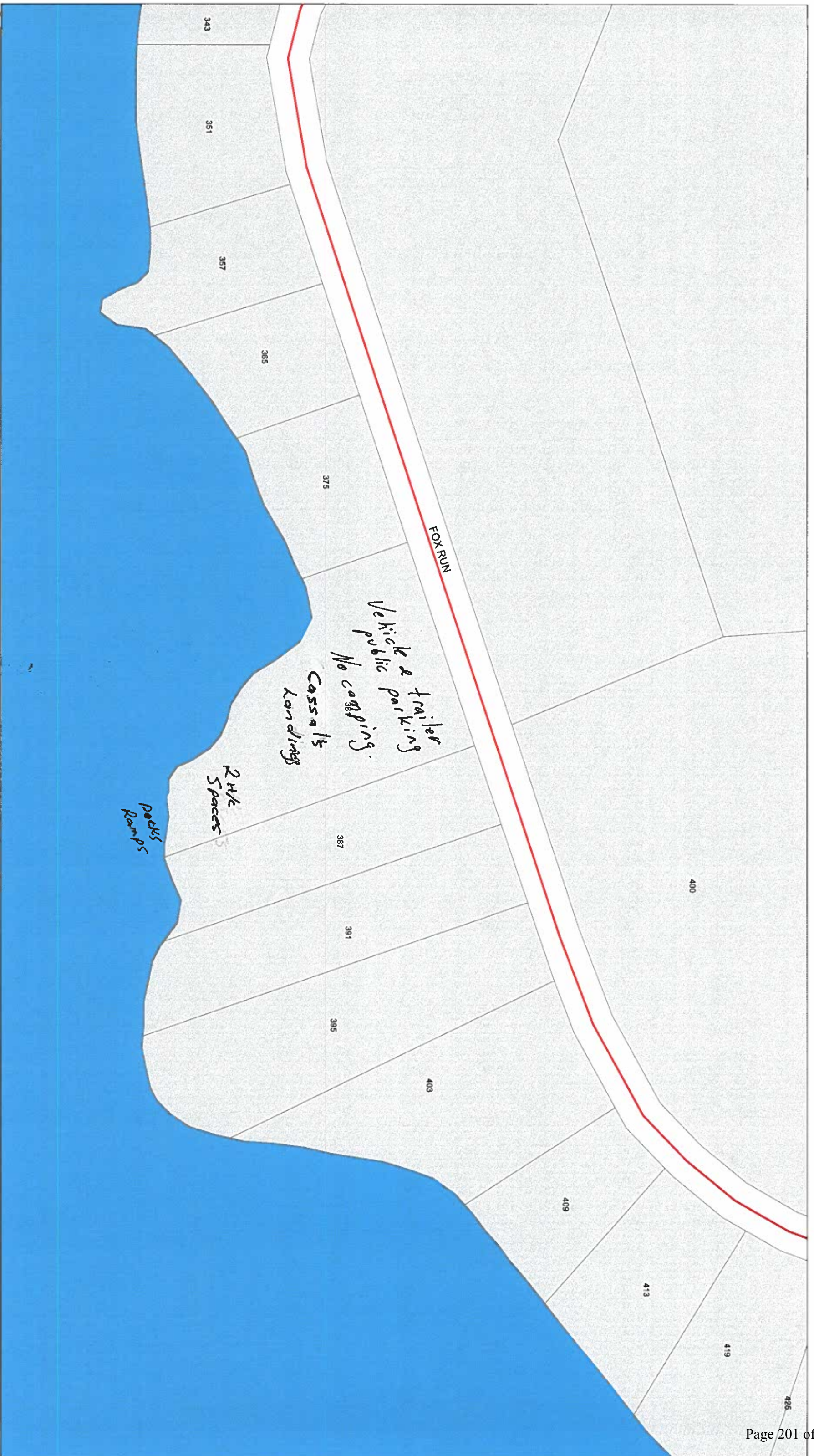


Map #2 TENGAGANI VILLAGE PARKING.  
Municipal Office,  
TAFIP, WILDFLOWER AVE



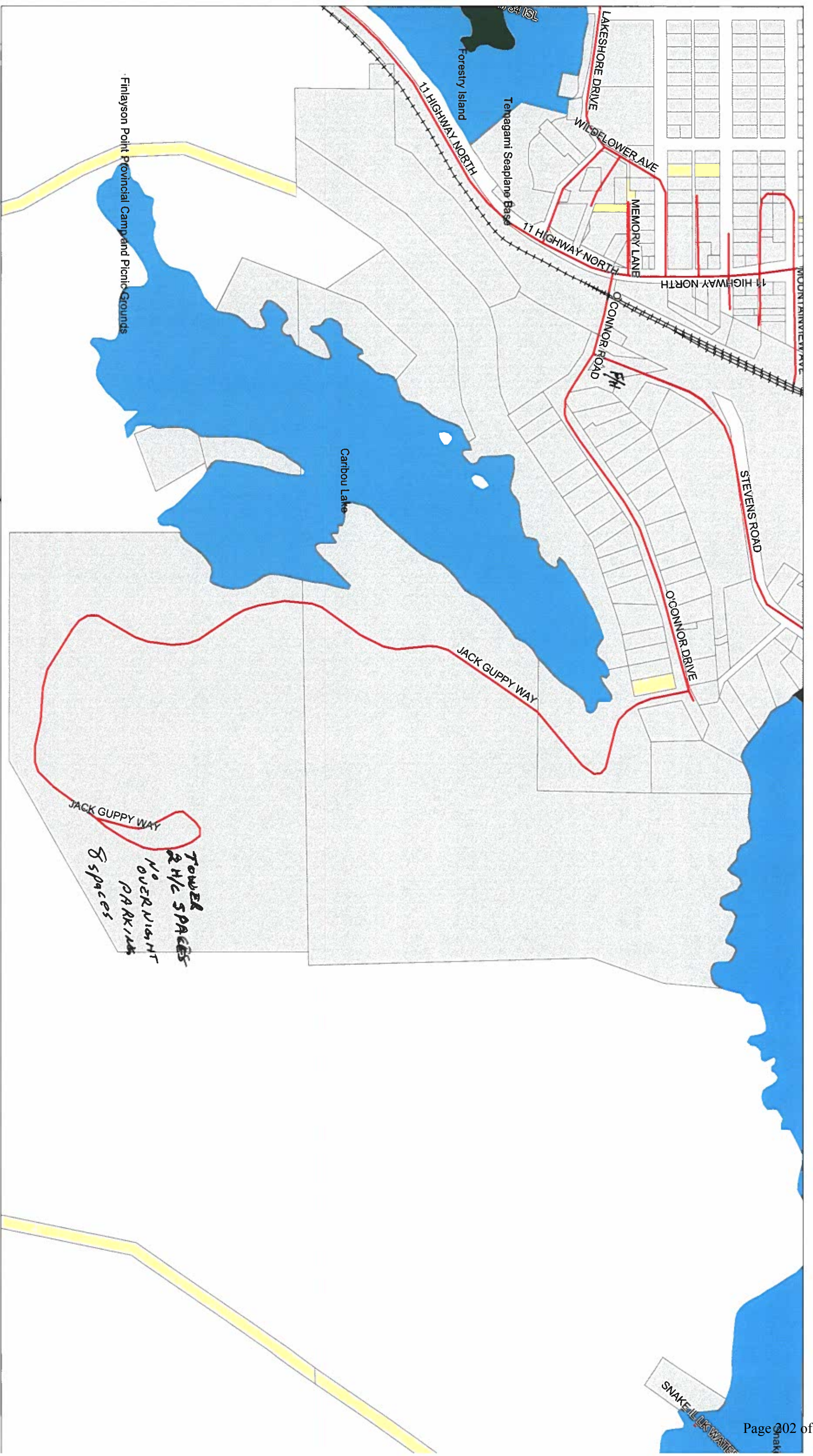


MAP # 5 CASSA'S LAKE ACCESS





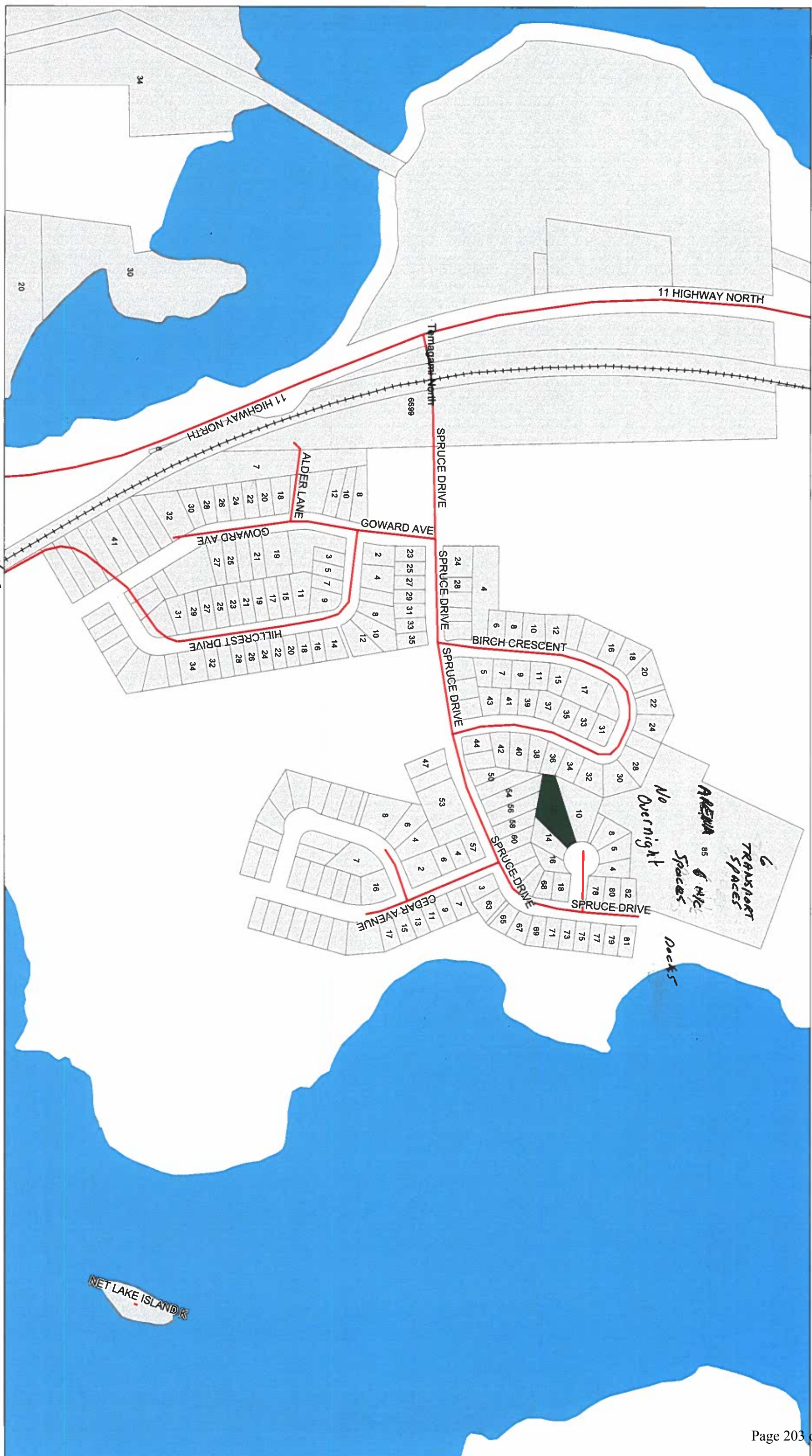
MAP #4  
FIRE TOWER





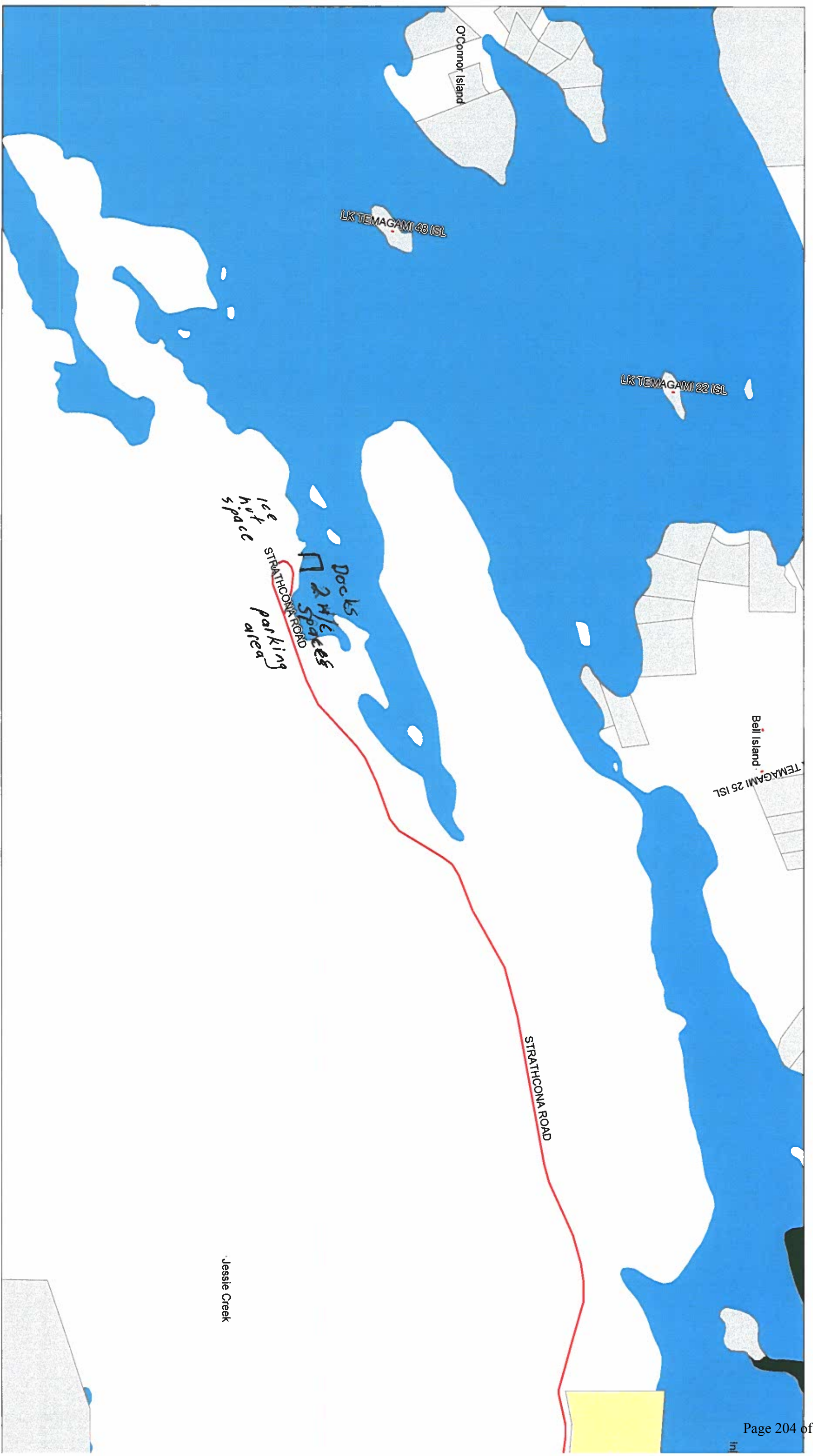
MAD #5

ARENA/COMMUNITY PARKING

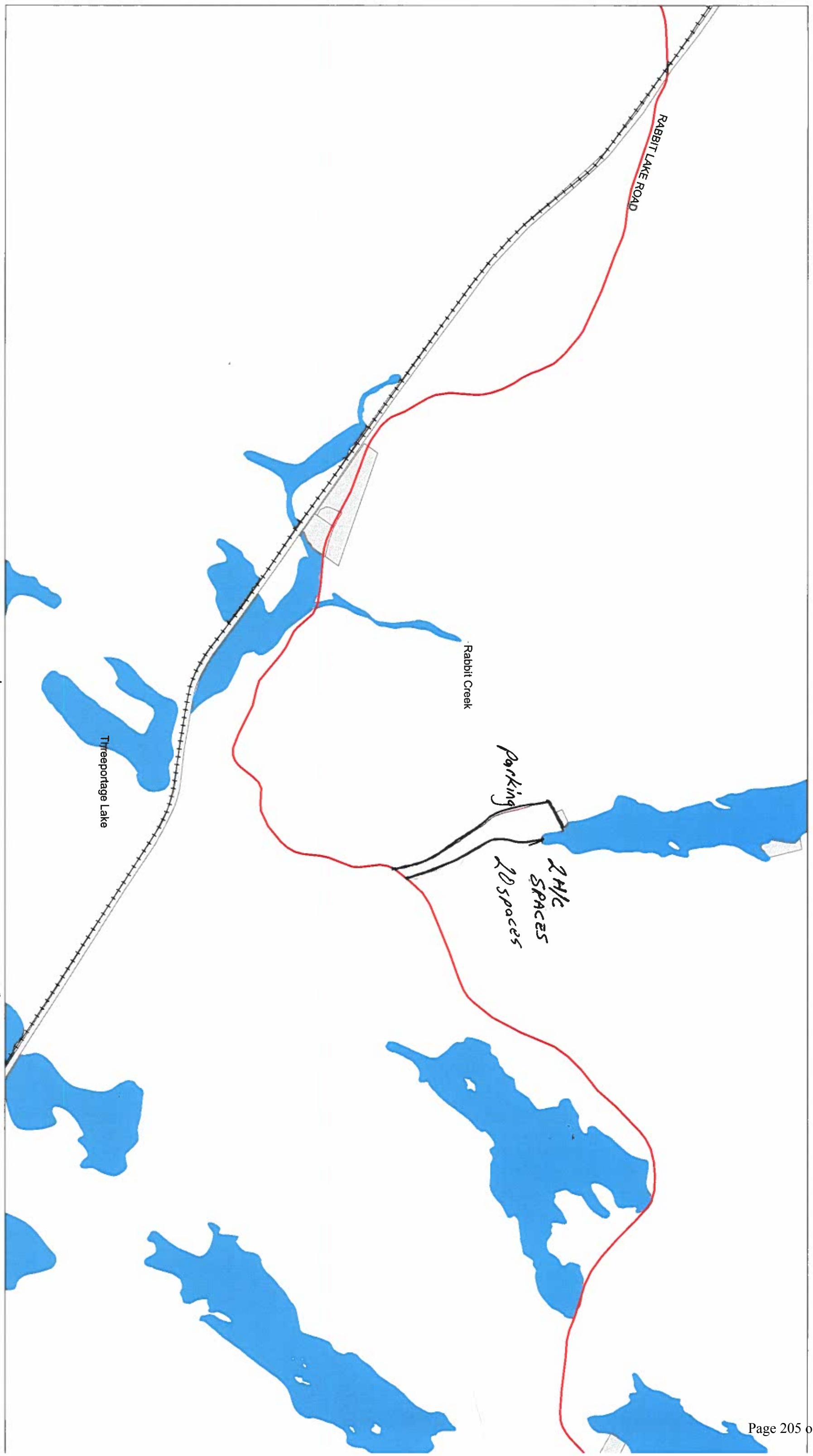




MAP # 6 STRATHCONA ACCESS



MAP #7 RABBIT LAKE ACCESS





ARTHURS RD

49

2912

2904

2890

2913

2899

2881

2877

2879

11 HIGHWAY

11 HIGHWAY

Marten River Provincial Park

Marten River Provincial Park

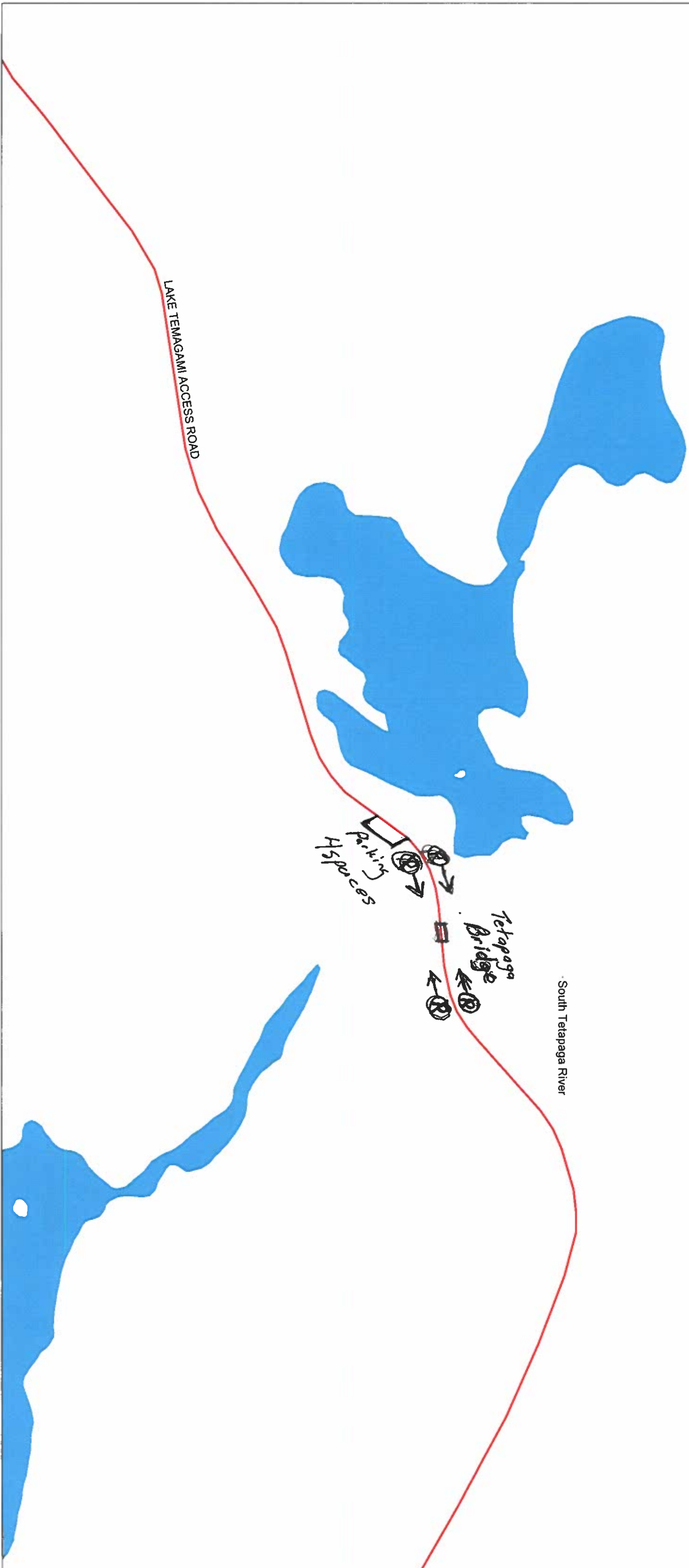
2 H/C  
5 Acres

M R F D

MPP #8

MARTEN RIVER FIRE

MPP 49 LAKE TEMAGAMI ACCESS RD  
TETAPAGA BRIDGE PROHIBITED PARKING

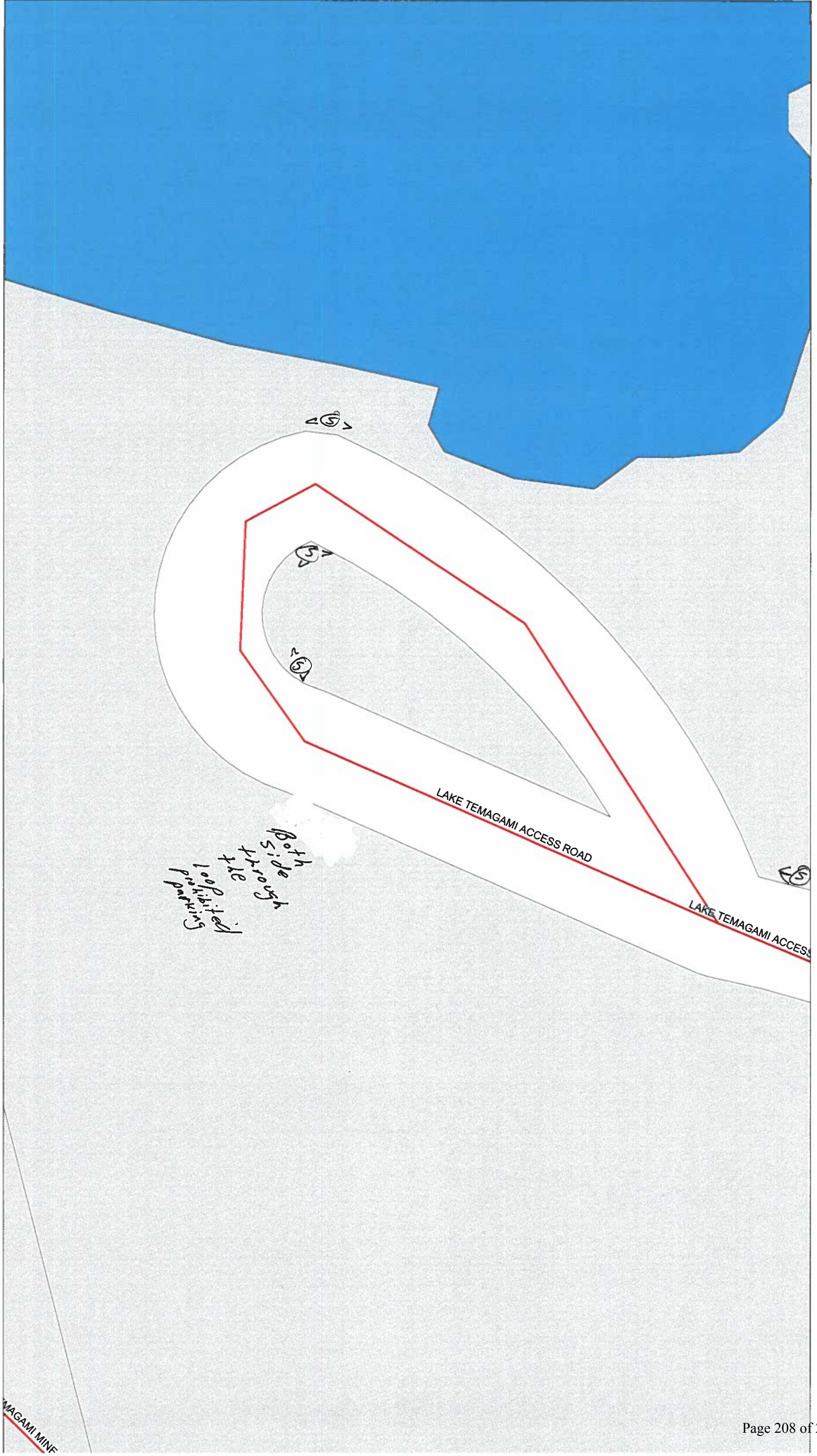




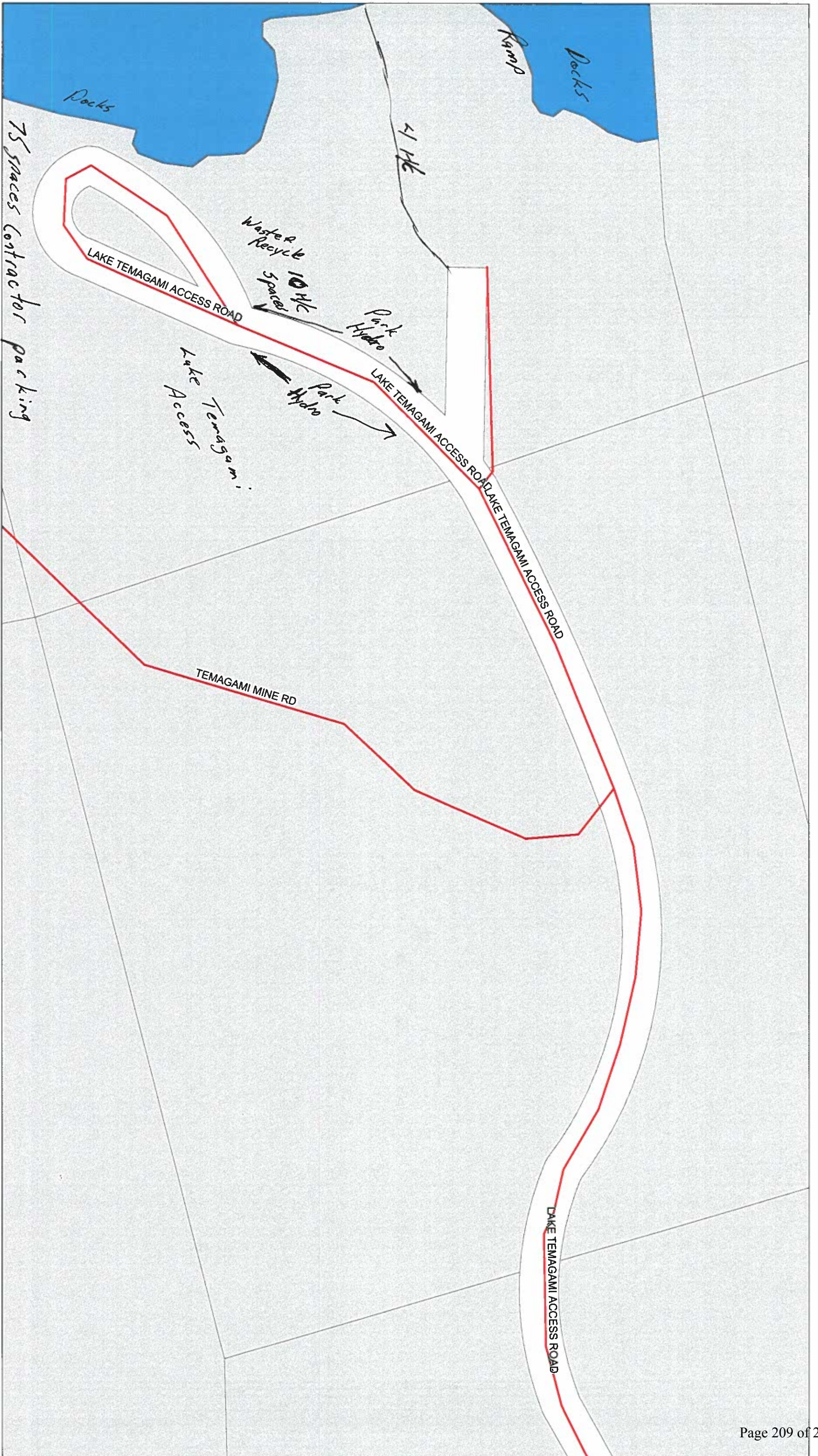
MAP # 10

LAKE TEMAGAMI ACCESS

PROHIBITED PARK







MAP #11 LAKE TEMAGAMI ACCESS & MAINTENANCE LANSING



28

docks

ramp

Manitou

MHC

recycle area

10 Hc enclosed by signs

50 parking spaces

Reserved parking

66 electrical spaces paid  
36 non-electric spaces paid

LAKE TEMAGAMI ACCESS ROAD

LAKE TEMAGAMI ACCESS ROAD

LAKE TEMAGAMI ACCESS ROAD

TEMAGAMI MINE RD

MAD#12 LAKE TEMAGAMI & MANITOU ACCESS





Corporation of the Municipality of Temagami

Memo No.  
2022-M-184

**Memorandum to Council**

**Subject:** Notice of Motion – Councillor Youngs

**Agenda Date:** July 7, 2022

**Attachments:**

**RECOMMENDATION**

BE IT RESOLVED THAT Council direct Staff to prepare a report on incineration options once the information from the waste audit have been received.

**INFORMATION**

At the last meeting of Council, Councillor Youngs provided a notice of motion regarding information related to possible incineration of waste.

So Council is aware, we are working through the Waste Management Master Plans that was completed in 2021. Most recently, the memorandum in support of the expansion of the Strathy Site has been filed and we are nearing the time when a waste audit is being completed that will give us a better understanding of the waste generated by users.

We have also just entered into an agreement with FoodCycler that, once the units are in use, will reduce the volume of food waste in our trash, even if the residual is placed in the garbage.

Information regarding incineration could be useful as the waste management function is being reviewed and renewed. Presently there is no budget allocation to it would mainly be completed as Staff time becomes available or funds from reserves if Council chooses to outsource this work in accordance with our procurement policy.

**Respectfully Submitted:**  
**Craig Davidson**  
**Treasurer/Administrator**

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

## BY-LAW NO. 22-1629

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### Being a By-Law to confirm the proceedings of Council of the Corporation of the Municipality of Temagami

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**WHEREAS** pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council; and

**WHEREAS** pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, a municipal power, including a municipality's capacity rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, shall be exercised by By-Law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Temagami at this Session be confirmed and adopted by By-Law.

**NOW THEREFORE** the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. **THAT** the actions of the Council of The Corporation of the Municipality of Temagami in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Municipality of Temagami, documents and transactions entered into during the July 7, 2022 Regular meeting of Council are hereby adopted and confirmed, as if the same were expressly embodied in this By-Law.
2. **THAT** the Mayor and proper officials of The Corporation of the Municipality of Temagami are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Municipality of Temagami during the said meetings referred to in paragraph 1 of this By-Law.
3. **THAT** the Mayor and the Treasurer/Administrator or Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-Law and to affix the Corporate Seal of The Corporation of the Municipality of Temagami to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 7th day of July, 2022.

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Mayor

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Clerk