



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 2, 2015
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

1. Call to Order
2. Roll Call
3. Review of Revisions or Deletions to Agenda

4. Approval of Agenda

Draft Motion

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

5. Disclosure of Pecuniary Interest and General Nature

6. Review and adoption of Council Minutes

Draft Motion

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

- a) Regular Meeting of Council – May 19, 2015

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

None

8. Question and Answer Period

9. Presentations / Delegations

a) Rebecca Hunt, Library CEO

Re: Temiskaming Shores Public Library – Strategic Plan 2014-2018

b) Laura-Lee MacLeod, Treasurer

Re: 2014 Audited Financial Statements

10. Communications

a) Share the Road Cycling Coalition

Re: Invitation - Bicycle Friendly Communities Workshop – June 10th, 2015 (10 am – 3:30 pm)

Reference: Received for information

b) Canadian Heritage – Canada 150 Fund

Re: Canada 150 Fund Application Kits

Reference: Referred to Senior Management

c) Linda Mason, Information Analyst – Office of the Fire Marshall

Re: Community and Fire Department Profile Data Collection process

Reference: Referred to the Fire Chief

- d) Mike Lapointe, Captain/Commanding Officer – 2344 Royal Canadian Army Cadet Corps

Re: Invitation to the 66th Annual Review (June 6th, 2015)

Reference: Received for Information

- e) Michael Miller, Executive Director & Marianne Fortier, Director of Services – Kunuwanimano Child and Family Services (KCFS)

Re: Designation as a Children’s Aid Society 6th Annual Review – provide child welfare/prevention services to Aboriginals within the Districts of Timiskaming, Sudbury, Cochrane and Algoma

Reference: Received for Information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. e) according to the Agenda references.

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores and Area Physician Recruitment and Retention Committee meeting held on May 6, 2015;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on April 16, 2015;
- c) Minutes of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board meeting held on April 16, 2015;
- d) Minutes of the Ontario Clean Water Agency consultation meeting held on April 23, 2015; and
- e) Minutes of the Timiskaming Board of Health meeting held on April 1, 2015.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Recreation Services Committee meeting held on April 13, 2015;
- b) Minutes of the Protection to Persons and Property Committee meeting held on May 20, 2015;
- c) Minutes of the Corporate Services Committee meeting held on May 14, 2015;
- d) Minutes of the Corporate Services Committee meeting held on May 28, 2015;
- e) Minutes of the Public Works Committee meeting held on May 26, 2015.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Memo No. 022-2015-CGP – Solid Waste Management - Enforcement**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 022-2015-CGP;

That Council directs staff to prepare the necessary by-law for Solid Waste Management and repeal By-law No. 2015-021 for consideration of First and Second Reading at the June 2, 2015 Regular meeting of Council; and

That Council directs staff to forward the draft by-law to the Ministry of the Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to Third and Final Reading.

b) Approval of Council Meeting Schedule – July 2015 to January 2016

Draft Motion

Whereas By-law 2008-160, as amended indicates that Regular Meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council.

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby confirm the following schedule of meetings for the months of July 2015 to January 2016:

Tuesday, July 7, 2015	Regular Meeting
Tuesday, August 4, 2015	Regular Meeting
Tuesday, September 1, 2015	Regular Meeting
Tuesday, September 15, 2015	Regular Meeting
Tuesday, October 6, 2015	Regular Meeting
Tuesday, October 20, 2015	Regular Meeting
Tuesday, November 3, 2015	Regular Meeting
Tuesday, November 17, 2015	Regular Meeting
Tuesday, December 1, 2015	Regular Meeting
Tuesday, December 15, 2015	Regular Meeting

c) Supplemental Administrative Report No. CGP-018-01-2015 – Amendment to By-law No. 2013-052 Building Permit Fees (Orders)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report No. CGP-018-01-2015;

That Council directs staff to submit the final draft of By-law No. 2015-094 to amend Building By-law No. 2013-052 for consideration of Third and Final reading at the June 2, 2015 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 (Fee By-law) to include the changes in fees associated to the Building Department for consideration at the June 16, 2015 Regular Council meeting.

d) Supplemental Administrative Report No. CGP-026-01-2015 – Amendment to Traffic and Parking By-law – Paget Street

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report No. CGP-026-01-2015;

That Council concurs with the Protection to Persons and Property Committee's recommendation to continue to allow parking on both sides of Paget Street from Whitewood Avenue to Church Street, and to retain the accessible parking space on the East side as stated in the current Traffic and Parking By-law; and

That Council hereby repeals Resolution No. 2015-299 adopted at the May 5, 2015 Regular Meeting directing staff to amend By-law No. 2014-101.

e) Administrative Report No. CS-020-2015 – Lease Agreement – Don Shepherdson Memorial Arena Concession

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2015; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Rick's Magic Touch Catering for the use of the Don Shepherdson Memorial Arena Concession Stand from October 1, 2015 to April 30, 2018 for consideration at the June 16, 2015 Regular Council meeting.

f) Administrative Report No. CS-021-2015 – Lease Agreement – Haileybury Arena Concession

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2015; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession Stand from September 1, 2015 to April 30, 2016 for consideration at the June 16, 2015 Regular Council meeting.

g) Administrative Report No. CS-022-2015 – Maintenance of Boundary Roads

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2015; and

That Council directs staff to prepare the necessary by-law to enter into agreements with the Township of Harley, Township of Harris and Township of Hudson for the provision of road services and repairs of boundary roads for consideration at the June 2, 2015 Regular Council meeting.

h) Administrative Report No. PW-024-2015 – Change Order – NL / Dymond Water Linking Project and Gray Road Lift Station Project

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-024-2015;

That Council approves the Contract Change Order to By-law No. 2014-080, being an agreement with Exp Services to provide engineering services for linking the New Liskeard Water System, in the amount of **\$86,430.00** plus applicable taxes; and

That Council approves the Contract Change Order to By-law No. 2011-078, being an agreement with Exp Services for the design of the Gray

Road Sanitary Lift Station upgrade project, in the amount of **\$49,430.00** plus applicable taxes.

i) Administrative Report No. PW-025-2015 – Contract Change Order – Storm Water Management System – Dymond Industrial Park

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-025-2015; and That Council approves the Contract Change Order to By-law No. 2014-201, being an agreement with Pedersen Construction (2013) Inc. for Construction of the Storm Water Management System in the Dymond Industrial Park, in the amount of **\$48,800.00** plus applicable taxes.

j) Administrative Report No. PW-026-2015 – Equipment Purchase – Water Service Vehicle

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2015;

That Council hereby approves the acquisition of a Water Service Vehicle from Bill Mathews Motors, as detailed in Request for Proposal PW-RFP-002-2015, at a cost of \$58,762.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for the said purchase for consideration at the June 2, 2015, Regular meeting of Council.

k) Administrative Report No. PW-027-2015 – Equipment Purchase – Light Duty Pick-up Trucks

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-027-2015;

That Council approves the purchase of two new light duty trucks (one crew cab and one extended cab), as detailed in Request for Tender PW-

RFP-003-2015 (as amended), to Wilson Chevrolet Buick GMC at a cost of \$59,779.00 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the June 2, 2015 Regular Council meeting.

l) Administrative Report No. PW-028-2015 – Centre and Edge Line Roadway Marking Services

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-028-2015;

That Council approves the award of the 2015 Centre and Edge Line Painting Services contract to *Midwestern Line Striping* in the amount of \$ 34,525.59 plus HST; and

That Council directs staff to prepare the necessary by-law and agreement for t for consideration at the June 2, 2015 Regular Council meeting.

m) Administrative Report No. PW-029-2015 – Bulk Salt

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-029-2014;

That Council approves the award of the 2015 – 2016 Supply and Delivery of Bulk Course Highway Salt contract to *Compass Minerals* in the amount of \$ 104.55 per tonne plus HST; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the June 2, 2015 Regular Council meeting.

n) Administrative Report No. PW-030-2015 – Communications Upgrades – Phase 1 and Phase 2

Draft Motion

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-030-2015;

That Council agrees to waive the Tender requirements of the City's Purchasing Policy, as set forth in Section 4.10 of By-law No. 2009-012, and authorizes an agreement with the Ontario Clean Water Agency under provisions of Section 4.11 – Optional Services of By-law No. 2011-117, utilizing Selog and Spectrum Group for the completion of Phase One and initiation of Phase Two of the communication upgrades at various water and wastewater facilities at an upset limit of \$407,500; and

That Council directs Staff to prepare the necessary by-law to enter into an Optional Services Agreement with Ontario Clean Water Agency for consideration at the June 2, 2015 Regular Council meeting.

o) Administrative Report No. PW-031-2015 – Contract Award for Miscellaneous Culverts – Corix Water Products

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-031-2015;

That Council approves the award of the Supply and Delivery of Miscellaneous Culverts contract to *Corix Water Products* in the amount of \$ 28,182.39 plus HST; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Corix Water Products for consideration at the June 2, 2015 Regular Council meeting.

p) Administrative Report No. PW-032-2015 – Public Works Engineering Technician Position

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-032-2015;

That Council hereby approves the creation of the Engineering Technician Intern position for a period of two (2) years; and

That Council directs staff:

- To prepare the required by-law to enter into an Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) as a funding partner.

- To advertise externally, as is required under the terms of the funding agreement, for the position of Engineering Technician / Technologist Intern, with the terms to be “intern, contract full-time placement” for a period of fifty-two (52) weeks.
- To fill the position, in accordance with the terms of the funding agreement and as described in the NOHFC Application submitted on March 18, 2015.
- To provide remuneration, as provided for, and in accordance, with the funding Agreement.
- To initiate an application for funding for the second year of the placement as outlined in the Project Work Plan submitted with the initial application.

q) Administrative Report No. PW-032-2015 – Funding Application for Canada 150 Community Infrastructure Program

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-033-2015;

That Council directs staff to submit an Application to the Canada 150 Community Infrastructure Program for Rehabilitation and Accessibility Upgrades to the New Lisheard Library.

r) May 2015 Capital Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the May 2015 Capital Financial Report for information Purposes.

s) Memo No. 004-2015-CS – Scotia Leasing Credit Facility

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt Memo No. 004-2015-CS; and

That Council approves the use of leases as a credit facility option for the purchase of equipment.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2015-118 Being a by-law to enter into a lease agreement with the Little Claybelt Homesteaders Museum

By-law No. 2015-119 Being a by-law to enter into an agreement with Midwestern Line Striping Inc. for the Supply of Roadway Centre and Edge Line Painting Services within the City of Temiskaming Shores

By-law No. 2015-120 Being a by-law to enter into an agreement with the Township of Harley for the provision of road services and repairs of boundary roads – Uno Park Road

By-law No. 2015-121 Being a by-law to enter into an agreement with the Township of Harris for the provision of road services and repairs of boundary roads – Sales Barn Road

By-law No. 2015-122 Being a by-law to enter into an agreement with the Township of Hudson for the provision of road services and repairs of boundary roads – Pipeline Road

By-law No. 2015-123 Being a by-law to enter into an agreement with Corix Water Products for the Supply and Delivery of Miscellaneous Culvert Pipe

By-law No. 2015-124 Being a by-law to enter into an agreement with Bill Mathews Motors Inc. for the Supply and Delivery of a Water Services Field Response Vehicle to the City of Temiskaming Shores

By-law No. 2015-125 Being a by-law to enter into an Optional Service Agreement with Ontario Clean Water Agency (OCWA) for the completion of Phase 1 and 2 Communications Upgrades at various Water and Wastewater Facilities

By-law No. 2015-126 Being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations within the City of Temiskaming Shores

By-law No. 2015-127 Being a by-law to enter into an agreement with Wilson Chevrolet Buick GMC for the Supply and Delivery of Light Duty Pick-up Trucks to the City of Temiskaming Shores

By-law No. 2015-128 Being a by-law to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-094 Being a by-law to amend By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and Associated Fees and to repeal By-law NO. 2005-066

By-law No. 2015-118;

By-law No. 2015-119;

By-law No. 2015-120;

By-law No. 2015-121;

By-law No. 2015-122;

By-law No. 2015-123;

By-law No. 2015-124;

By-law No. 2015-125;

By-law No. 2015-126;

By-law No. 2015-127;

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

17. Schedule of Meetings

- a) Regular Meeting of Council – Tuesday, June 16, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, July 7, 2015 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) Adoption of the April 21, 2015 – Closed Session Minutes
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Housing for Small Families, Seniors and Persons Living with Disabilities - Update
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update – May 2015

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2015-129 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **June 2, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-129 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ pm.

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 19, 2015
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:00 p.m.

2. Roll Call

Present: Mayor Carman Kidd
Councillors Jesse Foley, Doug Jelly, Jeff Laferriere, Mike McArthur,
and Patricia Hewitt

Also
Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Karen Beauchamp, Director of Community Growth and Planning
Steve Burnett, Technical & Environmental Compliance Coordinator

Regrets: Councillor Danny Whalen

Media: Diane Johnston, Temiskaming Speaker
Bill Buchberger, CJTT

Members of the Public Present:

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2015-318

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2015-319

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

- a) Regular Meeting of Council – May 5, 2015

Carried

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

7.1 Building Permit Fees – Non-Compliance / Orders

Subject Land: All lands within the boundary of Temiskaming Shores

Purpose of the Application: The City of Temiskaming Shores is considering an amendment to the Building By-law No. 2013-052 to charge an administrative fee of \$200 upon issuance of an Order to Comply, Order not to Cover or Enclose, Stop Work Order, Order to Uncover and Order Requiring Tests and Samples as well as double the building permit fee for commencing construction without a building permit.

Mayor Kidd outlined that the public meeting scheduled tonight is for amendments to Fees prescribed in the City's Building By-law 2013-052. The Building Code Act requires that a public meeting be held before Council decides whether to pass a by-law adopting building permit fee changes and stated that the public meeting serves two purposes: first, to present to Council and the public the details and

background to the proposed amendment and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting pursuant to Section 1.9 of the Building Code Act and introduced Director of Community Growth and Planning, Karen Beauchamp and requested that she present the proposed changes.

Director of Community Growth and Planning, Karen Beauchamp utilizing a powerpoint indicated that Administrative Report CGP-018-2015 was considered by Council on April 7, 2015 resulting in the first and second reading of By-law No. 2015-094 on May 5, 2015 for the proposed amendment. Karen indicated that Public Notice was provided in accordance with the Building Code Act and the City's Building By-law No. 2013-052.

The purpose of the amendment is to be capable of applying a \$200 administrative fee to recover costs associated with the issuance of orders and follow up inspections. The amendment would also double the building permit fee for construction projects that are commenced without a valid building permit.

Karen outlined that the public notice resulted in one comment suggesting that if an aggrieved person wins an appeal of a decision of the CBO or an Inspector the aggrieved person should have the fee refunded; Karen outlined that the suggested will be incorporated into the by-law prior to third reading.

Karen outlined the next steps including preparation of the final draft of the By-law for consideration of third reading at the June 2, 2015 Regular meeting of Council with the fee charges being effective as of June 3, 2015.

Mayor Kidd inquired if there were any questions or comments from members of the public.

Mrs. Judy Tinney inquired if current permits would be applicable to the amendment. It was outlined that the charges would be effective as of June 3, 2015.

Mayor Kidd inquired if there were any questions or comments from Council. With no further comments, Mayor Kidd declared the Public meeting closed and advised that Council will give due consideration to all public comments received and Council would consider 3rd and final reading to By-law No. 2015-094 to amend the Building by-law on June 2, 2015.

8. Question and Answer Period

Graham – Quarry Road South

Graham raised concern over the increase in Burning Permits from \$10 to \$20 being a 100% increase.

Mayor Kidd confirmed that the cost is now \$20 and outlined that during the Lifestyles Tradeshow the permits were available at half price.

Norman Cambell – 61 Paget (Dental Office)

Dr. Cambell raised concerns about disability access to their facility in light of the proposed amending by-law to prohibit parking on Paget from Spruce and Dymond, especially in front of their business.

Mayor Kidd indicated that the priority for prohibiting is between Whitewood and Spruce more so than that section between Spruce and Dymond and Council reconsider the particulars of the amendment.

Dr. Campbell also raised concerns with the level of snow removal in the area.

Technical and Environmental Compliance Coordinator, Steve Burnett outlined Paget from Whitewood and Spruce is part of the priority downtown core snow removal program; however that section between Spruce and Dymond is on the secondary priority for snow removal.

Dr. Campbell raised a concern that if parking is prohibited in the first block and remains as is in the second block those that normally park within the first block will now be parking in the second block taking up spaces for their clientele.

Councillor McArthur outlined that Council is attempting to alleviate traffic congestions.

Judy Tinney – 608 Christian Avenue

Judy spoke to the by-law in respect to Plastic Shelters and feels that it creates a lot of work for people and would like Council to reconsider their decision on this matter.

Mayor Kidd outlined that Council discussed this issue for approximately 1 ½ years and this Council has appealed to the Province to modify the Ontario Building Code.

Councillor McArthur echoed Mayor Kidd that we are awaiting a decision from the Province in regards to the Ontario Building Code.

9. Presentations / Delegations

- a) Don Studholme, CAO – District of Timiskaming Social Services Administrative Board (DTSSAB)

Re: General Presentation – DTSSAB Operations

Mr. Studholme outlined that he wanted to attend Council to provide an overview, subsequent to the Municipal Election, of the services provided by DTSSAB as it is one of your bigger line items in your budget. DTSSAB has been in existence for 15 years formulated by Provincial Legislation operated under the District Social Services Board Act. The core services are municipal services delivered on a district wide basis including EMS, Ontario Works, Child Care and Social Housing. DTSSAB are comparable to upper tier municipalities in Southern Ontario and the local DTSSAB board represents 23 municipalities and unincorporated area; there are nine board members seven from municipal councillors and two appointed from unincorporated areas in accordance with the Act. The two larger centres, Kirkland Lake and Temiskaming Shores each have two representatives on the Board. Mr. Studholme outlined the four core services provided through DTSSAB.

Ontario Works

Ontario works was known formally as Welfare system. The program currently has approximately 560 people in the system. Work through Employment Ontario to assist these people find employment. DTSSAB services under Ontario Works are strictly financially based and do not include services related to emotional support for people. Once someone enters the work force it helps the individual and reduces the Ontario Works program costs.

One program that is available that is confused with Ontario Works is Ontario Disabilities Support program which is a separately run Provincial program.

Child Care Program

Under the Child Care DTSSAB provides subsidies to families that qualify for child care assistance to assist with daycare costs. DTSSAB also has been lucky to be a demonstration site for the Best Start program over the past 10 years which has brought significant dollars into the district. It is anticipated that the Best Start program will see reduced financial assistance as of April 2016 for various daycares which will have an impact on some of the programs.

Social Housing

One misconception is that we provide senior housing; all of our Social Housing is geared to income. DTSSAB housing provides over 500 social housing units with over 111 in Temiskaming Shores which are all rent geared to income for those earning less than \$26,000 annually. Most buildings in the district are approaching 50 years in age; however quality of buildings are in very good to excellent conditions. Significant funds are put into maintenance of these buildings; do receive Federal financial assistance for these buildings; however that is specific to mortgages. It is important to keep these facilities at capacity.

EMS program

The ambulance base is located on Broadway Street with two crews operating during the day shift and one operating during the night shift. Due to changes in Health Care delivery ambulances are being increasingly be used for non-emergent patient transfers which hampers the ability to respond to truly emergent calls. Since Health Care is looking at regional hubs most of the high tech diagnostic equipment is located outside the area increase the need for patient travel. Many patients do not require ambulance services to attend these specialized services; however if a physician deems it necessary DTSSAB is obligated to provide an ambulance transfer which is an ineffective use of our dollars. Currently working with the Ministry of Health to address those issues and are making some headway.

DTSSAB Budget

Mr. Studholme outlined the budget for 2015 is \$28.7 million of that amount municipalities pay \$6.4 million and unincorporated pay \$1.4 million with the remaining amount paid by either the Provincial or Federal government and is based on the delivery of services. The Ontario Works benefits are being uploaded to the Provincial Government and the government current pays for 91.4% of the cost until 2018 when they will cover 100%; however the administration and employment costs will continue to be shared with DTSSAB and the province.

Mr. Studholme provided an excel spreadsheet to members of Council outlining the municipal apportionments of the budget between 2009 to 2015. In 2009 the total apportionment to municipalities was \$10.6 million when Mr. Studholme started in 2009 with one of his objectives was to control the municipal spending that DTSSAB was incurring. That apportionment has been reduced to an average \$7.8 million since 2011. One target has been to hit a 0% for municipalities.

Mayor Kidd thanked Mr. Studholme for his presentation.

Communications

- a) The Honourable Michael Chan, Minister of Citizenship, Immigration and International Trade
Re: Nominations for “*Ontario Medal for Good Citizenship*”
Reference: Received for information

- b) Kim Allen, Volunteer – Community Volunteer Income Tax Program
Re: Thank You letter for use of Don Shepherdson Memorial Arena
Reference: Received for Information

- c) Marie Moliner, Regional Director General – Canadian Heritage
Re: Celebrate Canada Program – Funding Assistance for July 1st Fireworks Denied
Reference: Received for Information

- d) The Honourable Steven Del Duca, Minister of Transportation
Re: Release of Auditor General’s Report – Winter Highway Maintenance in Ontario
Reference: Received for Information

- e) Sheila Nicholas, Chair – Teachers of English as a Second Language Association of Ontario
Re: Request for Proclamation for week of November 8-14, 2015 as “English as a Second Language Week”
Reference: Received for Information

- f) Louise Paquette, Chief Executive Officer – North East Local Health Integration Network

Re: Pilot Sites – Ontario Hospital Association`s Rural Health Hubs

Reference: Received for Information

Resolution No. 2015-320

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. f) according to the Agenda references.

Carried

10. Committees of Council – Community and Regional

None

11. Committees of Council – Internal Departments

None

12. Reports by Members of Council

Councillor Hewitt thanked Council for the opportunity to attend the FONOM conference in Sudbury. Patricia outlined that she enjoyed many of the different presentations, but mostly enjoyed the opportunity to meet with various ministers and bend their ear as to many of the challenges we have with 111 municipalities in the Northeast with 74% of them with a population of under 2,000 with such a large land mass. Councillor Hewitt outlined that Louise Paquette spoke to Community Hubs and what is coming in the future to increase integration for our different facilities across the province in regards to health care. Councillor Hewitt also outlined that she participated in the LAS workshop in regards to the different lighting and energy mandates and how we can consider some different options.

Mayor Kidd outlined that he and Mayor Tony Antoniazzi from Kirkland Lake attended Northeastern Ontario Municipal Association meeting in Iroquois Falls last week and made a presentation and they have agreed to open up membership to incorporate both Timiskaming District and Cochrane District municipalities. Mayor Kidd requested that Council consider a membership into the organization.

Resolution No. 2015-321

Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

Be it resolved that the Council for the City of Temiskaming Shores hereby approves membership of the City of Temiskaming Shores in the Northeastern Ontario Municipal Association; and

That Council hereby appoints Mayor Kidd as the municipal representative for the City of Temiskaming Shores on the said association.

Carried

13. Notice of Motions

None

14. New Business

a) Memo No. 020-2015-CGP – Hydro One Telecommunication Tower

Resolution No. 2015-322

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Whereas Hydro One intends to install a 26.8 m telecommunications pole at the Dymond Transformer Station located at 884073 Highway 65 West; and

Whereas Industry Canada's client guidelines for radio communication and broadcasting antenna systems requires consultation with the City and concurrence for the proposal to conclude local consultation;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby concurs with the installation of a 26.8 m telecommunications pole at the Hydro One Dymond Transformer Station located at 884073 Hwy 65 W.

Carried

b) Memo No. 021-2015-CGP – Declaration of Surplus Land – Haileybury Industrial Park

Resolution No. 2015-323

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

Whereas Section 1.9 of Schedule “A” to By-law No. 2004-031 as amended – Procedural Policy for the Disposal of Municipal real property, states Council must declare property as surplus through resolution prior to disposal; and

Whereas Section 3.7 of Schedule “A” to By-law No. 2004-031 as amended, states that a minimum of five (5) days notice of a proposed sale shall be given to the public including a brief description, legislative requirements and the pertinent dates that Council will consider the matter; and

Whereas public notice was placed in the Temiskaming Speaker on April 29, 2015 of Council’s intent to sell municipal real property.

Now therefore be it resolved that Council of the City of Temiskaming Shores declares the following lands to be surplus to the municipality’s needs:

Subject Land:

Subject Lands – General Map



Subject Lands

Roll No. (54-18-030)	Street	Legal Description	Size
007-207.00	Marcella St	Lot 84 Plan M-73 NB Parcel 20939 SST	50' x 100'
007-216.00	Marcella St	Lots 97 to 104 Plan M-73 NB Parcel 16175 SST	0.92 Ac
007-217.00	Blackwall St	Lots 109-115 Plan M-73 NB Parcel 3028, 7718	1.76 Ac

		Lots 120-126;		16175 SST	
007-218.00	Russell St	Lots 127 & 128	Plan M-73 NB	Parcel 7586, 7718 SST	100' x 110'
007-219.00	Russell St	Lots 129 & 130	Plan M-73 NB	Parcel 7586 SST	100' x 110'
007-220.00	Russell St	Lot 131	Plan M-73 NB	Parcel 5172 SST	50' x 100'
007-221.00	Russell St	Lot 132	Plan M-73 NB	Parcel 18310 SST	50' x 100'
007-221.09	Cecil St	Lot 141	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-221.10	Cecil St	Lot 142	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-221.11	Cecil St	Lot 143	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-222.00	Cecil St	Lot 144	Plan M-73 NB	Parcel 7718 SST	50' x 110'
007-223.00	Cecil St	Lot 145	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.01	Cecil St	Lot 146	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.02	Cecil St	Lot 147	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.03	Cecil St	Lot 148	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.04	Cecil St	Lot 149	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.13	View St	Lot 158	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.14	View St	Lot 159	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.15	View St	Lot 160	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.16	View St	Lot 161	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.17	View St	Lot 162	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-224.00	View St	Lot 163	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-224.01	View St	Lot 164	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-224.02	View St	Lot 165	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-224.03	View St	Lot 166	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-224.04	View St	Lot 167	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-224.05	View St	Lot 168	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-224.06	View St	Lot 169	Plan M-73 NB	Parcel 12008 SST	50' x 150'
007-224.11	Elliott St	Lot 174	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-224.12	Elliott St	Lot 175	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-224.13	Elliott St	Lot 176	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-224.14	Elliott St	Lot 177	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-224.15	Elliott St	Lot 178	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-224.16	Elliott St	Lot 179	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-224.17	Elliott St	Lot 180	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-225.00	Elliott St	Lot 181	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-225.01	Elliott St	Lot 182	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-225.02	Elliott St	Lot 183	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-225.03	Elliott St	Lot 184	Plan M-73 NB	Parcel 18310 SST	59.42' x 135'
007-225.04	View St	Lot 185	Plan M-73 NB	Parcel 18311 SST	32.58' x 182'

007-225.05	View St	Lot 186	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-225.06	View St	Lot 187	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-225.07	View St	Lot 188	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-228.00	Little St	Lot 201	Plan M-143 NB	Parcel 8170 SST	50' x 150'
007-228.01	Elliott St	Lot 202 to 230	Plan M-143 NB	Parcel 2203 SST	3.80AC
012-077.03	McKay-Clements	Lots 197 & 199	Plan M-143 NB	Parcel 20742 SST	93.27' x 125'

Carried

c) Memo No. 021-2015-CGP – Delegation of Authority to Negotiate – Haileybury Industrial Park

Resolution No. 2015-324

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2015-CGP;

That Council hereby delegates its authority to the City Manager and Director of Community Growth and Planning for negotiating and accepting agreements for Purchase and Sale of surplus lands within the Haileybury Industrial Park.

Carried

d) Administrative Report No. CGP-023-2015 – Land Sale – D. Niemi Trucking Inc. - Haileybury Industrial Park

Resolution No. 2015-325

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-023-2015;

That Council directs staff to prepare the necessary By-law to stop up and close the unopened laneway (PIN 61397-0770) for consideration at the May 19, 2015 Regular meeting of Council;

That Council declares the following properties surplus to the City's needs legally described as:

- a. PIN 61397-0326 (LT) Parcel 20939 Sec SST, Lot 84 Plan M73NB Bucke; and,

- b. PIN 61397-0770 (LT) Parcel 21006 Sec SST Lane, Plan M73NB Bucke, abutting lots 77 – 83

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with D. Niemi Trucking Inc. for Lot 84 (PIN 61397-0326) and abutting laneway (PIN 61397-0770) in the amount of \$2,200 plus HST for consideration at the May 19, 2015 Regular meeting of Council;

That Council agrees to waive the application fee for a Deeming By-law and retain Ted Byck, Evans Bragagnolo Sullivan to represent the City in this land sale; and

That Council directs staff to prepare the necessary by-law to deem Lots 81, 82, 83, 84, 85, and 86 on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular Council meeting.

Carried

- e) **Administrative Report No. CGP-027-2015 – Land Sale – 2415577 Ontario Ltd. (Adolph Ng) - Haileybury Industrial Park**

Resolution No. 2015-326

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-027-2015;

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 2415577 Ontario Ltd. for Lots 148 and 158 (Pcl. 18310 SST) and Lots 149 and 159 (Pcl. 18311 SST) in the amount of \$4,400 plus HST for consideration at the May 19, 2015 Regular meeting of Council;

That Council agrees to waive the application fee for a Deeming By-law and retain George Kemp of Kemp Pirie to represent the City in this land sale; and

That Council directs staff to prepare the necessary by-law to deem Lots 148, 149, 150, 151, 152, 153, 158 and 159 on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular Council meeting.

Carried

f) Administrative Report No. CGP-028-2015 – Cultural Sustainability Plan – Award of Consultant

Resolution No. 2015-327

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-028-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the preparation of the South Temiskaming Cultural Sustainability Plan and up to twenty individual organization plans to Millier Dickinson Blais in the amount of \$ 85,795.00 including HST; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Millier Dickinson Blais for the completion of the Plan for consideration at the May 19, 2015 Regular Council meeting.

Carried

g) Approval of attendance to the Temiskaming Shores & Area Chamber of Commerce 2015 Chamber Dinner – Thursday, May 28, 2015

Resolution No. 2015-328

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council for the City of Temiskaming Shores approves the attendance of Mayor **Kidd**, Councillor **Foley** and Councillor **Hewitt** to the Temiskaming Shores & Area Chamber of Commerce 2015 Chamber Dinner scheduled for May 28, 2015.

Carried

h) First Quarter Financial Report - 2015

Resolution No. 2015-329

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council acknowledges receipt of the 2015 First Quarter Financial Report for information purposes.

Carried

i) Administrative Report No. CS-017-2015 – Little Claybelt Homesteaders Museum

Resolution No. 2015-330

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-017-2015;

That Council agrees to assume ownership of the Little Claybelt Homesteaders Museum buildings situated at 883356 Highway 65 East; and

That Council directs staff to prepare the necessary by-law to enter into a Lease Agreement with the Little Claybelt Homesteaders Museum for occupation of the buildings at 883356 Highway 65 East for consideration

at the June 2, 2015 Regular Council meeting.

Carried

j) Administrative Report No. CS-019-2015 – Vesting of TAC Property – 314 Broadway – Matabanick Hotel

Resolution No. 2015-331

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-019-2015;

That Council directs staff to proceed with the Notice of Vesting for Roll 54 18 030 002 08500; and

That Council directs staff to initiate the process of demolishing the building on the subject property.

Carried

k) Administrative Report No. RS-012-2015 – Pool Fitness – Fee Schedule

Resolution No. 2015-332

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-012-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 (Fees By-law) to incorporate the 2015 Pool/Fitness Centre Fee Schedule as proposed effective June 1, 2015 for consideration at the May 19, 2015 Regular Council meeting.

Carried

l) Supplemental Administrative Report No. RS-013-01-2015 – Shannen’s Dream

Resolution No. 2015-333

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-01-2015;

That Council endorses the site located at the Algonquin Beach Park in the area East of the MADD parkette and North of the horse shoe pits for the installation of the Monument to salute Shannen’s Dream; and

That Council directs staff to continue with the project and provide periodic updates to Council.

Carried

m) Administrative Report No. RS-014-2015 – Multi-Use Complex

Resolution No. 2015-334

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-005-2015;

That Council recognizes the community interest for a new multi-use complex; and

That Council directs staff to monitor the 2015 Capital Budget and should funds be available in the Fall due to projects coming in under budget and/or projects that were not able to be completed, that staff present to Council a recommendation to re-allocate funds towards a feasibility study for a new multi-use complex.

Carried

Recorded Vote

For Motion

Councillor Foley
Councillor Jelly
Councillor McArthur
Mayor Kidd

Against Motion

Councillor Hewitt
Councillor Laferriere

15. By-laws

Resolution No. 2015-335

Moved by: Councillor Jelly
Seconded by: Councilor Laferriere

Be it resolved that:

By-law No. 2015-106 Being a by-law to enter into an agreement with 1688941 On Inc. / Norwin Contracting for Accessibility Upgrades at the Pool Fitness Centre

By-law No. 2015-107 Being a by-law to authorize a Purchase Agreement with New Flyer as represented by A Girardin Inc. for two (2) 35 foot low floor accessible transit buses for the Temiskaming Transit Committee

By-law No. 2015-108 Being a by-law to Stop up and Close a Highway (laneway between Amwell Street and Marcella Street in the Haileybury Industrial Park – PIN 61397-0770 LT);

By-law No. 2015-109 Being a by-law to authorize the Sale of Land to D. Niemi Trucking Inc. (Lot 84, Pcl. 20939 SST on Plan M-73 NB and laneway being PIN 61397-0770 (LT), Parcel 21006 SST on Plan M-73 NB)

By-law No. 2015-110 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision – D. Niemi Trucking Inc. – Roll No. 54-18-030-007-207.00

By-law No. 2015-111 Being a by-law to authorize the Sale of land to 2415577 Ontario Ltd. (Lots 148 and 158, Pcl. 18310 SST on Plan M-73 NB and Lots 149 and 159, Pcl. 18311 SST on Plan M-73 NB)

By-law No. 2015-112 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision – 325 Niven Street South – Roll No. 54-18-030-007-223.03

By-law No. 2015-113 Being a by-law to authorize Temporary Road Closures, (Bikers Reunion / Summerfest Event)

By-law No. 2015-115 Being a by-law to amend By-law No. 2012-039 (Fees By-law – Recreation Fees)

By-law No. 2015-116 Being a by-law to enter into an agreement with Millier Dickinson Blais Inc. for the completion of the Temiskaming Shores Regional Cultural Sustainability Plan

be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-336

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2015-114 Being a by-law to amend By-law No. 2012-101 (Traffic By-law) Prohibit Parking on the East side of Paget Street from Whitewood Avenue to Dymond Avenue

be hereby deferred to the June 2, 2015 Regular meeting of Council.

Carried

Resolution No. 2015-337

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2015-106;

By-law No. 2015-107;

By-law No. 2015-108;

By-law No. 2015-109;

By-law No. 2015-110;

By-law No. 2015-111;

By-law No. 2015-112;

By-law No. 2015-113;

By-law No. 2015-115; and

By-law No. 2015-116;

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

Carried

16. Schedule of Meetings

- a) Regular Meeting of Council – Tuesday, June 2, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, June 16, 2015 at 6:00 p.m.

17. Question and Answer Period

18. Closed Session

None

19. Confirming By-law

Resolution No. 2015-338

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2015-117 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **May 19, 2015** be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-339

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2015-117 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

20. Adjournment

Resolution No. 2015-340

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:40 pm.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen




Bicycle Friendly Communities Workshop



Save the date - June 10th, 2015 - for an informative, expert-led workshop designed to make Timiskaming a better place to live, work and play.

In a full-day workshop, we will:

- Analyze your cycling assets & identify gaps using the Bicycle Friendly Communities' Five Es framework
- Set goals, establish priorities & identify realistic next steps
- Create a short-term, action-oriented work plan
- Encourage collaboration to ensure the work plan is put into action.



June 10th, 2015
10 am - 3:30 pm
New Liskeard Arena
RSVP to Susan Hall
halls@timiskaminghu.com

The Canada 150 Fund

The goal of the Canada 150 Fund is to create opportunities for Canadians to participate in local, regional, and national celebrations that contribute to building a sense of pride and attachment to Canada.

A limited number of high impact, large-scale projects that are national in scope will also be supported through the Canada 150 Fund as Signature Initiatives.

If you think your project may qualify as a Signature Initiative please speak with a project officer prior to applying.

Eligibility details

Eligible funding recipients under the Canada 150 Fund include the following types:

- Canadian not-for-profit organizations, including corporations, trusts, cooperatives and unincorporated associations;
- Canadian business corporations, including partnerships, trusts and joint ventures where projects are non-commercial in nature;
- Canadian schools; and,
- Canadian municipal governments and their institutions.

Federal departments, agencies and institutions, Provincial and Territorial governments and their institutions, private individuals and political parties are **not** eligible under the Canada 150 Fund.

Application deadline

There is no established deadline to submit a funding application under the Canada 150 Fund.

For Signature Initiatives, an Expression of Interest must be submitted by **May 29, 2015**.

What you need before you start

Contact a Canadian Heritage program officer to get an application kit.

Contact us

If you are deaf, hard of hearing, or speech-impaired, please call our toll-free TTY line. Use this line for all enquiries, regardless of whether your project is national or local, regional, provincial in scope: 1-888-997-3123.

The toll-free lines (1-800 or 1-866) have agents available to answer your questions, Monday to Friday, 8:30 a.m. to 5:00 p.m. Eastern Time.

For projects that are **national in scope**, please contact:

By phone: 819-997-0055 or 1-866-811-0055

By email: info@Canada150.gc.ca

By mail:

Department of Canadian Heritage - *Canada 150 Fund*
25 Eddy Street, 11th Floor
Mailstop 25-11-R
Gatineau, Quebec
K1A 0M5

By fax: 1-819-956-3645

Ontario

By phone: 416-973-1990 or 1-800-749-7061

By email: pch-ontario@pch.gc.ca

By mail:

Canadian Heritage
Canada 150 Fund
150 John Street,
Suite 400
Toronto, Ontario
M5V 3T6

By fax: 416-954-4515

Municipality/NFPP Community and Fire Department Profile Data Collection

Communiqué 2015-10

May 12, 2015

The Office of the Fire Marshal and Emergency Management (OFMEM) collects fire protection profile information from every municipality and Northern Fire Protection Program (NFPP) community in Ontario. This information is collected on an annual basis and is updated throughout the year as required.

This year, the OFMEM will send the annual profile data collection package in May to all municipalities and NFPP communities. The package will be sent by e-mail directly to the municipal clerk who can coordinate completion of the forms within the municipality and its fire department(s). The chief administrative officer (CAO) and the fire chief(s) will also receive a copy of the e-mail. In the case of NFPP communities, the OFMEM will send the package directly to the chair of the local services board and a copy of the e-mail to the fire chief. If there is no local services board, the package will be sent directly to the fire chief.

The package includes the following:

- a form entitled **2015 Municipal/NFPP Fire Protection Profile**, pre-populated with the information the OFMEM currently has on file;
- a document entitled **Community Contacts Verification Report**, pre-populated with the information the OFMEM currently has on file,
- a form entitled **Staff Contact Information Form**, which is to be used to update the information on key municipal/community and fire department staff members; and
- instruction guides to complete the forms mentioned above.

The OFMEM requests that forms be completed and returned by e-mail to OFMFDM@ontario.ca no later than June 30, 2015. The forms must be returned in an electronic format so that the OFMEM can process the data electronically. Municipalities/communities are therefore asked not to send the forms by fax or mail and not to send scanned forms by e-mail.

Once the forms have been processed, the OFMEM will produce verification reports that will be sent by e-mail to the municipalities and NFPP communities for verification and correction if necessary. The OFMEM requests that it be informed of any omissions or corrections by e-mail, at OFMFDM@ontario.ca, no later than two weeks after municipalities/communities receive the verification reports.

The OFMEM uses the information it collects in support of programs such as the mutual aid program and the Northern Fire Protection Program (NFPP), and in support of OFMEM monitoring of compliance with mandatory requirements under the Fire Protection and Prevention Act, 1997 (FPPA). It is also used for communications with municipalities/communities and fire departments, including the distribution of documents and publications.

Information obtained by the OFMEM through the profile data collection includes the following:

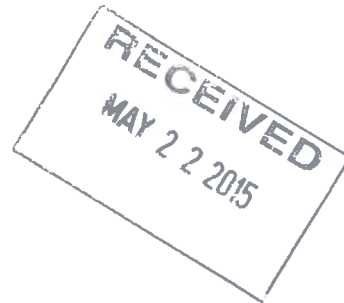
- annual declaration of compliance with FPPA requirements;
- contact information for key staff members (mailing addresses, e-mail addresses, and telephone numbers);
- measures for recovery of post fire costs;
- summary and details of agreements with other municipalities/communities in regard to mutual aid, automatic aid and fire protection services;
- fire suppression coverage; and
- information about the fire department (staffing, vehicles, resources and equipment, and core services).

Enquiries regarding completing specific fields on the forms should be directed to the Advice and Assistance Unit, Field and Advisory Services, OFMEM; staff members can be reached by e-mail at OFMEM-FAS-AA@ontario.ca or by telephone at 1-844-638-9560. Enquiries regarding the profile data collection process and the use of electronic forms should be directed to Bruce Robinson, Manager, Data, Applications and Technical Support, OFMEM, who can be reached by e-mail at Bruce.Robinson@ontario.ca.

The OFMEM thanks Ontario municipalities/communities for their cooperation and assistance in achieving its goal of having current and accurate information available for use as early as possible during the year.



2344 Royal Canadian Army Cadet Corps
P.O. Box 2294
New Liskeard, ON P0J 1P0



May 19, 2015

City of Temiskaming Shores - Council
PO Box 2050
Haileybury, ON P0J 1K0

Dear Council Members:

RE: 2344 Royal Canadian Army Cadet Corps Annual Review

On behalf of the 2344 Royal Canadian Army Cadets Corps, I would like to invite you and your guest, to our 66th Annual Review to be held on Saturday, June 6th, 2015 at 1800hrs (6:00pm), at the Haileybury Arena. We ask that guests arrive no later than 1745hrs (5:45pm).

Following the formal inspection, awards will be presented to outstanding cadets in the corps. There will be “live” displays covering such corps activities such as field craft, physical training, biathlon and precision drill. Refreshments will be provided following the celebrations.

Dress for military/uniformed personnel will be 1-A (full dress) with medals. For non-military personnel, appropriate business attire is requested.

We look forward to your response at your earliest convenience. Further information may be obtained by contacting the undersigned.

Yours truly,

Mike Lapointe
Captain
Commanding Officer
(705) 647-8188 (Day)
(705) 647-5301(Evening)
mlapointe@tenchinsurance.com



KUNUWANIMANO

Child and Family Services

Administration Office

38 Pine St. N., Unit 120, Timmins, ON P4N 6K6

Tel. 705-268-9033 Fax 705-268-9272

May 5, 2015



NOTICE:

TO ALL COMMUNITY PARTNERS/STAKEHOLDERS

KUNUWANIMANO CHILD AND FAMILY SERVICES ACHIEVES DESIGNATION – MAY 1, 2015

Dear Community Partner/Stakeholder:

We are pleased to announce that on May 1, 2015 Kunuwanimano Child and Family Services (KCFS) received designation as a Children's Aid Society pursuant to section 15(2) of the *Child and Family Services Act*. As of May 1, 2015 KCFS will provide child welfare/prevention services to Aboriginals within the Districts of Temiskaming, Sudbury, Cochrane and Algoma.

All contact numbers and information will remain the same. We look forward to working with you.

If you have any questions or concerns regarding the aforementioned, please feel free to contact our office at any time at (705) 268-9033 or toll free at 1-800-461-1293.

Meegwetch,

KUNUWANIMANO CHILD AND FAMILY SERVICES

Micheal Miller, Executive Director

Marianne Fortier, Director of Services

**TEMISKAMING SHORES AND AREA
PHYSICIAN RECRUITMENT AND RETENTION COMMITTEE
May 6, 2015 Temiskaming Hospital Auditorium**

PRESENT:

Mayor Carman Kidd, Chris Oslund, Shirley Watchorn, Bonny Koistenen, Dr. Glenn Corneil, Dr. Stacey Desilets, Darcy Griffith, Jeff Laferriere and Shelly Zubyck.

REGRETS:

Margaret Beatty, Jocelyne Maxwell, Johanne Labonte, Deborah Kersley, Dr. Peter Hutten-Czapski and Dr. Khaled Elgadi.

The meeting was called to order at 12:06 pm. Shirley Watchorn Chaired the meeting.

1) MINUTES OF PREVIOUS MEETING

MOTION NO.:	1	DATE:	May 6, 2015
MOVED BY:	Jeff	SECONDED BY:	Bonny
Motion:	<i>That the minutes of the Temiskaming Shores and Area Physician Recruitment and Retention Committee meeting of February 5, 2015 be approved.</i>		
Carried <input checked="" type="checkbox"/>	Defeated <input type="checkbox"/>	Tabled <input type="checkbox"/>	Chairman's Initials:

2) APPROVAL OF AGENDA

Agenda was discussed and approved.

BUSINESS ARISING FROM MINUTES:

3) EMERGENCY ROOM STAFFING

- The Emergency Room is currently seeing a shortage of Doctors. Currently there are four (4) with full time hours and four (4) with part time hours. The schedule is currently covered until the beginning of October however, the shortage of manpower results in a reduction of office hours for some physicians.
- The Temiskaming Hospital has advertised the vacancies and has been in contact with potential physicians.
- The Committee discussed its original mandate which focused on the recruitment of family physicians and typically did not get involved in the recruitment of specialists, emergency doctors or nurses, however the committee recognizes there may be some cross over between those and family physicians. The Committee will continue to focus on the recruitment of family physicians.
- The Committee expressed concern and frustration regarding the lack of consistent participation of some partners of the committee, more specifically, senior hospital representatives.
- The Committee encourages the hospital to update their manpower strategy/plan and share it with stakeholders. The Medical Manpower Policy should be updated to include retirements, roster sizes and any upcoming physician vacancies. The Committee recognized that it is the hospital's responsibility to decide if they require help from other partners in the development of an updated plan/policy.

3.1) FINANCIAL STATEMENT UPDATE

- The City reported there is no change in the financial statements since the date of the last meeting.
- The Committee's fund held by the Hospital has remained unchanged since the date of the last meeting.

3.2) PHYSICIAN RECRUITMENT UPDATE

- Bonny reviewed the recruitment status with the Committee. Currently there are advertisements posted and Joanne is assisting with recruitment as well. To date there have been no applicants.
- All of the credentialed locums were contacted and no one has offered any possible dates to provide coverage in the emergency room.
- Possible locum, Dr. Ted Mitchell will come and visit the facilities in the near future.
- Dr. Trish Rys has expressed interest in providing some coverage.
- Dr. Khalid Alazhari is another possible locum that would provide coverage.
- The North Bay pediatrics group has asked the Temiskaming Hospital to make a presentation on May 29th to provide clinic coverage as Dr. Madden is no longer available. Dr. Olokodana and Bonny will be attending.

4. GNFHT BUILDING STATUS

- The developer is currently working with the City for the purchase of land for a new build.
- Soil testing is being completed and results should be available shortly.
- The developer and the GNFHT have a letter of intent signed.
- Funding applications to the ministry will be resubmitted with the changed plans.
- There have been some identified challenges such as the question of who will be responsible for the vacant space that will be available for potential recruits. The building will provide a recruitment tool for turnkey operations, however, the GNFHT is not willing to absorb any of the costs associated with the vacant space. The GNFHT is considering fundraising efforts to offset costs and identified the need for a strategy to plan for the future as this will be an ongoing issue.
- Currently the amount is unknown as the building floor plans have not been finalized. It is expected that six (6) physicians will be moving into the space. (Corniel, Corbin, Logan, Dubois, Bolt and Sayer.)
- The GNFHT goal is to be in the new space by July 2016.

5. NEXT MEETING

The meeting adjourned at 1:05pm. The next meeting date is to be determined.

Shirley Watchorn, Co- Chair

Shelly Zubyck, Recording Secretary

Temiskaming Shores Public Library Board

Meeting Minutes
Thursday, April 16, 2015
7:00 p.m. at the Haileybury Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:00 p.m.

2. Roll Call

Present: Roger Oblin, Donald Bisson, Jeff Laferriere, Brenda Morissette, Theresa McGrory, Robert Dodge and CEO/Head Librarian Rebecca Hunt

Regrets: Cam Locke, Carman Kidd

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Roger Oblin

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accept the agenda as amended.

Carried.

Additions to Agenda:

Correspondence b.: From ARTEM.

4. Adoption of the Minutes

Moved by: Jeff Laferriere

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Thursday, March 19, 2015 as printed.

Carried.

5. Business arising from Minutes

- a. The CEO showed the Board the colour version of the Strategic Plan.
- b. Brenda Morissette commented that she was glad to see the Overdrive e-books and audiobooks listed in the statistics report.

6. Correspondence

- a. From Carol Mackey, Principal, Ecole secondaire catholique Sainte-Marie
Re: Financial support for bursary.

Motion #2015-13

Moved by: Roger Oblin
Seconded by: Theresa McGrory

Be it resolved that the Temiskaming Shores Public Library Board donates the amount of \$250.00 each from the May Ball Trust Fund to the Ecole secondaire catholique Sainte Marie and Temiskaming District Secondary School for the May and Francis Ball Memorial Scholarship.

Carried.

- b. From Le Centre culturel ARTEM
Re: Celebration of more than 30 years.
Reference: Information.

7. Secretary–Treasurer’s Report

Report and monthly financial statement included in the trustees’ information packet

Friends of the Library

Will meet in September, 2015.

Building and Equipment

Fire safety checks were conducted in March in Haileybury and New Liskeard buildings.

SirsiDynix and Ontario Library Service updated the JASI library system to version 3.5 on Friday, April 3. There was an issue with printing holds slips and spine labels because of the upgrade, and I had to go in for a few hours on Saturday, April 4 to trouble shoot the issue and come up with a procedure to use until the issue is fixed. They issued a fix on Tuesday for the holds slip, but we had to downgrade to the previous version until the spine labels issue is fixed. They anticipate that there will be a fix early next week.

Business

Harold Hie Photos at the New Liskeard Branch: Clair Shepherdson from The Little Claybelt Museum has asked if the binders of Harold Hie photos can be donated to the Museum. Currently they are at the New Liskeard branch in binders, but not catalogued. We do not have plans to digitize or display the photos, which the museum may do with summer students. I would think that the photos would be of more use to the museum than the library and would recommend that we donated them to the Museum. The Board is in agreement with the CEO that the photos can be donated to the Museum.

Virtualization Project and Network Merger: We have started purchasing hardware and software for the virtualization project and I have signed and returned the agreement for IT services for the library.

Staff courses: Sue and Alison have successfully completed the Advocacy course, and Carmen has successfully completed the Advanced Excel Collection Development course she was taking.

Moving furniture at the New Liskeard Branch: The New Liskeard branch will be closed on Monday, April 13 to move the DVDs upstairs and the children's shelving around. Building Maintenance staff will be on site to help with moving the big items. We hope the move will go smoothly and quickly!

Youth Intern at Community Access Sites program: The contract ended on March 31 and the final reporting for the grant has been completed. We will apply for the grant again in August when the application process opens.

Community Complex for Temiskaming Shores: The CEO had attended a meeting of this group for personal reasons and because she was interested to see if we might include a library in the plans for such a complex. She would like to attend more meetings to investigate this possibility in the future. The Board is in agreement that the CEO can attend meetings of the group to investigate this possibility.

Programming

Les liseuses, Club de lecture pour les adultes à la succursale de New Liskeard

Le premier mardi du mois de 10 h à 11 h.

Preschool Storytime at the Library

Wednesdays at alternating branches.

Divergent Challenge: One Choice can Transform You! At the New Liskeard Branch

Saturday, April 25

Manor, Lodge and Extencicare book exchanges continue

Books are exchanged for residents every two weeks in each location

Pay as you Please Used Book Sales at the Library Branches

There are ongoing used book sales at both branches of the library, pay as you please.

Tuesday Night Book Club at the New Liskeard Branch

The last Tuesday of each month.

Finances and Statistics

The Board reviewed the financial and statistical reports provided by the CEO.

8. Committee Reports

a. Finance and Property Committee

The Finance Committee made a recommendation to the board regarding the treatment of Monday statutory holidays. As of April 27 there will be no library staff scheduled on Monday statutory holidays, however the staff members will be paid for the holidays as per the Ontario labour legislation. This would mean an addition to the library budget of around \$4000 for the six Monday stats. The Finance Committee recommended that the library close on the Tuesday following a Monday stat to avoid a budget overrun.

Motion #2015-14

Moved by: Robert Dodge
Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board adopts the Finance Committee's recommendation regarding closing on Tuesdays following a Monday Statutory holiday.

Carried.

b. Planning, Personnel, Policy and Publicity Committee

Will schedule a meeting to create a policy for staffing priorities. The CEO's performance evaluation has been completed and will be brought to the next meeting.

c. Building Committee

Nothing to report.

At 7:55 Jeff Laferriere left the meeting. The Board still had quorum.

9. New Business

a. Report LIB-010-2015: Workplace inspection report

Received for information

b. New Library website demonstration

The CEO presented the new Library website and took suggestions from the board. The website will be ready to go live by the end of April

c. Loan out projector and screen to the public.

The Board discussed loaning out the extra projector and screen to the public. Because the bulbs are so expensive and the Board would have to charge a high amount for the loans they decided against loaning the items out. However, they

directed the CEO to check with the city to see if they would want to purchase the extra items.

d. Change fax fee.

The board discussed charging a fee for local and 1-800 faxes. They directed the CEO to provide them with further information on how many local and 1-800 faxes the library does for patrons.

10. Plan, Policy and Bylaw Review

a. Policy review: Community Use Policy, Facilities-2

Motion #2015-15

Moved by: Brenda Morissette

Seconded by: Theresa McGrory

Be it resolved that the Temiskaming Shores Public Library Board adopts the Library's Collection Development Policy on Community Use, Facilities-2 as amended.

Carried.

11. Adjournment

Motion to adjourn by Theresa McGrory at 8:40 pm.

Carried.

Chair – Donald Bisson

**EARLTON-TIMISKAMING REGIONAL AIRPORT
MUNICIPAL SERVICES BOARD (MSB)
MINUTES**

Thursday, April 16th, 2015
Council Chambers, Township of Armstrong
Earlton, Ontario

Attendance: Pauline Archambault, Morgan Carson, Danny Whalen, Debbie Veerman, Doug Metson, Barbara Beachey, Bryan McNair, Charlie Codd, Ron Vottero, Robert Ethier, Ken Laffrenier, Harold Cameron, Sheila Randell, and Guests - George Daviau (Armstrong Twp.) and Darlene Wroe (Speaker)

Regrets : Marc Robillard

Absent : Representatives from Cobalt and James Twp.

1. Welcome - Meeting called to order

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the meeting of April 16th, 2015, be called to order at 7:00 p.m, by Acting Chairman, Ron Vottero."

Carried

2. Attendance was taken.

3. Approval of Agenda

Moved by: Doug Metson

Seconded by: Bryan McNair

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

Carried

4. Minutes of last Meeting

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Minutes of the meeting held March 19th, 2015, be adopted as presented."

Carried

5. Errors or Omissions

There were no errors or omissions.

6. Business Arising from the Minutes

(a) Regarding Resolution from March 19th, 2015 meeting that "the MSB invoice the Twp. of Armstrong for hours spent cleaning up water and escorting technicians for repairs on hangar for a total of 63 hours at Harold's hourly rate.";

and being advised that Twp. of Armstrong declines to pay Invoice #6072 in the amount of \$1,869.84 for the above mentioned hours;

Moved by : Pauline Archambault

Seconded by : Barbara Beachey

BE IT RESOLVED THAT "MSB re-issue the invoice to the Twp. of Armstrong for services provided and attach all documents corresponding to the invoice for clarification for services provided after hours".

Members voting for this motion: Charlie Codd, Ken Laffrenier, Barbara Beachey, Pauline Archambault, Morgan Carson, Bryan McNair, Ron Vottero.

Members voting against this motion: Robert Ethier, Debbie Veerman, Doug Metson, Danny Whalen.

Carried

(b) Pauline Archambault had requested a breakdown on employee benefits. In the Manager's Report for March 2015, Harold explains the breakdown. It was agreed the budget should be adjusted to bring the budgeted amount to correct percentage. Harold to look after this.

7. Closed Session

There was no Closed Session.

8. Committee Reports

(i) Finance Committee

Moved by: Barbara Beachey

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the report of the Finance Committee for the month of March 2015, be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

(ii) Property and Maintenance Committee Report
No Report

(iii) Human Resources Committee
No Report

9. Correspondence

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Correspondence for March 2015 be filed."

Carried

10. Manager's Report

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Manager's Report for the month of March 2015, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

11. Chairman's Remarks/Report

No Report

12. Any Other Business:

(a) Harold received a letter from TRACC requesting the use of the Airport runway August 7, 8 and 9, 2015 for their drag races, and also on July 4, 2015 for grass drag races.

Moved by : Barbara Beachey

Seconded by : Pauline Archambault

BE IT RESOLVED THAT "the MSB has agreed that air ambulance service is very important, therefore the Airport will not be closed for drag races this year, and going forward".

Carried

(Requested that Harold advise TRACC of this decision.)

(b) There is a requirement for a Single Point fueler;

Moved by : Doug Metson

Seconded by : Bryan McNair

BE IT RESOLVED THAT "the MSB approve Harold to get 3 quotations on the purchase of a single point fueler, and purchase from the lowest source."

Carried

(c) Harold advised the Board that the Generator Building needs the roof fixed badly. Robert Ethier said that the Twp. of Armstrong will look into this.

(d) Robert Ethier advised the Board that the Township currently has 3 offers on the table for the purchase of the hangar. His council hopes to make a final decision on Wednesday, April 22, 2015 regarding the sale. When the time comes for negotiations, the MSB maintenance representative will be requested to attend.

13. Adjournment

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "this meeting be adjourned - 8:26 p.m. The next meeting will be held May 21st, 2015 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



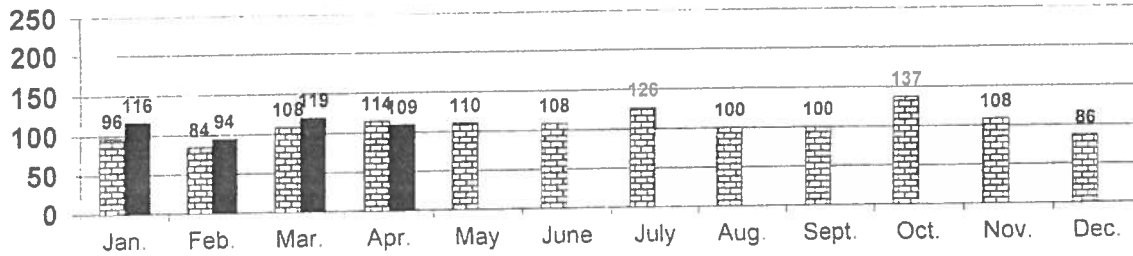
Secretary

EARLTON-TIMISKAMING REGIONAL AIRPORT APRIL 2015

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$16,902	\$37,439
Operations	\$7,687	\$182,526
	\$24,589	\$219,965
 <u>EXPENSES</u>		
Fuel	\$13,134	\$25,918
Operations	\$19,074	\$81,695
Capital Expenses	\$0	\$0
	\$32,208	\$107,613
 <u>NET PROFIT/LOSS</u>		
Fuel	\$3,768	\$11,521
Operations	-\$11,387	\$100,831
Capital Expenses	\$0	\$0
	-\$7,619	\$112,352
 <u>FUEL INVENTORY - JET A1</u>	\$ 3,558	
<u>FUEL INVENTORY - AVGAS</u>	\$ 3,478	
<u>FUEL INVENTORY - DIESEL</u>	\$ 3,250	

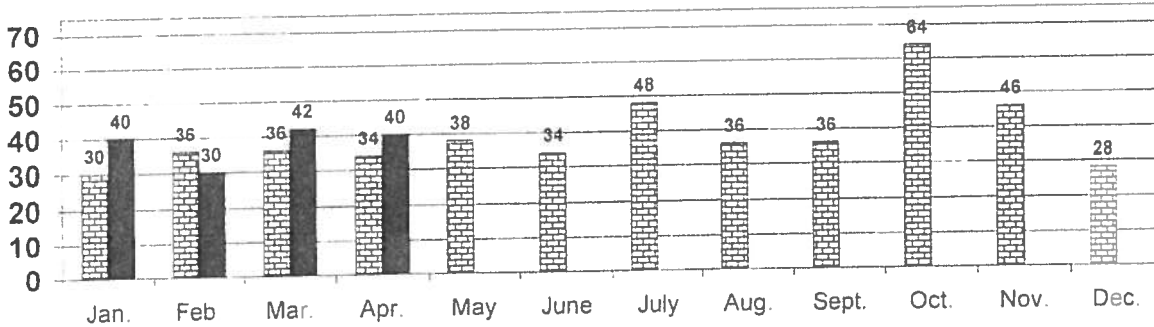
Air Carriers Movements

2014
2015



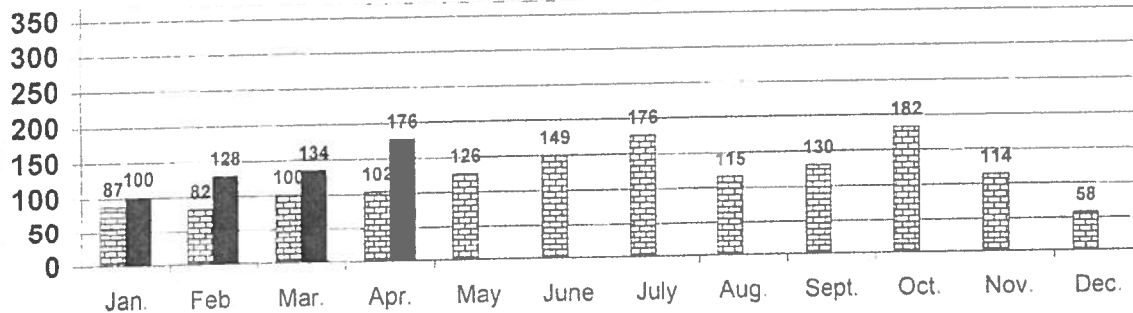
Air Ambulance Movements

2014
2015



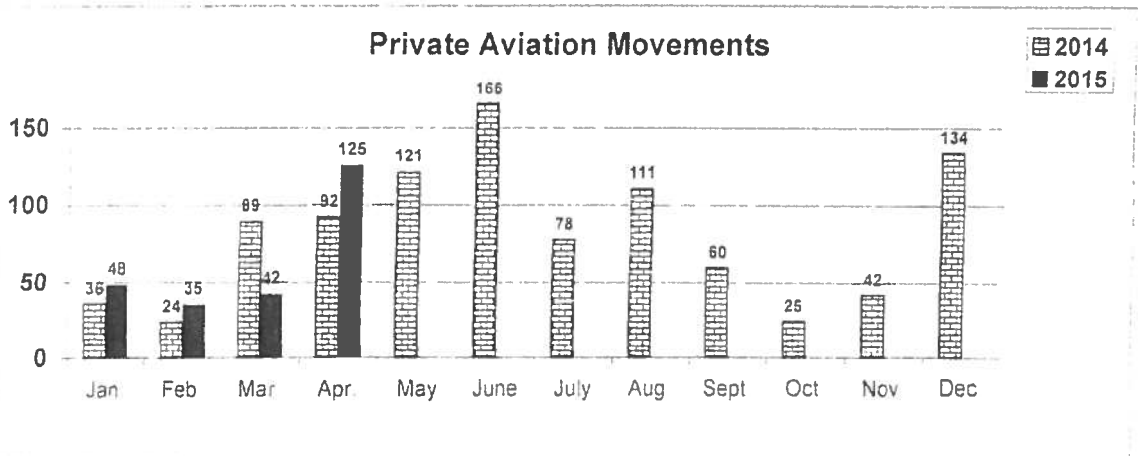
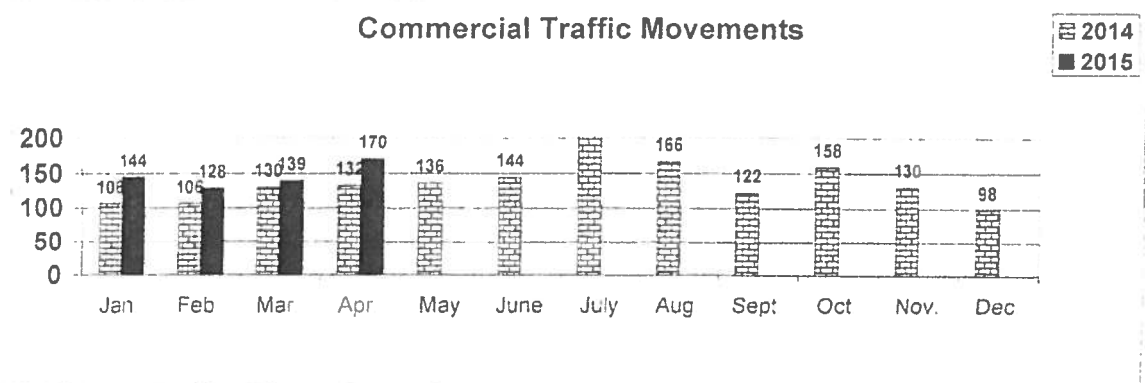
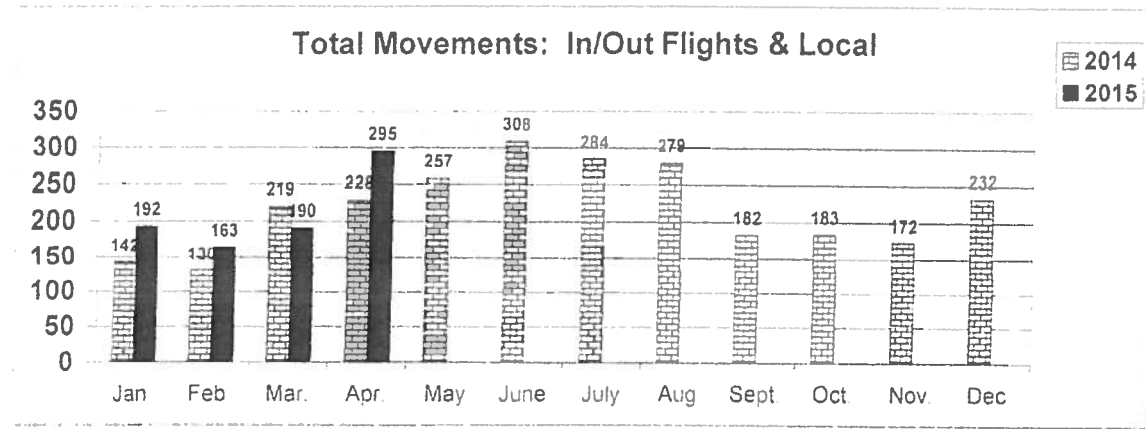
Pgrs. via Air Charter

2014
2015



ANNUAL AIRCRAFT MOVEMENTS

AS OF APRIL 30, 2015



MANAGER'S REPORT APRIL 2015

Aerial Seeding:

Three airplanes from General Airspray participated in this year's aerial tree seeding application. They bought 1203 litres of Avgas from us and rented a car, hotel rooms, and bought meals in town.

Tiger 334:

Although it was good to see the Super Cubs that drop in to do the seeding, their visit this year was overshadowed by the visit of "Tiger 334" from 424 Transport and Rescue Sqdn., 8 Wing, CFB Trenton, RCAF. This C-130 Hercules arrived on Saturday afternoon 11 April. Our fuel supplier had just topped up our fuel, and the truck was standing by. We attached our extra hose and coupled up the single-point nozzle that they had loaned us. We uploaded as much Jet A1 as we could (approx. 3600 litres) before the crew had to shut down because of duty time. The truck refilled our tank and left to return to Sudbury. On Sunday morning the crew returned and we pumped our full tank into the Herc. for a total sale of 7494 litres, not quite the 8000 they had requested. We issued a NOTAM that no Jet A1 would be available until 4 PM Monday.

This was the largest single fuel up since the jets left our Airport in 2008. There was a huge write up in the media with fantastic pictures of our TemSAR group working with the SARtechs by Darlene Wroe. Local people also got a tour of the aircraft on Sunday morning.

Drag N' Fly:

At the last MSB meeting I presented a request from the TRACC (Temiskaming Rod and Custom Club) that I had received earlier that day. They requested use of the runways for two events in 2015. After discussion, a motion was passed that the request would not be granted, and that I would write a letter to TRACC informing them of this decision. This also made the newspaper headlines.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

Community Contribution Summary
2015 Sharing Contribution
Per Capita Contribution - \$7.95

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	\$10,057.00
Casey	374	\$2,973	\$1,486.50
Chamberlain	346	\$2,751	\$1,375.50
Charlton and Dack	670	\$5,327	
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	\$4,221.00
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	\$1,805.00
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	
Thornloe	110	\$875	\$875.00
Total Contributions	18218	\$144,833	\$43,694.00

Donation

Kerns	349	\$2,775	
Total Contributions		\$147,608	\$43,694

As of May 14, 2015

1. Call to Order

The meeting was called to order at 9:01 AM

2. Roll Call

PRESENT:	Carman Kidd, Mayor; Doug Jelly, Councillor; Doug Walsh, Director of Public Works, Steve Burnett – Technical and Environmental Compliance Coordinator; Mike Del Monte, Cluster Manager – OCWA; Eddie Hillman, OCWA; Robert Beaudoin, Environmental Superintendent and Kelly Conlin, Executive Assistant
REGRETS:	
OTHERS PRESENT:	N/A

3. Review of Previous Minutes

The minutes of the March 25, 2015, Contract Consultation Meeting with Operating Authority were reviewed by the committee.

4. Unfinished Business

FACILITIES

4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road

Vegetation Issues

Previous Discussion:

On-going – Spring 2015

Discussion:

There will be an equipment supplier on site with a tractor and attachment that could be used to address the vegetation at all sites. The demonstration will take place at the New Liskeard Lagoons.

4.2 Station St. Sanitary Lift Station

Previous Discussion

OCWA and City staff will be further investigating a trailer dumping station in the Spring.

Discussion:

OCWA and City staff will be going for a site visit to determine how to proceed with the trailer dumping station.

4.3 Haileybury Mechanical Wastewater Plant – 275 View St

Grinder

Previous Discussion:

OCWA will be coordinating a site visit with New Liskeard Sheet Metal to draw up and fabricate another box. On-going.

Discussion:

Mike Del Monte will be following up with New Liskeard Sheet Metal in regards to the box, as well as proceeding with an RFP for the grinder.

Sludge

Previous Discussion:

Steve Burnett and OCWA will coordinate a site visit to a facility in Kirkland Lake

Discussion:

On going

Fencing

Previous Discussion:

On-going

Discussion:

On going

4.4 Haileybury Water Treatment Plant – 322 Browning St

Low Lift Pump – New

Previous Discussion:

Notifications have been sent to the Ministry.

Discussion:

No update

Roof

Previous Discussion:

The RFP for the roofing project closed last week, and work will begin as soon as the weather permits.

Discussion:

Work on the roof will be starting in the next couple weeks.

Security

Discussion:

OCWA will be moving forward with the installation of security cameras and an intrusion alarm system at the plant. There is a possibility that the cameras will cover the neighbouring Haileybury beach, specifically the slide area.

4.5 New Liskeard/Dymond Waste Water Lagoon – 177304 Bedard Rd.

MOE Inspection Notes

Previous Discussion

Work to address the outstanding items is on-going. The facility was also recently inspected by Environment Canada following unsatisfactory sampling results. Environment Canada has requested further sampling be completed, OCWA is awaiting final results.

Discussion:

OCWA inquired into the possibility of expanding the work of EXP services when the C of A's are open and install a flow metre to assist with the monitoring of what is being expelled from the lagoons.

Annual Maintenance

Previous Discussion:

Steve Burnett will be getting a quote for annual maintenance work to be completed on the aeration lines.

Discussion:

On going

4.6 Montgomery Sanitary Lift Station

Previous Discussion:

No update

Discussion:

No update

4.7 Cedar St. Sanitary Lift Station

Grease

Previous Discussion:

On-going. Clean out will be occurring later in the Spring.

Discussion:

No update

4.8 Goodman Sanitary Lift Station – 132 Jaffray St.

No update

4.9 New Liskeard Water Treatment Plant – 305 McCamus Ave.

Upgrades for looping project

Previous Discussion:

On going

Discussion:

Work is ongoing at the plant in conjunction with the capital project.

4.10 New Liskeard Water Reservoir-177102 Shepherdson Rd.

Surge Protection – Hits

Previous Discussion:

The reservoir is still getting surge protection hits; however, a pump replacement should resolve the issue.

Discussion:

Work is ongoing at the resevoir in conjunction with the capital project.

4.11 Dymond Water Treatment Plant – 286 Raymond St

Raw Water Quality

Previous Discussion:

Story Environmental Inc. completed work on the raw water analysis and produced a report on the results and recommended action items regarding the rehabilitation of both wells. As of this meeting, infiltration is coming in under the packers. Story Environmental presented the report findings in a meeting with the City, Lotowater and the Ministry of the Environment (MOE). The recommendation was to install packers and monitor the system for one year; if the packers correct the problem, a liner would be installed. Another set of sampling has been completed by

Story Environmental. Sampling was also taken for water hardness. Mike Del Monte will send last results.

Doug Walsh read a letter received from OCWA regarding the concerns with establishing a multi-barrier approach by installing a ultra-violet system. Discussion was had in connecting the New Liskeard system with Dymond and eliminating the Dymond wells. Linking the systems would eliminate bacterial contamination of the raw water in Dymond, would increase capacity for development, and would increase fire protection as recommended by the FUS report.

The contract for the linking of the two water systems was awarded to EXP and it includes the replacements. The study will be completed by December 2014. OCWA circulated results from the latest testing for information purposes. Doug Walsh, Director of Public Works has submitted an Expression of Interest to the Build Canada Fund for this project.

Discussion:

On going

Surge Protection Device – Burnt Light

Previous Discussion:

LISAND is now responsible for the replacement

Discussion:

On going

4.12 Gray Road Sanitary Lift Station – 783495 Gray Rd

Lift Station Design – Exp.

Previous Discussion:

The University of Guelph has offered 100' of their field from Armstrong to the lift. The finalized design has been received, and the Environmental Compliance Approval (ECA) through the Ministry of the Environment (MOE) was submitted. The University of Guelph is currently getting an evaluation of the property. The design work is complete. Application for approval will be ready for September 12, 2014. Doug Wash, Director of Public Works, has indicated that the design work is now complete, and the Doug Wash, Director of Public Works, has indicated that the design work is now complete, and the ECA will be completed by the end of this week. No update has been received from the University of Guelph.

Discussion:

The City has received a new draft of the required easement agreement.

4.13 Niven St Pumping Station

Previous Discussion:

No update

Discussion:

Sealog will be on site next week

5. MOE Compliance Issues

This section reviews a number of issues based on the binder compiled and kept at the Public Works Office (Engineering). The numbers are based on the system established within the binder.

TS-012/TS-027/TS-134/TS-146: Inspection and cleaning of reservoirs

Mike Del Monte forwarded information from an inspection company to Dave Treen and they are interested in providing a presentation on their products to various municipalities in the area.

Perhaps a demonstration could be provided at the Haileybury reservoir, and Steve Burnett will follow-up with Dave Treen as to when the presentation could be held.

Dave Treen created and will implement an operating procedure regarding the inspection and cleaning of reservoirs. The Committee discussed incorporating the procedure into the Drinking Water Quality Management System (DWQMS), and Mike Del Monte recommended referencing the procedure on an “as needed” basis. It is anticipated that the reservoirs will be cleaned this year. **On-going**

Water Works By-Law

Previous Discussion:

Many unresolved MOE Compliance issues are related to administrative features associated with the various water distribution systems which will be alleviated upon adoption of a water works by-law. A water leakage program was discussed and the use of a leak detection device. It was noted that work on this by-law is in draft form, and is on-going and will likely move forward after the asset management plan is completed. **On-going**

6. Communications Upgrades

Previous Discussion

Work is currently underway for Phase II (radio) of the communication upgrades at various facilities.

Discussion:

Sealog will be in the area next week to rewire all sites and install the alarm dialers.

7. Bucke Park

Discussion:

Spec and Sons will be providing OCWA with a quote for pump installation and all necessary equipment. Steve will also be requesting quotes from other suppliers.

8. Schedule of Meetings

The next scheduled contract meeting with OCWA is will be on May 26, 2015 at 9:00 AM

9. Adjournment

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 9:48 a.m.



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on April 1, 2015 at 6:30 P.M.

Timiskaming Health Unit – New Liskeard Boardroom

1. The meeting was called to order at 6:33 p.m.

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Sherri Louttit	Provincial Appointee
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Jesse Foley	Municipal Appointee for Temiskaming Shores
Maria Overton	Provincial Appointee (<i>teleconference</i>)

Regrets

Sherry Yee	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

Timiskaming Health Unit Staff Members

Dr. Marlene Spruyt	Medical Officer of Health/Chief Executive Officer
Randy Winters	Manager of Corporate Services
Rachelle Leveille	Executive Assistant

3. **APPROVAL OF AGENDA**

MOTION #23R-2015

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on April 1, 2015, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

MOTION #24R-2015

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the minutes of its regular meeting held on March 4, 2015, as presented.

CARRIED

6. **BUSINESS ARISING**

a. **Teleconference Attendance**

MOTION #25R-2015

Moved by: Tony Antoniazzi

Seconded by: Mike McArthur

Be it resolved that the Board of Health agrees to allow members to attend meetings by teleconference.

CARRIED

b. **Teleconference Attendance – In-camera Session**

MOTION #26R-2015

Moved by: Mike McArthur

Seconded by: Merrill Bond

Be it resolved that the Board of Health agrees to restrict the participation of members via electronic means during the in-camera session.

Recorded Vote:

In Favour

Mike McArthur

Sue Cote

Tony Antoniazzi

Merrill Bond

Jesse Foley

Kim Gauthier

Sherri Louttit

Maria Overton

Carman Kidd

Jean-Guy Chamillard

Against

Absent

Sherry Yee

Audrey Lacarte

CARRIED

c. **Teleconference Attendance Rate**

MOTION #27R-2015

Moved by: Mike McArthur

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to reimburse a member who participates in a meeting via electronic at half of the usual rate.

CARRIED

7. **FINANCE SUB-COMMITTEE REPORT**

Minutes of meeting held on February 26, 2015 were distributed for information.

8. **REPORT OF THE MEDICAL OFFICER OF HEALTH/CHIEF EXECUTIVE OFFICER**

MOTION #28R-2015

Moved by: Mike McArthur

Seconded by: Merrill Bond

Be it resolved that the Board of Health accepts the report of the Medical Officer of Health/Chief Executive Officer as distributed.

CARRIED

9. **NEW BUSINESS**

None

10. **CORRESPONDENCE**

MOTION #29R-2015

Moved by: Sherri Louttit

Seconded by: Tony Antoniazzi

The Board of Health acknowledges receipt of the correspondence for information purposes;

- MOHLTC: Letter from the Associate Minister to confirm the receipt of THU's resolution regarding electronic cigarettes and notify that it had been forwarded to Premier Wynne.
- Grey Bruce Health Unit: Motion to support the Windsor-Essex County Health Unit and to urge the Province of Ontario to amend the regulations of the Safe Drinking Water Act to require community water fluoridations for all municipal water systems (when source-water levels are below the recommended level of .07 mg/L) and further that the governing body that initiates the legislation be responsible for any costs incurred to implement such systems.

CARRIED

11. **IN-CAMERA**

MOTION #30R-2015

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to move in-camera at 7:40 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (Mar.4.2015)

CARRIED

12. **RISE AND REPORT**

MOTION #31R-2015

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health agrees to rise with report at 7:42 p.m.

In-Camera Minutes

MOTION #32R-2015

Moved by: Kim Gauthier

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on March 4, 2015 as presented.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on May 27, 2015 at 6:30 p.m. in Kirkland Lake.

14. **ADJOURNMENT**

MOTION #33R-2015

Moved by: Kim Gauthier

Seconded by: Jean-Guy Chamailard

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:45 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Leveille, Recorder

Report to the Board of Health



May 27, 2015

*Prepared by:
the Management Team*

2015 Q1 BOARD REPORT

HUMAN RESOURCES UPDATE - *Randy Winters*

RECENT NEW HIRES

RETIREMENT/RESIGNATION (*since last report*)

- **Public Health Promoter**, Resignation, NL, Permanent, Full-Time (effective April 22, 2015)

CURRENT VACANCIES

- **Public Health Nurse**, Permanent, Kirkland Lake, Full-time
- **Analyst-Research-Planning & Policy**, Temporary, New Liskeard, Full-Time

EXCELLENCE COMMITTEE

*Amanda Mongeon,
Project Champion—THU Focus on Excellence*



THU's Excellence Committee continues to meet monthly and develop initiatives to promote overall excellence with:

- Workplace wellness;
- Continuous improvement;
- THU community involvement;
- Staff Appreciation and Awards of Excellence.

We are currently working on a number of different initiatives. Based on findings from a 2013 THU organizational survey, we are:

- adding program updates to grand rounds;
- Supporting healthy eating by helping our dietitians improve THU's healthy eating guideline;
- analyzing data from the 2014 Client Satisfaction Survey;
- developing workplace mindfulness initiatives to promote mental health;
- entering teams in the 2015 Dragon Boat (NL) and Ride Don't Hide (KL) events;
- continuing to promote blood donation with the **Partners4Life** program with Canadian Blood Services.

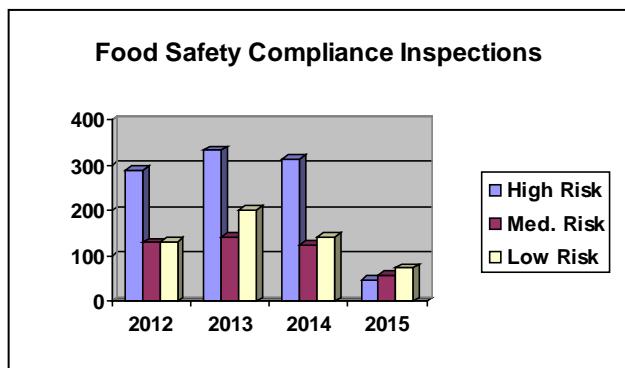
As a member of Canadian Blood Services' Partners 4 Life Program, THU made a great showing at the first two blood donor clinic of 2015. Our goal for 2015 is to donate 120 units of blood. Board of Health members are invited to join THU's roster of donors by providing their name to Rachelle to have their donation count towards THU's tally. Also, the June 30 clinic in New Liskeard will be held in Honour of Nicki Galley, who received blood nearly one year ago. Nicki will be there to greet people and share her story.

ENVIRONMENTAL HEALTH, INFECTION CONTROL & FOUNDATIONAL STANDARDS

Cameron Clark

SPECIAL PROJECTS

- Review and summary of **food handler course evaluations**.
- Plan for the continuation of the **'Well Aware' program** with a survey to help understand challenges and barriers for private residential well drinking water sample collection.
- Preparation for **Temagami Lake Drinking water program** with plan for water sampling and promotion logistics for this summer.
- **Infection Prevention and Control Presentation for daycares** at D TSAAB.



PROFESSIONAL DEVELOPMENT

- Cancer Care Ontario - new changes that have happened to the manner in which cancer data are collected in Ontario, Jan. 13; Every Breath You Take Probing the Properties of Particulate Pollution, Jan. 29; The New York State Environmental Public Health Tracking Program, Feb. 12; A public health approach to appraising evidence.
- **Enteric Disease cases interview skill training**, Jan. 25, Newmarket.
- **Completion of the Skin Cancer Prevention Act (Tanning Beds), Training for the remainder of the Public Health Inspectors**, Feb. 4, NL office (webinar).

- **Healthy Environments Forum**, (introduction of the new Health Hazard protocol, climate change adaptability and heat alert pilot), Feb. 25, Toronto.
- **Toronto/Ontario Public Health Conference (TOPHC)**, March 25, 26 & 27, Toronto.

INTERNAL PROCEDURES

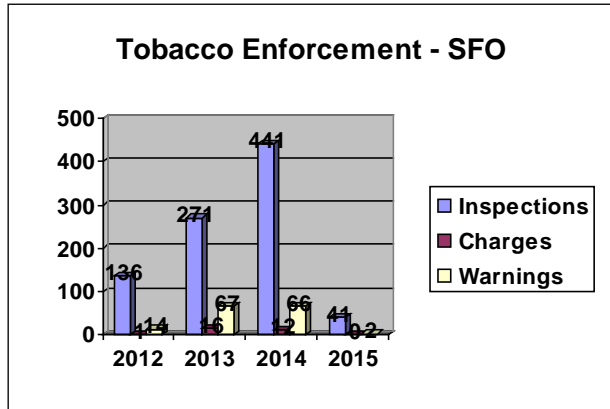
- **Provincial foodhandler courses** taught at KL office (12 people), TDSS (25 people); **Food Information Session** taught at Northern College (10 people).
- **Completion of the Food Premise Renovation and Building guide** with graphics and resources for operators.

INFECTIOUS DISEASE

- Infection Prevention and Control Course taught for Northern College PSW students - Haileybury and Kirkland Lake sessions.
- **Completion of the Vectorborne Disease Report** regarding last season's mosquito trapping and WNV and EEE testing.

ARISING ISSUES

- Follow-up with contacts related to the **Sudbury restaurant exposure and the Hepatitis A foodhandler** (6 immunizations administered).
- **'Institutional' respiratory outbreaks included 4 Community Living Homes** in Kirkland Lake with subsequent quality of life issues concerning control measures.



Land Control	2012	2013	2014	2015
Permits Issued	197	137	137	0
File Searches	51	38	57	11
Severance/Subdivision Notifications	37	14	20	2

Infection Control	2012	2013	2014	2015
Reportable Disease Investigations	-	80	70	51
Outbreaks	13	17	22	11
Animal Bite Reporting	90	74	60	17
Boil Water Advisories	-	-	-	6

EMERGENCY PREPAREDNESS

- Reworked NBPSDHU's **Guide to Emergency Shelters** to use as a resource for municipalities and emergency exercises to give an explanation of our role.
- Annual Emergency Exercise – Coleman, Cobalt, Latchford, 'Ice Storm/Extended Power Outage' - Feb. 10.

RESEARCH AND KNOWLEDGE EXCHANGE - REPORTS

- Public Health Snapshot, which focused on injuries, distributed with local papers and also shared on our website.
- Poverty project report finished.
- Diabetes Prevention Project Temiskaming evaluation report.
- Three reports in progress:
 - Seniors Falls,
 - Alcohol use and;
 - Social Determinants of Health.

Other Inspections:

Type	Area	# of Inspections
Recreational Water Inspections (Pools & Summer Public Beach Program)	Dymond	2
	KL-Area	1
	Tri-Town-Area	1
	Cobalt-Temagami	2
Small Drinking Water Systems Inspections/Occurrences (Including consultations and follow-ups)	Dymond	4
	KL-Area	6
	Tri-Town-Area	18
	Cobalt-Temagami	7
Infection Control Inspections (residential/health care facilities, hair salons, tattoos, piercings, aesthetics, childcare facilities)	Dymond	14
	KL-Area	0
	Tri-Town-Area	4
	Cobalt-Temagami	3
Food Safety - Temporary Food permits issued for Special Event vendors	Dymond	3
	KL-Area	9
	Tri-Town-Area	2
	Cobalt-Temagami	1

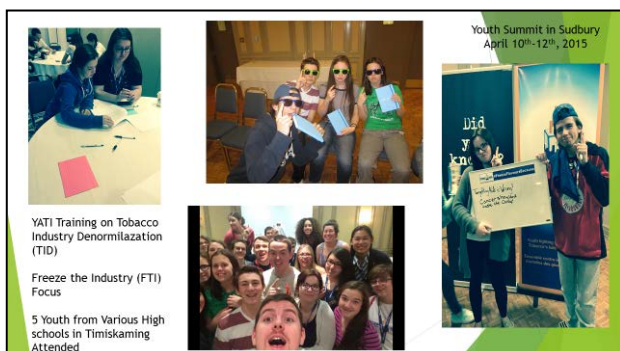
CHRONIC DISEASE, INJURY PREVENTION & COMMUNITY HEALTH

Kerry Schubert-Mackey

SCHOOL HEALTH

Supported the following programs or initiatives in Q1:

- P.A.R.T.Y program reaching 46 students
- Roots of Empathy (2 elementary schools)
- Regular Healthy Relationship Clinics at 100% of secondary schools
- Between Girls (1 elementary school)
- Nutrition Tools for Schools and Nutrition Month (see below)
- 5 Youth Engagement groups at each secondary school to plan and deliver peer tobacco prevention activities. Information was shared with their peers on chew tobacco, the tactics of the tobacco industry and flavoured tobacco.
- TDSS Healthy Eating Grant project led by staff and students which included a class recipe contest, a video contest, a chef healthy recipe demo and sampling for Chinese New Year
- Student Nutrition program promotion and consultation
- A secondary school group of youth with a sun safety booth
- Immunization records & notices/reminders to parents
- JK registration package information



Q1 was quite busy as the final quarter for the RNAO Youth Mental Health & Addiction Champion Pilot Project. THU staff guided and supported local

KLDCS and TDSS youth to plan and carry out the activities to raise awareness of mental health & substance misuse. Some highlights include:

- Creation of a paint toss wall mural to "Stamp out stigma" and provide links to resources (TDSS) and the creation of a 'safe space' for student who need a few minutes to 'chill out' when feeling stressed or overwhelmed (KLDCS)
- A post-it note activity with positive messaging and life saver (TDSS & KLDCS)



COMMUNITY HEALTH – INJURY & SUBSTANCE MISUSE PREVENTION

Preventing Falls Among Older Adults –Stay On Your Feet (SOYF) - NE LHIN Funding

Highlights for Jan to March include:

- supporting the local SOYF steering coalition
- developing a local partnership work plan and continuing to scan & collect local data
- promoting related training opportunities
- adapting and disseminating SOYF information to reduce the risk of a fall including a community population screening/risk assessment checklist
- supporting partners who received NE LHIN funding for the fall prevention exercise & education series Stand Up!/P.I.E.D.S.

- participating in the NE regional steering committee including an evaluation work group

In addition, THU coordinated a workshop for 20 local Rising Stars representing 3 local Troupes (Temiskaming, Kirkland Lake & Francophone group). These senior volunteers also received a celebration lunch and acknowledgement for their effort in performing fun & educational skits for their peers.

We also completed a falls prevention status survey related to the performance indicator for the Ministry of Health & Long-Term Care.

Road Safety & Substance Misuse Prevention Highlights

- Facilitated a 2 day car seat educator training for 10 participants from THU and Timiskaming Child Care.
- Coordinated the MTO Winter Driving campaign locally and applied for the MTO Road Safety Challenge as part of the local Road Safety Coalitions.

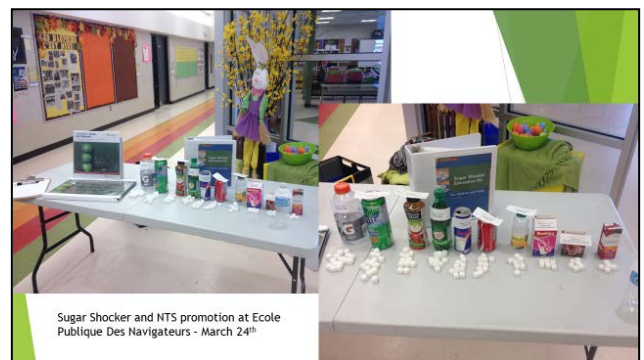


Physical Activity, Healthy Eating, Healthy Weights (Includes Healthy Communities Funding)

- As part of the local KidSport chapter, THU coordinated a promotion campaign.
- Supporting the South Timiskaming Active Living Collaborative including planning for an event to promote physical activity options "Get moving Timiskaming Ca bouge."

- Supporting a Bicycle Friendly Community partnership in Temiskaming Shores including planning for a local workshop.
- Delivered 4 presentations on a Physical literacy toolkit "Jump into Play" reaching over 70 early childhood educators, early years staff & childcare supervisors (DTSSAB, TCC/OEYC).
- The toolkit supports physical activity and movement skills in children within early learning settings. The goal is to decrease sedentary behaviours and increase opportunities for active play. The toolkit includes an assessment tool and action plans and resources for early learning settings reaching children aged 0-12 years. The toolkit was created by the 5 NE PHUS.

- Hosted a networking and information event for 15 local food partners.
- Launched the finished Google map, worked on CFA report. Looking to celebrate and launch at a HCP event in March.
- Developed and disseminated a local cost of eating well report and infographic.
- Hosted a lunch & learn for the local Registered Dietitian Network. This network reaches 9 RDs representing 10 agencies.
- Presented introducing solids and homemade baby food workshop to post-natal group at Brighter Futures in Haileybury (7 participants).



Q1 includes **Nutrition Month** for which the theme this year was eating 9 to 5. NM activities included:

- Presenting to all THU staff on healthy eating at work and related supporting policy.
- Implementing a communication campaign which in addition to radio, newsprint and FB

- posts, included a find Freggie contest in 7 grocery stores resulting in over 500 ballots.
- Supporting 7 external **workplaces** to implement the Paint Your Plate campaign. The workplaces included, 3 Family Health Teams and 3 elementary schools reaching over 120 staff. The campaign involves a challenge to consume the recommended amounts of vegetables and fruits each day with other incentives and activities such as a healthy potluck and salad swap. Surveys have been sent out to evaluate the initiative.



- During NM, 4 schools were supported to run the **Freggie Friday™** program. This program encourages students to eat fruits and vegetables as part of their lunch and snacks. On Fridays, students receive a ballot for a chance to win prizes. Teachers are also provided with curriculum resource to promote healthy eating in the classroom. The **Freggie Friday™** schools had visits from Freggie and a healthy celebration vegetables and fruits provided for the students.

The Diabetes Prevention Project (100% funded)

Jan to March marks the 4th quarter for this project. Highlights include:

- Working with partners to develop a 2015/16 workplan and Q3 indicator reporting to the Ministry.
- Supporting evaluation of the Community Kitchen initiative and of past trainings.

- Implemented the Bring Back the Tradition of Healthy Living communication campaign which integrated a diabetes risk assessment tool.
- Supported the local Dietitian Network, Paint Your Plate and Nutrition Month Campaign (see above).

Tobacco –Protection, Prevention, Cessation (Also see Enforcement under Environmental Health). Includes 100% SFO Funding

- Delivered a presentation to THU staff on the amendments to the Smoke-free Ontario Act (SFOA) and assisted with ordering signage for local sports fields, playgrounds and patios related to the new SFOA.
- Finalized 2015 workplan and completed 2014 final report due to the Ministry.
- Planning for Smoke-Free Spaces workshop in Toronto.
- Liaising with a KL mine regarding the SFOA and challenges of enforcing underground.
- Presented to 20 local Girl Guides and leaders on tobacco protection & prevention.
- Youth prevention – see school health.
- Enhanced 2 quit tobacco communication campaigns Driven to Quit and Would You Rather – targeting young adults.
- Promoted 3 Stop On the Road cessation workshops (KL, Eng, Tem. Shores).



Screening for Early Detection of Cancer

- Supported ads for Cancer awareness month highlighting the new cancer IQ tool and the low risk alcohol drinking guidelines.

FAMILY HEALTH & NURSING STATIONS

Ghislaine Julien

DENTAL HEALTH

Caseload	2012	2013	2014	2015
OHISS Screening (Primary: Pre-Kind /Kind & Gr. 2)	942	912	822	154
Regular Screening (Additional: Grade 2-4-6)	1475	2129	1153	432
Office Screening	99	124	345	68
Topical Fluoride				
# of children offered the service	319	105	984	175
# of children who consented to the service provision	98	105	264	48
# of children who received the service through CINOT	67	71	56	0

Travel Health Clinics

Client Visits	2012	2013	2014	2015
Kirkland Lake	177	307	335	106
New Liskeard	535	531	478	302
Englehart	142	103	157	48

VACCINE ADMINISTERED

Apr-June	2011-12	2012-13	2013-14	2014-15
Influenza	6526	5396	6128	5812
HPV	364	391	451	379
Meningococcal	303	340	284	381

SEXUAL HEALTH

Client Services	2012	2013	2014	2015
Male Clients	195	216	210	12
Female Clients	2011	1758	1355	90
Contraceptives	2540	2190	1856	218
Plan B	110	79	85	5

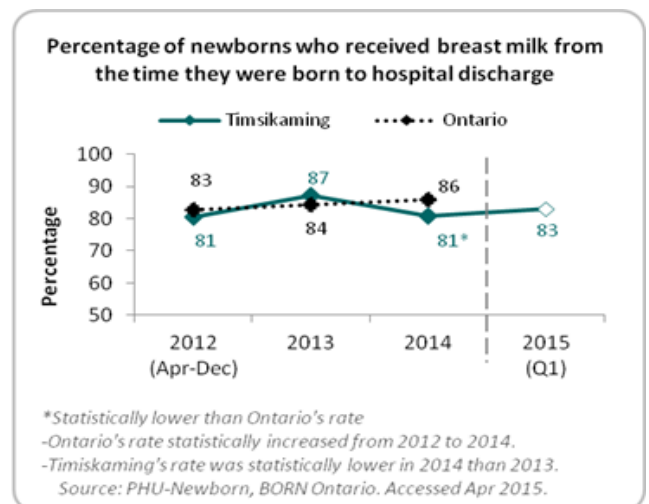
HEALTHY BABIES/HEALTHY CHILDREN

Healthy Babies/ Healthy Children	2012	2013	2014	2015
% of women screened during Pregnancy (target: 25%)	84%	100%	73%	74%
# of family visits by LHV/PHN or joint by LHV/PHN	243	201	175	66

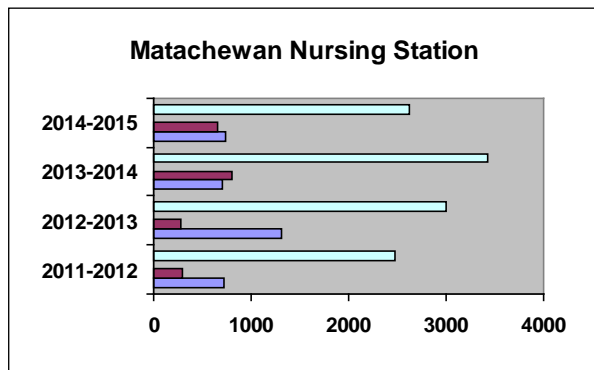
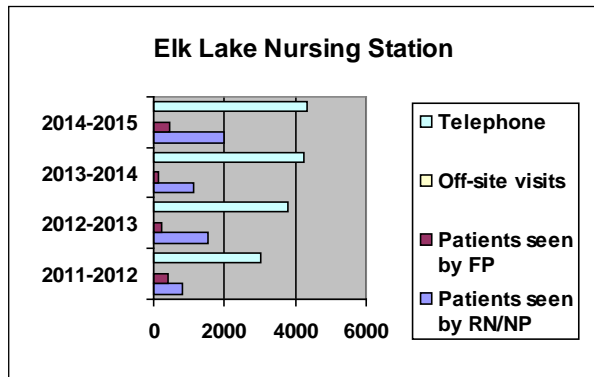
Number of newborns by quarter

	Q1	Q2	Q3	Q4	Total
2013	72	89	93	83	337
2014	81	76	97	78	332
2015	91				91

Source: PHU-Newborn, BORN Ontario. Accessed Apr 2015.

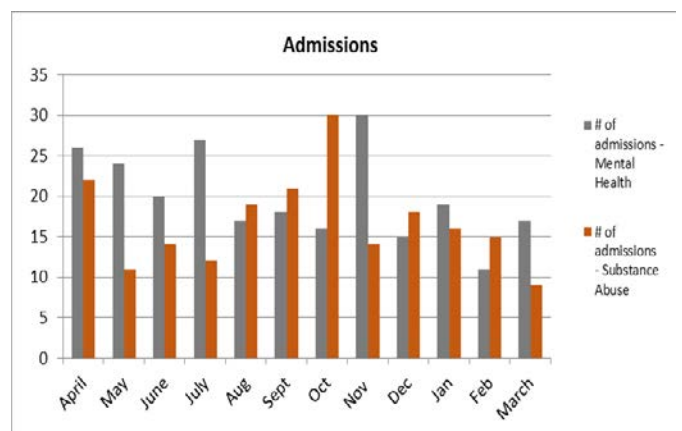
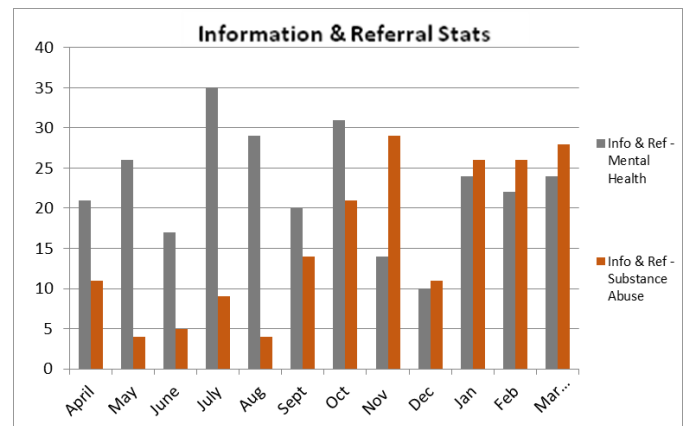
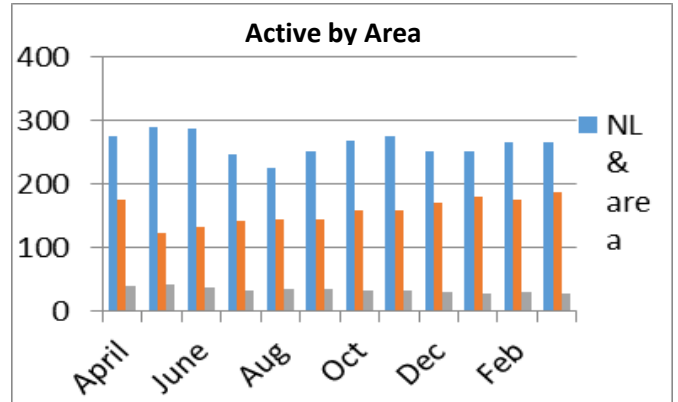


NURSING STATIONS (Apr-March)



MENTAL HEALTH & ADDICITON SERVICES

Ryan Peters



1.0 CALL TO ORDER

The meeting was called to order at 6:30 p.m.

2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd; Councillor Mike McArthur; Councillor Jesse Foley; Tammie Caldwell, Director of Recreation; Jeff Thompson, Superintendent of Community Programs; Paul Allair, Superintendent of Parks and Facilities; Tammy Borgen-Flood Administrative Assistant; Danny Lavigne; Mike Del Monte; Amber Sayer; Simone Holzamer; Richard Beauchamp
REGRETS:	City Manager, Chris Oslund; Chuck Durrant; Alex Regele

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Mike McArthur requested to add the following to the agenda;

- Skate Park

Jesse Foley requested to add the following to the agenda;

- Shanna Larsen Memorial Ball Tournament

4.0 APPROVAL OF AGENDA

Recommendation LS-2015-09

Moved by: **Jesse Foley**

Seconded by: **Mike Del Monte**

Be it recommended that:

1. The Recreation Services Committee agenda for the April 13th, 2015 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation LS-2015-10

Moved by: **Danny Lavigne**

Seconded by: **Amber Sayer**

Be it recommended that:

2. The Recreation Services Committee minutes of the March 9th, 2015 meeting be approved as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

- None

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

- i. *Centre De Sante Communautaire du Temiskaming- Request to Waive Rental Fees at Riverside Place May 7th and June 4th, 2015*

Discussion

The Committee reviewed a request from the Centre De Sante Communautaire du Temiskaming to have the non-profit fee waived at Riverside Place for their annual Community Walk and annual Seniors Luncheon, May 7th and June 4th, 2015.

Recommendation LS-2015-11

Moved by: **Carman Kidd**

Seconded by: **Richard Beauchamp**

Be it recommended that:

1. The Recreation Services Committee reviewed the request to waive the fee at Riverside Place for both events ; and
2. The Recreation Services Committee approves the request to have the fee waived for both events.

CARRIED

- ii. *Tri-Town Ski and Snowboard Village- Request to waive the Non-Profit rental fee at the Community Hall for May 9th, 2015*

Discussion

The Committee reviewed the request from the Tri-Town Ski and Snowboard Village to have the non-profit rental fee at the Community Hall waived for their fundraising event on May 9th, 2015. A dinner and auction are planned to raise funds to continue improvement for the hill and chalet.

Recommendation LS-2015-12

Moved by: **Danny Lavigne**

Seconded by: **Carman Kidd**

Be it recommended that:

3. The Recreation Services Committee reviewed the request to waive the fee at the New Liskeard Community Hall ; and
4. The Recreation Services Committee directs staff to apply the Non-Profit Rate.

CARRIED

- iii. *TIPOAC- Request to waive rental at Riverside Place*

Discussion

The Committee reviewed a request from TIPOAC to waive the rental fee at Riverside Place for their annual Spring Fling event that is a forum to educate seniors and caregivers on Injury Prevention.

Recommendation LS-2015-13

Moved by: **Danny Lavigne**

Seconded by: **Carman Kidd**

Be it recommended that:

5. The Recreation Services Committee reviewed the request to waive the fee at Riverside Place for TIPOAC's Senior Spring Fling; and
6. The Recreation Services Committee approves the request to waive the rental fee at Riverside Place.

iv. Colleen Lennox- Playground Equipment for Farr Park

Discussion

Mike McArthur reviewed a letter that was submitted by Colleen Lennox in regards to playground equipment at Farr Park. She is proposing that a playground unit be installed at the Park to accommodate the high traffic of children in the area.

Simone Holzamer inquired if units from other locations could be moved to the park, however Tammie Caldwell advised that there could safety concerns with moving older equipment.

Tammie Caldwell suggested that the Farr Park area be considered in the Recreation Master Plan for playgrounds and be included in the 2016 Capital Budget Process. She will contact Colleen to advise.

v. Lifesaving Society-Presidents List 2014-Sheryl Gilbert

Discussion

The Lifesaving Society's annual President's List acknowledges the efforts of outstanding volunteers for their contribution to drowning prevention in Ontario. Sheryl Gilbert, Aquatic Programmer from the City of Temiskaming Shores, was named to the 2014 list. Tammie Caldwell commended Sheryl for her efforts and Mike McArthur suggested that the media should be contacted to produce a story on Sheryl's achievement.

vi. Pool/Fitness Centre Proposed Fee Schedule

Discussion

Tammie Caldwell presented the 2015 proposed fee schedule for the Pool and Fitness Centre. The previous increase in fees was in 2011 and the proposed fee schedule aligns membership fees, daily fees, rental fees and programs fees.

Mike Delmonte commented that the increase will help offset cost of upgrades to the facility.

Carman Kidd commented an increase be applied to the Non-Resident User Fees.

The Committee directed staff to circulate the User Fee Schedule to the Committee prior to submitting a report to Council for Consideration.

Recommendation LS-2015-14

Moved by: **Richard Beauchamp**

Seconded by: **Mike Delmonte**

Be it recommended that:

7. The Recreation Services Committee reviewed the fee schedule; and
8. The Recreation Services Committee approves the proposed fee schedule as presented and directs staff to include Non Resident User Fees at the Pool/Fitness Centre for presentation at the next Committee Meeting.

CARRIED

vii. Skateboard Park Concerns

Discussion

Councillor Mike McArthur advised the committee that the Skateboard Park is still closed for the season. He understands that the youth of the community are anxious to use the park however staff are required to do an inspection of the park after the winter season. This will be completed as soon as possible and once the fencing is taken down, the park will be open for use.

viii. Shanna Larsen Memorial Tournament

Discussion

Councillor Jesse Foley advised the Committee that the Shanna Larsen Memorial Ball Tournament Committee contacted him to advise they will be submitting a request at a later date to have the ball field fees and the New Liskeard Arena Hall fee waived for the annual Shana Larsen Memorial Ball Tournament, July 10-12th, 2015.

10.0 SCHEDULE OF MEETINGS

- Monday, May 11th
- Monday, June 8th
- Monday, September 14th
- Monday, October 12th

11.0 CLOSED SESSION

- None

12.0 ADJOURNMENT

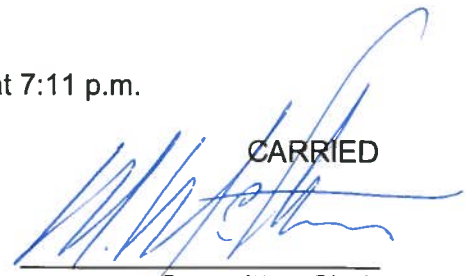
Recommendation LS-2015-15

Moved by: **Danny Lavigne**

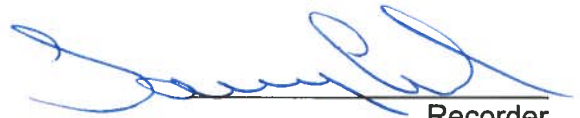
Be it recommended that:

1. The Recreation Services Committee meeting is adjourned at 7:11 p.m.

CARRIED



Committee Chair



Recorder

1. CALL TO ORDER

The Protection to Persons and Property Committee meeting was called to order at 1:31 P.M.

2. ROLL CALL

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Councillor Mike McArthur; Christopher Oslund, City Manager; Steve Langford, Acting Fire Chief; Karen Beauchamp, Director of Community Growth and Planning; Matt Del Monte, Property Standards/By-Law; Kelly Conlin, Executive Assistant
Regrets:	
Others Present:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation PPP-2015-018

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee agenda for the May 20, 2015 meeting be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2015-019

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee minutes of the April 15, 2015 meeting be adopted as presented.

CARRIED

7. DELEGATIONS

- None

8. FIRE AND EMERGENCY SERVICES

a) **Volunteer Appointment – Haileybury Station**

Steve Langford, Acting Fire Chief made the committee aware of an upcoming volunteer appointment at the Haileybury Station.

b) **Wild land Firefighting Equipment**

Steve Langford, Acting Fire Chief indicated that the Fire and Emergency Services Department is actively seeking quotes for Wild land firefighting equipment. In the past, the Fire Department has borrowed a neighbouring municipality's equipment. Once all quotes have been received, a report will be made for Council's consideration.

9. COMMUNITY GROWTH AND PLANNING

a) **Municipal Roadway Sign Permits (Chris)**

Recommendation PPP-2015-020

Moved by: Mayor Carman Kidd

Be it recommended that:

The PPP Committee recommends that Council waive the yearly encroachment fee for signs for non-profit corporations and community groups; and

further that the PPP Committee directs staff to review and amend the sign by law to reflect an annual encroachment fee of \$50 for signage that is not more than 10 square feet and \$100 for signage over 10 square feet; and

further take action to remove abandoned signs.

CARRIED

b) **Traffic Infractions By-law (Chris)**

Recommendation PPP-2015-021

Moved by: _____

Be it recommended that:

The PPP Committee directs staff to obtain and review Traffic Infractions By-laws for other communities for discussion at the next regular PPP meeting.

DEFERRED

c) **Amendments to Solid Waste By-law (Karen)**

Recommendation PPP-2015-022

Moved by: Councillor Mike McArthur

Be it recommended that:

The PPP Committee recommends that an Administrative Report and draft by-law amendment be prepared for Council's consideration at the June 2, 2015 Council meeting regarding proposed amendments to the Solid Waste By-law.

CARRIED

d) **Amendments to Traffic By-law for Accessible Parking (Karen)**

Recommendation PPP-2015-023

Moved by: Mayor Carman Kidd

Be it recommended that:

The PPP Committee recommends that an Administrative Report and draft by-law amendment be prepared for Council's consideration at the June 2, 2015 Council meeting regarding proposed amendments to the Traffic By-law regarding Accessible Parking Spaces.

CARRIED

e) **Building Permit Update (Karen)**

Karen Beauchamp, Director of Community Growth and Planning provided the committee with a year to date summary for building permits, including number of new home construction and renovations.

f) **Animal Control – Door to Door tag sales (Karen/Chris)**

Recommendation PPP-2015-024

Moved by: Councillor Mike McArthur

Be it recommended that:

The PPP Committee supports the Animal Control Officer going door to door to notify residents that for each dog and cat they are required to purchase a tag; and further that public notice be given on the City's website and Facebook page that a door to door campaign is taking place.

CARRIED

g) **Parking on Paget Street – New Liskeard**

Recommendation PPP-2015-025

Moved by: Councillor Mike McArthur

Be it recommended that:

The PPP Committee recommends monitoring parking and traffic on Paget Street North and that By-law No. 2015-114 be withdrawn.

CARRIED

10. SCHEDULE OF MEETINGS

The next Protection to Persons and Property Committee meeting will be held on Thursday, June 18, 2015 @ 1:30 pm

11. ADJOURNMENT

Recommendation PPP-2015-026

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee meeting is adjourned at 2:54 p.m.

CARRIED

1. CALL TO ORDER

The Corporate Services Committee meeting was called to order at 2:00 PM.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd; Councillor Jeff Laferriere; Councillor Danny Whalen; Christopher Oslund, City Manager; Shelly Zubyck, Director of Corporate Services; David B. Treen, Clerk; Laura Lee Macleod, Treasurer; Kelly Conlin, Executive Assistant
REGRETS:	
OTHERS PRESENT:	Clair Shepherdson, Little Claybelt Homesteaders Museum; Elizabeth Pahkala, Little Claybelt Homesteaders Museum

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation CS-2015-018

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee agenda for the May 14, 2015 meeting be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2015-019

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee minutes of the March 9, 2015 meeting be approved as printed.

CARRIED

7. DELEGATIONS/PRESENTATIONS

- None

8. NEW BUSINESS

a) Little Claybelt Homesteaders Museum – Ownership of Buildings

Recommendation CS-2015-020

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee hereby endorses Option #1 as presented in the Administrative Report Summary for the Little Claybelt Homesteaders Museum.

CARRIED

b) Matabanick Hotel – Vesting Report

Recommendation CS-2015-021

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee acknowledges receipt of Admin Report CS-017-2015 and concurs with the recommendations contained in the said report.

CARRIED

c) Status of 2014 Audit – Verbal update

Laura Lee MacLeod, Treasurer, indicated that the 2014 Audit is nearing completion. The Corporate Services Committee will reconvene prior to the June 2, 2015 Council meeting in order to review the Audit prior to being presented to Council.

d) 1st Quarter Financial Report (2015)

Recommendation CS-2015-022

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee acknowledges receipt of the 1st Quarter Financial Report for 2015 and agrees to forward said report to Council for consideration at the May 19, 2015 regular meeting.

CARRIED

e) Extended Shift Policy

Recommendation CS-2015-023

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee acknowledges receipt Admin Report CS-018-2015 hereby direct staff to circulate the said report to the Recreation Committee, Public Works Committee and members of the Joint Health and Safety Committee for their review and comment

CARRIED

f) Working Alone Policy/Procedures (update)

Shelly Zubyck, Director of Corporate Services provided the committee with a verbal status update in regards to the working alone policy. The procedures were recently approved by the Joint Health and Safety Committee and will proceed to Council once all departments have completed their review.

g) Management Training – Mental Health First Aid

Shelly Zubyck, Director of Corporate Services made the committee aware of the upcoming management training session on June 3&4, 2015 for 18 staff members. More recently, management has had to deal with first aid mental health in the workplace. The training is being provided by Northern College.

h) Water/Sewer Rate Review – Timelines

Chris Oslund, City Manager, brought the committee up to date in regards to the revamping of the Water/Sewer charges review. Staff has identified discrepancies with the rates, particularly in the Commercial/Industrial sectors. Work is ongoing with a target of Fall 2015 for a recommendation to Council on how to proceed.

i) Asset Management plan – Timelines

Chris Oslund, City Manager, indicated that work on the financial component of the Asset Management Plan is on going. He and Laura Lee MacLeod, Treasurer, have determined a timeline for work to be completed and will have the plan in place in time for review and any necessary incorporation in the 2016 budget.

j) Online Payment Program

Brad Hearn, IT Administrator made a presentation to the committee in regards to online payments and in person payments that could be made available to our ratepayers. Currently, the City is in a contract until 2016 for the debit/visa machines. The committee discussed the ability for ratepayers to pay taxes using credit card, which is currently not an option, as well as, online payments for taxes, POA charges and any other municipal related expense. Staff will proceed with discussions and report back to the committee at a later date.

k) 2015 Tax Insert - Final

Laura Lee MacLeod, Treasurer, presented the committee with the newly designed tax insert. The committee felt that new insert communicated municipal spending in very clear way and provided accurate information to ratepayers. Laura Lee will proceed with the printing of the inserts (in colour) for the interim tax billing.

1) Leaders of Tomorrow – Northern College

The committee reviewed a request from Northern College to contribute to a “Leaders of Tomorrow” bursary program. The bursary would be for first year students at any Northern College campus location. The committee determined that the municipality could support our local campus in other ways such as transit passes, however, will be denying the request to participate in the bursary program at this time. Staff will prepare a letter to be sent to the college.

9. CLOSED SESSION

Recommendation CS-2015-024

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee convene into Closed Session at 3:39 p.m. to discuss the following matters:

a) Labour relations or employee negotiations under Section 239 (2) (e) of the Municipal Act, 2001: *Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board:*

- Status of Insurance Claims

CARRIED

Recommendation CS-2015-025

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee agrees to rise from Closed Session at 3:42 p.m. with report.

CARRIED

The committee provided direction to staff.

10. SCHEDULE OF MEETINGS

The next Corporate Services Committee meeting will be held on May 28, 2015 – time to be determined. (2014 Audit review)

11. ADJOURNMENT

Recommendation CS-2015-026

Moved by: Councillor Danny Whalen

Be it recommended that:

1. The Corporate Services Committee meeting is adjourned at 3:43 p.m.

CARRIED

Committee Chair

Recorder

1. CALL TO ORDER

- Meeting called to order at 2:07 PM.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd; Councillor Jeff Laferriere; Councillor Danny Whalen; Christopher Oslund, City Manager; Shelly Zubyck, Director of Corporate Services; Laura Lee Macleod, Treasurer; Kelly Conlin, Executive Assistant
REGRETS:	
OTHERS PRESENT:	Steve Acland, Kemp Elliott and Blair

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation CS-2015-027

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee agenda for the May 28, 2015 meeting be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2015-028

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee minutes of the May 14, 2015 meeting be approved as printed.

CARRIED

7. DELEGATIONS/PRESENTATIONS

- None

8. NEW BUSINESS

a) **Age Friendly Community Planning Grant Program and Community Transportation Pilot Grant Program**

Recommendation CS-2015-029

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee acknowledges receipt of funding approval for the Age Friendly Community Planning Grant Program and the Community Transportation Pilot Grant Program in the amount of \$25,000 and \$40,000 respectively; and further,

That the Corporate Services committee recommends the inclusion of the revenues and expenditures of the two (2) programs in the 2015 fiscal year and the 2016 Budget estimates as follows:

Cost Category	Total	2015	2016
Coordinator Salary & Overtime	\$49,950	\$24,975	\$24,975
Marketing Materials & Advertising Expenses	\$ 13,550	\$3,500	\$10,000
Forums (3 x \$500)	<u>\$1,500</u>	<u>\$ 1,000</u>	<u>\$ 500</u>
Totals:	\$65,000	\$29,525	\$35,475

CARRIED

b) 2014 Audit Presentation

Recommendation CS-2015-030

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee hereby acknowledges the presentation by Auditor, Steve Acland of Kemp Elliott and Blair and directs the Treasurer to present the 2014 Audited Financial Statements at the June 2, 2015 Regular Council Meeting.

CARRIED

9. CLOSED SESSION

- None

10. SCHEDULE OF MEETINGS

The next Corporate Services Committee is scheduled for June 22, 2015 at 2:00 PM

11. ADJOURNMENT

Recommendation CS-2015-031

Moved by: Councillor Danny Whalen

Be it recommended that:

1. The Corporate Services Committee meeting is adjourned at 2:50 p.m.

CARRIED

Committee Chair

Recorder

1.0 Call to Order

The Public Works Committee meeting was called to order at 10:04 AM

2.0 Roll Call

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works, Steve Burnett, Technical and Environmental Compliance Coordinator; Mitch Lafreniere, Manager of Physical Assets;; Kelly Conlin, Executive Assistant
Regrets:	Jamie Sheppard, Roads Superintendent; Robert Beaudoin, Environmental Superintendent
Others Present:	Norm Hawriko, Heritage Technics; Dan Larocque, North Country Aerial

3.0 Review of Revisions or Deletions to Agenda

- **Under New Business:**

9.1 *Tree Issues*

9.2 *2015 Ashphalt Marking Program*

4.0 Approval of Agenda

Recommendation PW-2015-023

Moved by: Mayor Carman Kidd

Be it recommended that:

1. The Public Works Committee agenda for the May 26, 2015 meeting be approved as amended.

CARRIED

5.0 Disclosure of Pecuniary Interest and General Nature

- None

6.0 Review and Adoption of Previous Minutes

Recommendation PW-2015-024

Moved by: Councillor Doug Jelly

Be it recommended that:

1. The Public Works Committee minutes for the April 23, 2015 regular meeting be adopted as printed.

CARRIED

7.0 Public Presentations

7.1 Norman Hawirko – Heritage Technics: Aerial Droning

Norman Hawirko of Heritage Technics and Dan Larocque of North Country Aerial presented the features, benefits and potential for aerial droning in a municipal setting. The use of the aerial drone is governed under regulations set forth by Transport Canada. Pricing for use of the drone can be both project based and hourly rate.

The committee thanked Norm and Dan for their presentation and will consider use of their services in the future.

8.0 Unfinished Business

8.1 Grant Drive at Hwy 65E

Previous Discussion:

No update

Discussion:

No update

8.2 Asset Management

Previous Discussion:

The remaining information required on the Asset Management plan is financial and will be added to an upcoming Corporate Services Committee Meeting.

Discussion:

Chris Oslund, City Manager and Laura Lee MacLeod, Treasurer have developed a timeline for the completion of the financial component, starting in the next couple weeks.

8.3 Wilson/Armstrong Property – Drainage

Previous Discussion:

Jamie Sheppard will follow up.

Discussion:

No update

8.4 LED Street Lighting

Previous Discussion:

The RFP is being prepared and will be ready for release by May 15th. Staff will be attending a LED seminar the second week of May and will incorporate any relevant information in our RFP.

Discussion:

The request for proposal for supply and delivery of the street lights has been released and will close on June 15, 2015. A second request for proposal will be released in the coming weeks for the installation.

8.5 AMEC – New Waste Management Capacity

Previous Discussion:

Steve Burnett has requested a status update from AMEC in regards to the City's Environmental Assessment. More information will be provided as it comes available.

Discussion:

No Update

8.6 Access Control Policy – Entrance Permits

Previous Discussion

Kelly will follow up with our contact at Grant Farms to set up a time in the coming weeks.

Discussion:

The committee discussed the potential for the new Intern to assist with the task of documenting all the Grant Farm entrances within the City.

8.7 Dymond Business Park – Left Turning Lane/Storm Water Management Pond

Previous Discussion

Work will continue into the Spring. A change work order is required for the industrial park as they are experiencing some issues with drainage. Rockley Road reconstruction engineering has been received from D.F. Elliott, however may require some modifications with removal of curbs which could result in a cost savings. The work that is to be completed by Canadian Solar will likely happen in 2016.

Discussion:

A report is being sent to Council regarding a change work order for the storm water management pond. The design for Rockley Road is currently underway.

8.8 Lorne St. and FPT 26 lot Subdivision Update

Previous Discussion

No update

Discussion:

Doug Walsh reported that the final services such as Hydro were being installed this week in the Lorne St. Subdivision. Stop signs have been placed on either side of the new street; therefore, an amendment to the Traffic By Law to include the stop signs is required. Once the amendment is completed, the City is able to partially assume the street. Doug Walsh is unaware of any further work being completed at this time in the FTP 26 Lot subdivision.

8.9 Public Works Staff Training

Previous Discussion

Doug Walsh reviewed the following items in regards to staff training:

- All staff – Book 7 refresher course w/Mark Wilson
- Mandatory water course – 6 staff registered
- NOWWA – CEU requirements – Sault Ste. Marie – 2 will be registered

Discussion:

Doug Walsh reported that the Common Core Surface training will be scheduled later this year.

8.10 Public Works Department Update

Previous Discussion

- Year-to-date Water breaks – 37
- Recent inspection from the Ministry of Labour – went very well
- Spring Cleaning will be starting shortly
- Pot hole and road repairs will begin after asphalt plant opens

Discussion:

- Year to date water breaks is now approximately 48
- Staff are continuing with the street sweeping in various areas of the City.

8.11 Build Canada Fund

Previous Discussion

No update.

Discussion:

No update

8.12 Bucke Park Water System

Previous Discussion:

Work on water distribution will start around May 4. Staff will also be getting quotes for the pumps, pipes and installation.

Discussion:

Steve Burnett reported that the distribution is now complete and work on sampling, and chlorination is ongoing.

8.13 Traffic Detours

Previous Discussion:

Emergency Detour Routs have been added to the agenda of the next Police Services Board Meeting.

Discussion:

Doug Walsh will be making contact with interested stakeholders with hopes to organize a first meeting sometime in July or August.

8.14 2015 Roads Program

Previous Discussion:

Doug Walsh and Steve Burnett have met with representatives from Miller paving regarding the work that will take place in 2015.

Discussion:

A report with the final roads program schedule will be presented at the June 16, 2015 Regular Meeting of Council.

8.15 Uno Park Bridge

Previous Discussion:

The work on the bridge replacement is going well. Project should be completed by July.

Discussion:

Doug Walsh reported that the piles have been driven and are being monitored. Placement of the bridge will commence shortly.

8.16 Pete's Dam Bridge

Previous Discussion:

Staff is waiting on borehole sampling results prior to starting work.

Discussion:

On going

8.17 Full Solid Waste Management Program

Previous Discussion

Steve Burnett reviewed the following items regarding the full solid waste management program:

- Inspection of recycling bins is underway in effort to reduce contamination
- Upcoming campaign at Lifestyles show
- Awaiting amendments to current By-law prior to issuing fines
- Upcoming changes to the provincial legislation regarding waste diversion

Discussion:

- Staff is currently working on a funding application for the development of a waste management tool kit.
- 2014 Datacall reporting for Waste Diversion Ontario has been submitted

8.18 Emergency Repair Work

Previous Discussion

- 1) Sanitary Sewer Failure – Rebecca St.
- 2) Water Main relocation – McDonough Heights Subdivision
- 3) Storm Sewer Collapse – 182 Pine St.

Doug Walsh reviewed the above noted projects as emergency repair work and provided the committee with pricing to have the work completed. Although these repairs have not been budgeted, there are sufficient funds available in the reserve as well as some

funds set aside in the operating budget for emergency repairs. Doug will be preparing a report for Council's consideration at the next Council meeting.

Recommendation PW-2015-021

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee hereby directs staff to proceed with Emergency repairs on the following areas: Rebecca St; Pine St; and McDonough Heights, and further, the Committee direct staff to prepare a report to Council for their information.

CARRIED

Discussion:

Doug Walsh provided the committee with a status update on the emergency repair work. A majority of the underground work has now been completed. Restoration work is ongoing.

8.19 Drainage issues - Peter's Road

Previous Discussion:

An upstream land owner's run off is causing significant drainage issues on Peter's Road. Recently, two sections of the road have been washed out. An on-site meeting was held with the drainage superintendent. It was requested that he supply the City with recommendations to address the issue.

Discussion:

Recommendation: PW-2015-025

Moved by: Mayor Carman Kidd

The Public Works Committee hereby recommends that staff initiate the process for a municipal drain located at the south half of Lot 11, Concession 3, Dymond Township.

CARRIED

9.0 New Business

9.1 Tree Issues

Discussion:

Doug Walsh made the committee aware of recent concerns from ratepayers regarding tree maintenance. Doug stated that the City has no tree by law in place that would clarify who is responsible for downed trees, trees planted on easements, etc. Doug suggested it may be worthwhile to investigate other municipalities to determine what

would work well for our area. Chris Oslund suggested that he and the Clerk could investigate.

9.2 2015 Asphalt Marking Program

Discussion:

The Temiskaming Shores Accessibility Advisory Committee recently submitted a list of new, relocated, and enhanced accessible parking spaces located throughout the City. Due to the timing of the submission, the changes and additional funds required for the spaces was not taken into consideration or budgeted in 2015.

Recommendation: PW-2015-026

Moved by: Mayor Carman Kidd

The Public Works Committee hereby recommends that the Asphalt Marking Program proceeds as planned and budgeted for 2015; and further that staff and Council consider the new, relocated or enhanced accessible parking spaces as identified by Temiskaming Shores Accessibility Advisory Committee as part of the 2016 budget.

CARRIED

10.0 Administrative Reports

Staff reviewed the following upcoming Administrative Reports.

- 2015 Roads Program
- Boundary Roads Agreement
- Change order: Engineering for looping/Grey Road
- Change order: Storm Water Management – Dymond Business Park
- Communications upgrade for Water/Sewer Facilities

11.0 Correspondence

- None

12.0 Closed Session

Recommendation PW-2015-027

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee convene into Closed Session at 12:15 p.m. to discuss a Personal Matter under Section 239 (2) (b) of the Municipal Act, 2001.

CARRIED

Recommendation PW-2015-028

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee rise with report at 12:45 p.m.

CARRIED

The committee provided direction to staff.

13.0 Next Meeting

The next meeting of the Public Works Committee is scheduled for June 18 at 10:00 AM.

14.0 Adjournment

Action: Recommendation PW-2015-029

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee meeting is adjourned at 12:55 P.M.

CARRIED

Committee Chair

Recorder

Memo

To: Mayor and Council
From: Karen Beauchamp, Director Community Growth and Planning
Date: June 2, 2015
Subject: Solid Waste Management - Enforcement
Attachment: None

Mayor and Council:

At the February 17, 2015 meeting, Council passed By-law No. 2015-021 being a by-law to establish a system for the collection and disposal of garbage, recyclables and other refuse (Solid Waste Management By-law).

The Public Works Department has undertaken a comprehensive education program for curbside collection programs. They have also issued notices to people who are in default of the by-law for reasons such as mixing garbage with recyclables, failing to place their bin in the proper location for collection and putting out more garbage or recyclables than permitted.

The by-law allows the Director of Public Works to issue notices to comply and to order suspension of collection services. The by-law also has short form wording that permits the City's by-law officers to lay a Part 1 Information (ticket) with an associated fine.

When the by-law officers started enforcing the by-law they noticed discrepancies between the short form wording and the by-law provisions and expressed concern that if a ticket was challenged in Court the charge may be dismissed. The Municipal Prosecutor also reviewed the by-law and expressed concerns with some sections of the by-law.

Public Works and Community Growth and Planning staff have worked together to re-write the by-law so that the policies are clear and enforcement is achievable. The intent of the By-law remains the same and the set fines have not changed.

Staff recommends that Council consider First and Second Reading a new Solid Waste Management by-law and repeal By-law No. 2015-021 at the June 2, 2015 Regular Meeting of Council. It is further recommended that the By-law be submitted to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to Third and Final Reading.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Subject: Amendment to By-law No. 2013-052
Building Permit Fees (Orders)

Report No.: CGP-018-01-2015
Agenda Date: June 2, 2015

Attachments None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report CGP-018-01-2015;
2. That Council directs staff to submit the final draft of By-law No. 2015-094 to amend Building By-law No. 2013-052 for consideration of Third and Final reading at the June 2, 2015 Regular meeting of Council; and
3. That Council directs staff to prepare the necessary by-law to amend Fees By-law No. 2012-039 to include the changes in fees associated to the Building Department for consideration at the June 16, 2015 Regular meeting of Council.

Background

On April 7, 2015, Council received Administrative Report No. CGP-018-2015 regarding a \$200 Administrative Fee in order to recover costs associated with the issuance of orders and follow up inspections to verify compliance with orders issued under the Building Code. Council passed Resolution No. 2015-236 acknowledging receipt of the Administrative Report and directed staff to provide notice to the public of the proposed changes to the Building Permit fees.

The Chief Building Official emailed notice of Council's intent to change the Building Permit Fees to Contractors and Designers on April 13, 2015. Public Notice was given in the Community Bulletin for April 15 and 22 Speakers as well as corresponding Weekenders. Notice was also posted on the City's website, Public Notice Page on the City's Facebook page on April 17, 2015.

On May 5, 2015, Council gave First and Second Reading to By-law No. 2015-094 being a by-law to amend the Building By-law No. 2013-052 to incorporate fees related to orders.

On May 19, 2015, a public meeting was held at the Regular Council meeting. One member of the public asked if the fee changes were retroactive and was advised that the fees would be in effect starting June 3, 2015 and are not retroactive.

One member of the public who is a qualified designer provided a written submission, suggesting that the proposed by-law amendment include a statement to allow a refund if an aggrieved person wins an appeal to the Building Code Commission.

Analysis:

The Chief Building Official recommends adding to the amendment the following paragraph under Section 8.6 Refunds:

“In the event a person has paid a fee(s) associated with an order issued under this by-law and subsequently appeals the decision of the Chief Building Official or an Inspector, as permitted under Subsection 24.(1) of the Building Code Act, to the Building Code Commission, a refund of the fee shall be applied should the Commission rescind the Order.”

Staff recommends that the above statement be included in amending By-law No. 2015-094 and that Council consider Third and Final reading of By-law No. 2015-094 at the June 2, 2015 Regular meeting of Council. Further, if Third Reading is approved, it is recommended that Council direct staff to prepare the necessary by-law to amend Municipal Fees By-law No. 2012-039 acknowledging the said fee changes.

Alternatives

No alternatives were considered.

Financial / Staffing Implications

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

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

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

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Subject: Amendment to Traffic and Parking
By-law No. 2014-101 – Paget Street

Report No.: CGP-026-01-2015
Agenda Date: June 2, 2015

Attachments None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report No. CGP-026-01-2015;
2. That Council concurs with the Protection to Persons and Property Committee's recommendation to continue to allow parking on both sides of Paget Street from Whitewood Avenue to Church Street and to retain the accessible parking space on the East side as stated in the current Traffic and Parking By-law; and
3. That Council hereby repeals Resolution No. 2015-299 adopted at the May 5, 2015 Regular Meeting directing staff to amend By-law No. 2014-101.

Background

At the May 5, 2015 meeting, Council considered Administrative Report No. CGP-026-2015 and passed Resolution No. 2015-299 which reads as follows:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-026-2015;
2. That Council approves the proposed amendments to By-law No. 2012-101 and directs staff to prepare the necessary by-law amendments to implement the proposed changes for consideration at the May 19, 2015 regular Council meeting.
3. That Council agrees that the proposed changes will take effect on June 1, 2015 and directs staff to provide notice to the public.

Notice of Council's intent to the change parking regulations on Paget Street North to prohibit parking on the East side of the street from Whitewood Avenue to Church Street and re-locate the accessible parking space from the East side to the West side was published in the Temiskaming Speaker, Community Bulletin on May 13, 2015 and posted on the City's website and Facebook page.

Staff prepared the by-law amendment to implement the proposed changes for Council's consideration at the May 19, 2015 meeting.

During the Question and Answer Period at the May 19, 2015 meeting, Dr. Norman Campbell who operates a dental office with Dr. Rick Caldwell at 61 Paget Street North requested that Council reconsider their decision to prohibit parking on the East side of Paget Street North between Spruce Street and Church Street.

Council deferred First and Second Reading of the proposed By-law Amendment (No. 2015-114) and requested that the Protection of Persons and Property Committee review the matter and provide a recommendation to Council at the June 2, 2015 meeting.

Analysis

The Protection to Persons and Property Committee met on May 20, 2015 and discussed the proposed by-law amendment to restrict parking on the East side of Paget Street North from Whitewood Avenue to Church Street. The Committee considered Dr. Norman Campbell's comments as well as observations made by Councillors and staff. The Committee passed Resolution No. PPP-2015-025 recommending that parking continue to be permitted on both sides of Paget Street from Whitewood Avenue to Church Street.

The Protection to Persons and Property committee requested that staff continue to monitor traffic and parking on Paget Street North and if changes are warranted, a recommendation to amend the by-law can be made in the future.

Staff recommends that Council withdraw the proposed By-law No. 2015-114 being a by-law to amend the Traffic By-law No. 2012-101.

Financial / Staffing Implications

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

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

Alternatives

None considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Subject: Lease Agreement - Don Shepherdson
Memorial Arena Concession

Report No.: CS-020-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01: Application from Rick's Magic Touch

Appendix 02: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2014; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Rick's Magic Touch Catering for the use of the Don Shepherdson Memorial Arena Concession Stand from October 1, 2015 to April 30, 2018 for consideration at the June 16, 2015 Regular meeting of Council.

Background

Each year the City advertises for operators of concessions which includes the Don Shepherdson Memorial Arena.

Analysis

The Concession Package was advertised in the City of Temiskaming Shores Community Bulletin.

Only one application was received for the Don Shepherdson Memorial Concession. The application from Rick's Magic Touch is attached as Appendix 01.

A draft lease agreement for the use of the space is attached as Appendix 02. The lease agreement outlines all covenants for the lessee and lessor including the provision of Rick's Magic Touch Catering providing the City with a copy of their insurance policy naming the City as an additional insured.

Staff is recommending that the City enter into a multiple year agreement with Ricks' Magic Touch as the service provided has been satisfactory to the City's needs. The lease agreement would be a three (3) year term.

Financial / Staffing Implications

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

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

The City will receive \$200 per month for the rental of the space from October 1, 2015 to April 30, 2018 during the months of operation.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

Rick's Magic Touch

Cafeteria/Catering Services

City of Temiskaming Shores
C/O Tammie Caldwell

Subject: Food Concession, Don Shepherdson Memorial Arena

Dear Tammie,

I would like to say that I enjoyed the season. Its hard work but fun as well. As you noticed, I've introduced a menu that better serves the needs of one and all. I've also introduced a debit machine, a feature that was necessary and feedback reflects much satisfaction. Not many if any food concessions have debit. I will fine tune the menu thus introducing more delicious foods. I remain committed as well to keep my rink board sign in place as well as I am in the process of sponsoring a team this year. I do intend to keep going forward in partnership with the City of Temiskaming Shores for many seasons to come. If you have any questions or concerns, please email or contact me on my cell.

Sincerely,

Rick Hobson
Rick's Magic Touch Catering/Cafeteria Services
hobson@nt.net
Cell: 705-648-5447

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into a Lease Agreement with Rick's
Magic Touch Catering for the provision of Concession
Services at the Don Shepherdson Memorial Arena**

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

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

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

And whereas Council for the City of Temiskaming Shores considered Administrative Report CS-020-2015 at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a lease agreement with Rick's Magic Touch Catering for the operation of the Don Shepherdson Memorial Arena Concession Stand from October 1, 2015 to April 30, 2018 for consideration at the June 16, 2015 Regular meeting of Council;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with Rick's Magic Touch for the Operation of Concession Services at the Don Shepherdson Memorial Arena for the period covering October 1, 2015 to April 30, 2018, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law No. 2015-000

Dated this 16th day of June, 2015

The Corporation of the City of Temiskaming Shores

- and -

Rick's Magic Touch Catering

Lease

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This lease made this 16th day of June, 2015.

between:

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

and:

Rick’s Magic Touch Catering
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

1. Leased premises

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

2. Term

To hold the premises for a term commencing on October 1, 2015 to April 30, 2018.

3. Rent

The Tenant shall pay the Landlord Two Hundred Dollars (\$200) plus applicable taxes per month payable on the first day of each month from October 1, 2015 to April 30, 2016; October 1, 2016 to April 30, 2017 and October 1, 2017 to April 30, 2018.

4. Tenants Covenants

- a) **Rent** – to pay rent;
- b) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- c) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

- d) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- e) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- f) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- g) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- h) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time

understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- j) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

5. Landlord’s covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re-enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights

may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;

- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term;
- l) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubycck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

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

8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in)
the presence of)

Rick’s Magic Touch Catering

Caterer - Rick Hobson

Witness
Name: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Lease Agreement - Haileybury
Arena Concession

Report No.: CS-021-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2015; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession Stand from September 1, 2015 to April 30, 2016 for consideration at the June 16, 2015 Regular meeting of Council.

Background

Each year the City advertises for operators of concessions which include the Haileybury Arena and the Don Shepherdson Memorial Arena.

Analysis

The Concession Package was advertised in the City of Temiskaming Shores Community Bulletin.

Only one application was received for the Haileybury Arena Concession. The New Liskeard Lions Midget Hockey Club has been leasing the concession stand for the past three seasons. Staff is recommending entering into a lease with the Hockey Club for the 2015/2016 season at the same rate of \$100 per month.

A draft lease agreement for the use of the space is attached as Appendix 01. The lease agreement outlines all covenants for the lessee and lessor including the provision of the New Liskeard Lions Midget Hockey Club providing the City with a copy of their insurance policy naming the City as an additional insured.

Financial / Staffing Implications

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

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

The City will receive \$100 per month for the rental of the space from September 1, 2015 to April 30, 2016.

Alternatives

No alternatives were considered.

Submission

Prepared by:

“Original signed by”

Shelly Zubyck, CHRP
Director of Corporate Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-00

**Being a by-law to enter into a Lease Agreement with
the New Liskeard Lions Midget Hockey Club for the operation
of the Haileybury Arena Concession**

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

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

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

And whereas Council considered Administrative Report CS-037-2014 at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a lease agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession stand from September 1, 2015 to April 30, 2016 for consideration at the June 16, 2015 Regular meeting of Council;

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

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession Stand for the period covering September 1, 2015 to April 30, 2016, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2015-000
Lease Agreement between
The Corporation of the City of Temiskaming Shores
and
New Liskeard Lions Midget Hockey Club
For the operation of the Haileybury
Arena Concession Stand

The Corporation of the City of Temiskaming Shores

- and -

The New Liskeard Lions Midget Hockey Club

LEASE

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This lease made this 16th day of June, 2015

Between:

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

And:

The New Liskeard Lions Midget Hockey Club
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Concession containing a rentable area located at the Haileybury Arena in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on September 1, 2015, to April 30, 2016.

3. Rent

The Tenant shall pay the Landlord Two Hundred Dollars (\$100) plus applicable taxes per month payable on the first day of each month from September 1, 2015 to April 30, 2016.

4. Tenants Covenants

- a) **Rent** – to pay rent;
- b) **Operations** – be responsible for operating the vending machines and to serve Coca Cola products only;
- c) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- d) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$1,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of

occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

- e) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- f) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- g) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- h) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- i) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- j) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in

writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- k) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;

- c) Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three

month's rent shall immediately become due and payable and the Tenant may re-enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

- g) Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term;
- l) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubycck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

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

8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

In Witness Whereas the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in)
the presence of)

New Liskeard Lions Midget Hockey Club

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Maintenance of Boundary Roads

Report No.: CS-022-2015

Agenda Date: June 2, 2015

Attachments

Appendix 01: Draft Agreement with Harley – Uno Park Boundary Road

Appendix 02: Draft Agreement with Harris – Sales Barn Boundary Road

Appendix 03: Draft Agreement with Hudson – Pipeline Boundary Road

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2015; and
2. That Council directs staff to prepare the necessary by-law to enter into agreements with the Township of Harley, Township of Harris and Township of Hudson for the provision of road services and repairs of boundary roads for consideration at the June 2, 2015 Regular meeting of Council.

Background

The City of Temiskaming Shores has three road sections which are boundary roads between neighbouring municipalities, all within the former Township of Dymond. The former Township adopted by-laws in 2000 for these road sections for the provision of road services and repairs. The subject by-laws and road sections are as follows:

Dym By-law No.	Township	Roadway Section
1349	Hudson	Pipeline Road
1350	Harley	Uno Park Road
1359	Harris	Sales Barn Road

These three agreements are identical in nature and outlined which party is responsible for which portions of the roadway to maintain. **Article 12 – Other Considerations** within each of the by-laws reads as follows:

The undersigned parties hereby agree to abide by the above conditions until notice to withdraw from this agreement is appropriately given by one party to the other, with no less than one years' notice, but not more than ten years from the date of signing this agreement.

As stated earlier these agreement where executed in 2000, being 15 years ago. Article 12 above could be interpreted to conclude that these agreements have expired.

Analysis

Staff have written replacement By-laws; Appendices 1 to 3 for these boundary road sections that also repeal the former by-laws for the provision of repair and maintenance.

Article 6 – Withdrawal of Services has been modified from what was in the previous by-laws (Article 12 – Other Considerations) and reads as follows:

The parties hereby agree to abide by the conditions contained herein until written notice to withdraw from this agreement is appropriately given by one party to the other.

Any such notice of withdrawal shall not take effect for one calendar year based on the date of notice.

The three draft agreements were sent to the respective Townships; each Township has confirmed that they are in agreement with the adoption of new agreements.

Therefore it is recommended that Council enter into agreement with Hudson, Harley and Harris for the provision of road services and repairs of shared boundary roads.

Financial / Staffing Implications

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

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

There are no financial implications with the adoption of these replacement by-laws beyond current financial obligations related to their maintenance programs.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

David B. Treen, CET
Municipal Clerk

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to enter into an agreement between the Corporation of the Township of Harley and the Corporation of the City of Temiskaming Shores for the provision of road services and repairs of boundary roads – Uno Park Road

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

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

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

And whereas under Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

And whereas under Section 27 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway;

And whereas Council for the City of Temiskaming Shores considered Administrative Report PW-000-2015 at the July 00, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with the Township of Harley for the maintenance of a boundary line known as Uno Park Road;

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

1. That the Township of Harley and the City of Temiskaming Shores hereby enter into an agreement for the maintenance of a shared boundary road locally known as **Uno Park Road**, a copy of which attached hereto as Schedule "A" and forming a part of this by-law.
2. That the Mayor and Clerk be hereby authorized to sign the agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. That such agreement shall be in effect until reasonable notice of intent to amend or terminate the subject agreement is given by either party.
4. That By-law No. 1350 of the former Township of Dymond is hereby repealed.
5. That this by-law shall come into force and take effect on the date of passage hereof and remain in force and effect until repealed.
6. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 00 day of July, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-000

Uno Park Road
Maintenance Agreement with
Harley Township

This agreement made in duplicate this 00 day of June, 2015;

Between:

The Corporation of the City of Temiskaming Shores

Party of the first part

("Temiskaming Shores")

And:

Township of Harley

Party of the second part

("Harley")

Witness that it is hereby agreed by the two above parties to distribute the responsibilities for road services on boundary road **Uno Park Road** in accordance to the provisions contained herein.

1. Road Services

Road Services shall include the following general activities:

- a) entrance regulations;
- b) overloading enforcement;
- c) routine patrols;
- d) maintaining an acceptable road surface condition including resurfacing;
- e) providing reasonable preventative maintenance to maximize the preservation of the existing standard;
- f) providing other road service operations such as plowing, sanding, mowing, brushing, ditching, grading, dust suppression, culvert thawing, scarifying and replacing driveway culverts and road crossing culverts smaller than 1 metre, to reasonable standards agreed to by both parties.

2. Capital Improvements

This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing and structures. Where such improvements are proposed by the responsible municipality, the following shall be considered:

- a) approval of scope and nature of the project by the other party;
- b) support of 50% of costs by the other party;
- c) lead management of the project to be taken by the responsible party.

3. Exchange of Billing

This agreement does not recognize the need for exchange of billing or correcting any imbalance in such reasonable costs incurred under article 1 above from year to year, except for circumstances outlined in article 2 above.

4. Road Sections of Responsibility

Those sections of Uno Park Road subject to the responsibility of the parties are as shown on Appendix 01, attached hereto and forming part of this agreement.

5. Maintenance Liability

The other party shall not, without prior approval from the responsible party, enter on the subject roadway to perform road services, or exercise municipal jurisdiction over road related matters.

The liability for the maintenance and condition of the subject roadway shall remain with the responsible party.

6. Withdrawal of Services

The parties hereby agree to abide by the conditions contained herein until written notice to withdraw from this agreement is appropriately given by one party to the other.

Any such notice of withdrawal shall not take effect for one calendar year based on the date of notice.

7. Execution of Agreement

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Corporation of the Township of Harley

Reeve – Pauline Archambault

Clerk-Treasurer – Michel Lachapelle

Municipal Seal)

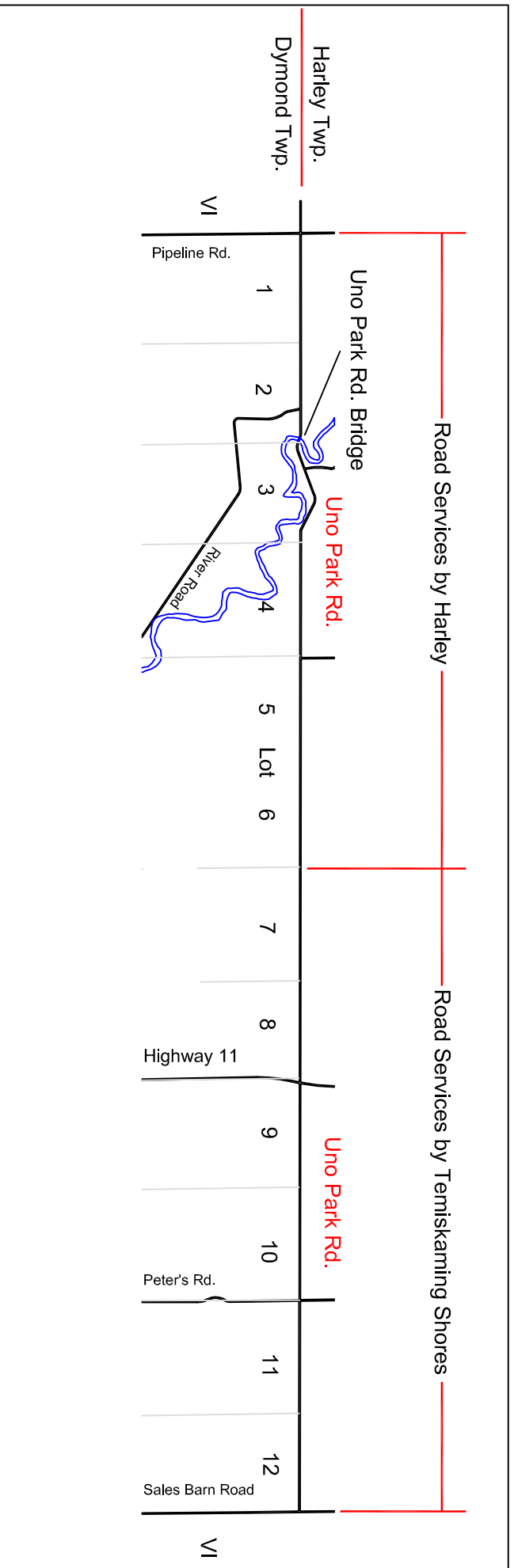
**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores
Uno Park Road Maintenance

Appendix 01 to Schedule "A" to
By-law No. 2015-000



The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to enter into an agreement between the Corporation of the Township of Harris and the Corporation of the City of Temiskaming Shores for the provision of road services and repairs of boundary roads – Sales Barn Road

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

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

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

And whereas under Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

And whereas under Section 27 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway;

And whereas Council for the City of Temiskaming Shores considered Administrative Report PW-000-2015 at the July 00, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with the Township of Harris for the maintenance of boundary line known as Sales Barn Road;

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

1. That the Township of Harris and the City of Temiskaming Shores hereby enter into an agreement for the maintenance of a shared boundary road locally known as Sales Barn Road, a copy of which attached hereto as Schedule "A" and forming a part of this by-law.
2. That the Mayor and Clerk be hereby authorized to sign the agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. That such agreement shall be in effect until reasonable notice of intent to amend or terminate the subject agreement is given by either party.
4. That By-law No. 1359 of the former Township of Dymond is hereby repealed.
5. That this by-law shall come into force and take effect on the date of passage hereof and remain in force and effect until repealed.
6. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 00 day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-000

Sales Barn Road
Maintenance Agreement with
Harris Township

This agreement made in duplicate this 00 day of June, 2015;

Between:

The Corporation of the City of Temiskaming Shores

Party of the first part

("Temiskaming Shores")

And:

Township of Harris

Party of the second part

("Harris")

Witness that it is hereby agreed by the two above parties to distribute the responsibilities for road services on boundary road Sales Barn Road in accordance to the provisions contained herein.

1. Road Services

Road Services shall include the following general activities:

- a) entrance regulations;
- b) overloading enforcement;
- c) routine patrols;
- d) maintaining an acceptable road surface condition including resurfacing;
- e) providing reasonable preventative maintenance to maximize the preservation of the existing standard;
- f) providing other road service operations such as plowing, sanding, mowing, brushing, ditching, grading, dust suppression, culvert thawing, scarifying and replacing driveway culverts and road crossing culverts smaller than 1 metre, to reasonable standards agreed to by both parties.

2. Capital Improvements

This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing and structures. Where such improvements are proposed by the responsible municipality, the following shall be considered:

- a) approval of scope and nature of the project by the other party;
- b) support of 50% of costs by the other party;
- c) lead management of the project to be taken by the responsible party.

3. Exchange of Billing

This agreement does not recognize the need for exchange of billing or correcting any imbalance in such reasonable costs incurred under article 1 above from year to year, except for circumstances outlined in article 2 above.

4. Road Sections of Responsibility

Those sections of Sales Barn Road subject to the responsibility of the parties are as shown on Appendix 01, attached hereto and forming part of this agreement.

5. Maintenance Liability

The other party shall not, without prior approval from the responsible party, enter on the subject roadway to perform road services, or exercise municipal jurisdiction over road related matters.

The liability for the maintenance and condition of the subject roadway shall remain with the responsible party.

6. Withdrawal of Services

The parties hereby agree to abide by the conditions contained herein until written notice to withdraw from this agreement is appropriately given by one party to the other.

Any such notice of withdrawal shall not take effect for one calendar year based on the date of notice.

7. Execution of Agreement

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Corporation of the Township of Harris

Reeve – Chantal Despres

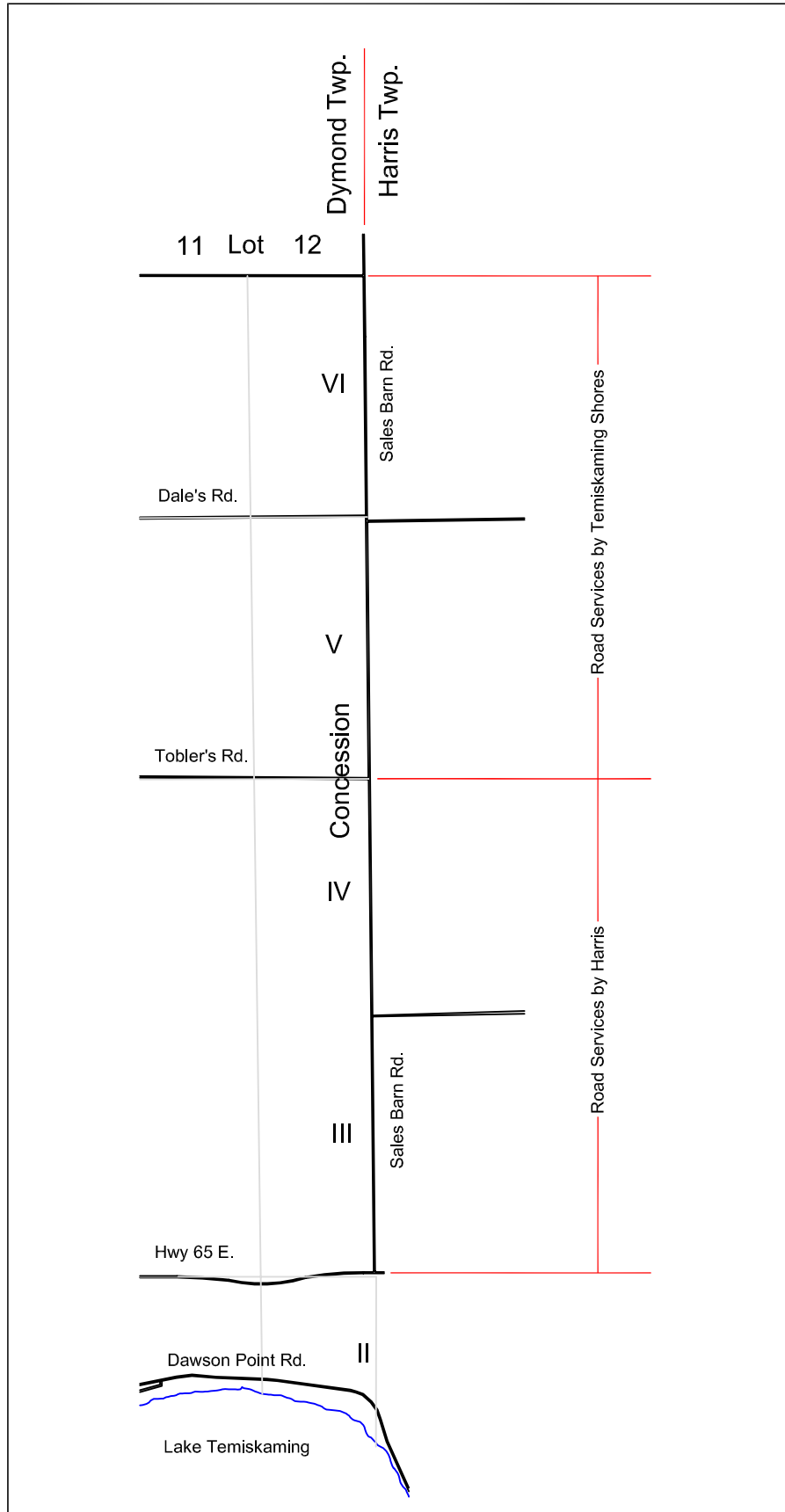
Clerk-Treasurer – Anita Herd

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to enter into an agreement between the Corporation of the Township of Hudson and the Corporation of the City of Temiskaming Shores for the provision of road services and repairs of boundary roads – Pipeline Road

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

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

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

And whereas under Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

And whereas under Section 27 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway;

And whereas Council for the City of Temiskaming Shores considered Administrative Report PW-000-2015 at the July 00, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with the Township of Hudson for the maintenance of boundary line known as Pipeline Road;

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

1. That the Township of Hudson and the City of Temiskaming Shores hereby enter into an agreement for the maintenance of a shared boundary road locally known as **Pipeline Road**, a copy of which attached hereto as Schedule "A" and forming a part of this by-law.
2. That the Mayor and Clerk be hereby authorized to sign the agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. That such agreement shall be in effect until reasonable notice of intent to amend or terminate the subject agreement is given by either party.
4. That By-law No. 1349 of the former Township of Dymond is hereby repealed.
5. That this by-law shall come into force and take effect on the date of passage hereof and remain in force and effect until repealed.
6. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 00 day of July, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-000

Pipeline Road
Maintenance Agreement with
Hudson Township

This agreement made in duplicate this 00 day of June, 2015;

Between:

The Corporation of the City of Temiskaming Shores

Party of the first part

("Temiskaming Shores")

And:

Township of Hudson

Party of the second part

("Hudson")

Witness that it is hereby agreed by the two above parties to distribute the responsibilities for road services on boundary road **Pipeline Road** in accordance to the provisions contained herein.

1. Road Services

Road Services shall include the following general activities:

- a) entrance regulations;
- b) overloading enforcement;
- c) routine patrols;
- d) maintaining an acceptable road surface condition including resurfacing;
- e) providing reasonable preventative maintenance to maximize the preservation of the existing standard;
- f) providing other road service operations such as plowing, sanding, mowing, brushing, ditching, grading, dust suppression, culvert thawing, scarifying and replacing driveway culverts and road crossing culverts smaller than 1 metre, to reasonable standards agreed to by both parties.

2. Capital Improvements

This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing and structures. Where such improvements are proposed by the responsible municipality, the following shall be considered:

- a) approval of scope and nature of the project by the other party;
- b) support of 50% of costs by the other party;
- c) lead management of the project to be taken by the responsible party.

3. Exchange of Billing

This agreement does not recognize the need for exchange of billing or correcting any imbalance in such reasonable costs incurred under article 1 above from year to year, except for circumstances outlined in article 2 above.

4. Road Sections of Responsibility

Those sections of Pipeline Road subject to the responsibility of the parties are as shown on Appendix 01, attached hereto and forming part of this agreement.

5. Maintenance Liability

The other party shall not, without prior approval from the responsible party, enter on the subject roadway to perform road services, or exercise municipal jurisdiction over road related matters.

The liability for the maintenance and condition of the subject roadway shall remain with the responsible party.

6. Withdrawal of Services

The parties hereby agree to abide by the conditions contained herein until written notice to withdraw from this agreement is appropriately given by one party to the other.

Any such notice of withdrawal shall not take effect for one calendar year based on the date of notice.

7. Execution of Agreement

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Corporation of the Township of Hudson

Reeve – Larry Craig

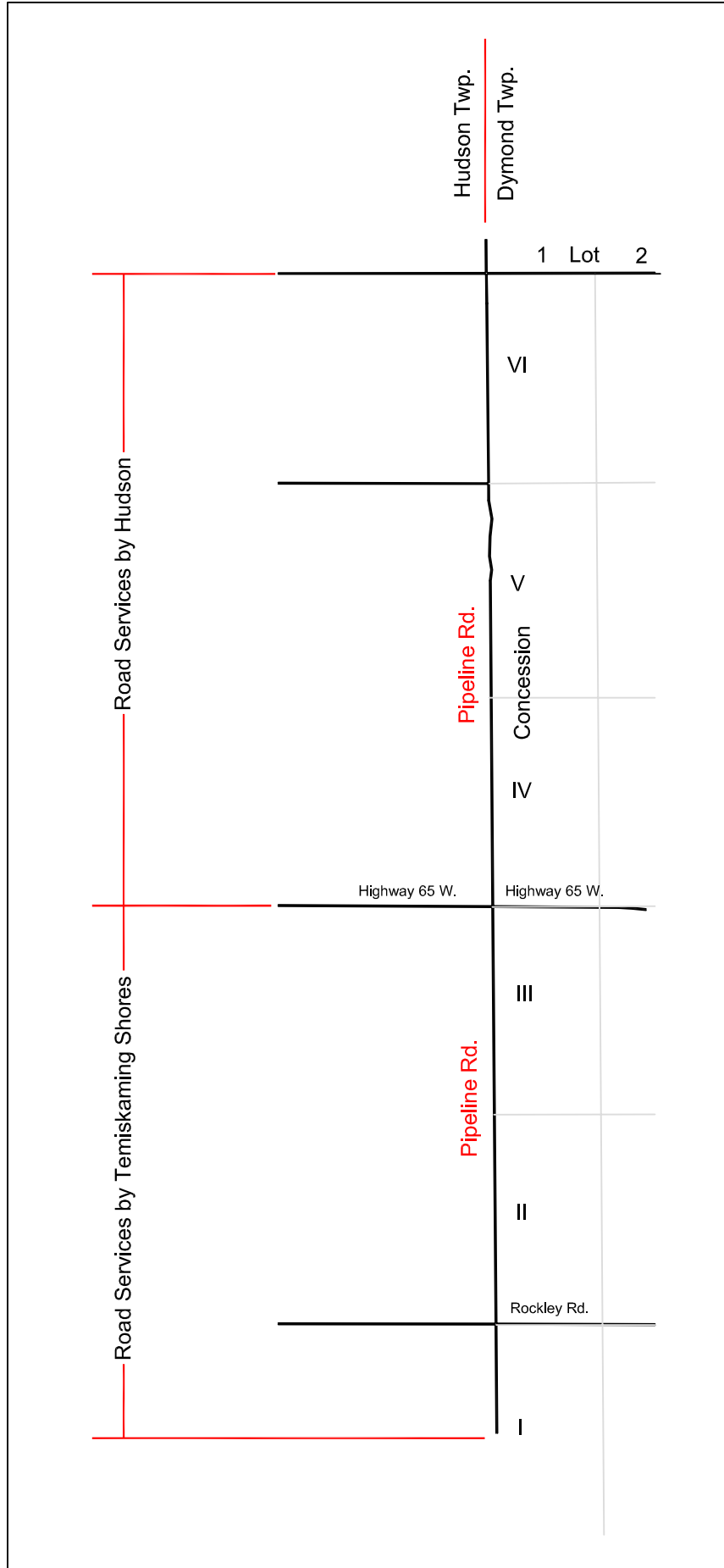
Clerk-Treasurer – Michel Lachapelle

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Subject: Change Order – NL / Dymond Water Linking
Project & Gray Road Lift Station Project

Report No.: PW-024-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01 – Change Orders – Linking and Gray Road Projects

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-024-2015;
2. That Council approves the Contract Change Order to By-law No. 2014-080, being an agreement with Exp Services to provide engineering services for linking the New Liskeard Water System, in the amount of **\$86,430.00** plus applicable taxes; and
3. That Council approves the Contract Change Order to By-law No. 2011-078, being an agreement with Exp Services for the design of the Gray Road Sanitary Lift Station upgrade project, in the amount of **\$49,430.00** plus applicable taxes.

Background

In 2011, Council entered into an agreement with Exp Services Inc. through By-law No. 2011-078 for engineering services relating to the design of a new pumping station located at Gray Road.

In 2014 the City entered into an agreement with Exp Services Inc. through By-law No. 2014-080 for engineering services relating to the linking of the New Liskeard and Dymond water distribution systems.

Funding applications were submitted to the Ontario Community Infrastructure Fund (OCIF) for the Water Linking Project as well as to the Building Canada Fund – Small Communities Fund (BCF-SCF) for the Gray Road Project. To date the City has been successful in receiving funding through OCIF, however, we are still awaiting to hear back on our BCF-SCF application.

Analysis

Progress meetings were held throughout the design portion of both projects. Changes to the scope of work on both projects have been deemed necessary resulting in the requirements for additional engineering services and changes in the original scope of work.

The Gray Road Pumping Station Project consisted of additional engineering which includes the replacement of a sewer main along Highway 65 East (commercial strip),

modifications to the forcemains entering the New Liskeard Lagoon and geotechnical investigation for the location of the pumping station. The additional engineering services result in a change order in the amount of **\$ 49,430.00** to the original agreement.

The additional engineering for the New Liskeard / Dymond Water Linking Project consisted of upgrading the McCamus Water Treatment Plant and Shepherdson Road Reservoir resulting in a change order in the amount of **\$ 86,430.00** to the original agreement.

Appendix 01 outlines the change orders for both projects.

Financial / Staffing Implications

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

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

As noted above, the City was successful in receiving funding through The Ontario Community Infrastructure Fund (OCIF) for the New Liskeard / Dymond Water Linking Project. This project was approved by Council through the 2015 Capital Budget process. Sufficient funds should be available through the funding program for the additional engineering required at the McCamus Water Treatment Plant and Shepherdson Road Reservoir.

Although we are still awaiting announcement on funding through Building Canada Fund – Small Communities Fund (BCF-SCF) for the Gray Road Project, this project was also approved through the 2015 Capital Budget process and the engineering is required in order to undertake the construction phase.

Staff is preparing a detailed financial analysis of the Gray Road Project for both the engineering and construction phases.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



May 20th, 2015.

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

Attention: Steve Burnett, Environmental Compliance Officer

Dear Sir:

Re: New Liskeard Reservoir Upgrade & Gray Road Lift Station

The following is a breakdown of our fees for the additional works for the Gray Road and Dymond New Liskeard Water Linking Project:

A. Extra Work for Sanitary Sewer Extending from the Intersection of Gray & Armstrong to McDonald's along Highway 65 East:

Description: This work involves replacing the sanitary sewer that runs from the intersection of Gray Road and Armstrong Street to approximately the location of McDonalds along the west side of Armstrong/65 East. Exp must coordinate with the Ministry of Transportation, Northern Telephone and Union Gas as a result of work.

Fees:

➤ Sizing of sanitary sewer & setting vertical profile	\$ 3,875.00
➤ Drafting	\$ 7,680.00
➤ Coordination with NorthernTel	\$ 5,500.00
➤ Application for Encroachment Permit	\$ 4,000.00
➤ Coordination with Hydro One	\$ 3,500.00
➤ Coordination with Union Gas	\$ 3,500.00
➤ Topographic Surveying	\$ 4,160.00

Subtotal: **\$32,215.00**

B. Hog Wash System Addition to the Proposed Gray Road Wet Well.

Description: This system is designed to receive sewage from independent sewage collection systems.

Fees: The City will incur no additional costs from exp as a result of this work.

C. Preparing Drawings for Modifications to the Force mains Entering the New Liskeard Lagoons (to reflect stated changes in ECA)

Description: This work involves making changes to the proposed forcemain outlet drawings to the Lagoons to reflect the update Lagoon ECA.

Fees:

➤ Drafting	\$ 3,840.00
➤ Design	\$ 2,000.00
Subtotal:	<u>\$ 5,840.00</u>

D. Geotechnical Investigation for New Gray Road Wet Well Location

Description: This work involves

➤ Geotechnical Engineering Fees	\$ 4,775.00
➤ Drilling Expenses	\$ 6,600.00
Subtotal:	<u>\$11,375.00</u>

E. Shepherdson Road Improvements

Description: Upgrades to the existing pump house on Shepherdson's Road

Fees: See attached Spreadsheet for reference. As previously discussed, the City will incur no costs from exp as a result of this work.

F. McCamus Water Treatment Plant Improvements

Description: The improvements to the McCamus water treatment plant includes Vertical Turbine Pump replacement; Gas Chlorination replacement and Iron filter replacement.

Pump Replacement Fees:

➤ Tracing existing drawings	\$ 2,880.00
➤ Drafting	\$ 2,880.00
➤ Engineering, Manufacturer Liaison, MOE Liaison	\$ 8,000.00
➤ Water Modeling,	
-Engineer-in-Training	\$ 2,400.00
-Senior Technologist	\$ 1,360.00
➤ Specification Preparation	
-Senior Technologist	\$ 1,300.00
➤ Electrical Design	\$ 4,000.00
➤ Contingency (10%)	\$ 2280.00
Subtotal:	<u>\$25,100.00</u>

Gas Chlorination System Fees:

➤ Geotechnical Investigation	\$ 9,547.00
➤ Foundation Engineering	\$ 1,160.00
➤ Foundation Drafting	\$ 1,920.00
➤ Building Structural Engineering	\$ 4,640.00
➤ Building Drafting	\$ 2,400.00
➤ Architectural Works & OBC Review	\$ 520.00
➤ System Design – Sizing, H & S Requirements	\$ 5,000.00
➤ Electrical Design	\$ 5,000.00
➤ Mechanical Design of Chlorine Gas System:	
-Engineer	\$ 4,000.00
-Engineer-in-Training	\$ 3,000.00
➤ Contingency (10%)	<u>\$ 3,718.00</u>

Subtotal: **\$40,905.00**

Iron Filtration Remediation Fees:

➤ Drafting	\$ 9,000.00
➤ System Sizing/Liaison with Manufacturer	\$ 5,000.00
➤ Electrical Design	\$ 9,000.00
➤ Mechanical Design of Iron Filtration System:	
Engineer	\$ 7,100.00
Engineer-in-Training	\$ 8,500.00
➤ Contingency (10%)	<u>\$ 3,860.00</u>

Subtotal: **\$42,460.00**

Allowance for Drinking Water License Amendments¹ \$20,000.00

Total Costs..... \$177,895.00

At your request exp has split the extras between the Water Linking Project and the Gray Road Pumping Station Project. Below is the breakdown.

Water Linking Project, Job Number NWL-01401014	\$86,005.00
Gray Road Pumping Station Project NWL-01001045	\$49,430.00

Please note that the Iron Filtration Remediation budget is not included in the final budget and is provided for reference only.



exp Services Inc.

*Company: City of Temiskaming Shores
Re: New Liskeard Reservoir Update
Proposal for Extra Work
Date: May 20th, 2015*

Please review this information, and contact me with any questions or concerns.

Respectfully Submitted,

exp Services Inc.



Nolan Dombroski, P.Eng.

1. Note – only actual costs will be invoiced for this item.

Subject: Change Order – Storm Water Management System – Dymond Industrial Park

Report No.: PW-025-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01 – Change Order Quotation – Pedersen Construction (2013) Inc.

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2015; and
2. That Council approves the Contract Change Order to By-law No. 2014-201, being an agreement with Pedersen Construction (2013) Inc. for Construction of the Storm Water Management System in the Dymond Industrial Park, in the amount of **\$48,800.00** plus applicable taxes.

Background

Council approved entering into an agreement with Pedersen Construction (2013) Inc. for the construction of a Storm Water Management System in the Dymond Industrial Park on November 4, 2014.

The majority of the work was completed through the months of December 2014 and January 2015 leaving restoration work to be completed in the Spring of 2015.

Analysis

The newly installed Storm Water Management System worked well during spring thaw/runoff, however, some washouts and erosion around ditch inlets did occur. Staff met on site with Exp Services Inc. and Pedersen Construction (2013) Inc. to develop a solution. The solution includes adjustments to some ditch inlets as well as the placement of rip-rap resulting in a Contract Change order in the amount of **\$48,800.00** plus applicable taxes.

Appendix 01 outlines the detailed quotation from Pedersen Construction (2013) Inc. for the completion of the necessary Change Order.

Financial / Staffing Implications

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

The original contract price for the project was \$425,819. Two previous change orders were approved (Resolution No. 2015-211) which increased the contract value to \$462,242.

This change order will increase the overall contract value by an additional \$48,800 for a total of \$511,042.

Funding in the amount of 24.6% is available through our FedNor Grant. The remaining money to fund the change order will be funded through the overall Dymond Industrial Park Project budget.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



(705) 647-6223
Fax (705) 647-8851

Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

May 5, 2015

Exp Services Inc.
P.O. Box 1208
New Liskeard, Ontario P0J 1P0

Attention: Mr. Daren Ridley, C.E.T tel (705)647-4311
Fax (705)647-3111

Dear Sir,

Quotation: City of Temiskaming Shores
Dymond Business Park Extra Storm Sewer, Storm CB/MH ZA,
Storm Manhole Adjustments and Rip Rap

I hereby quote the following extra work.

- 1) Mobilize equipment and set up the traffic control signage
- 2) Break into the existing Storm Catchbasin MH2 and connect proposed 750mm diameter H.D.P.E. 320 kPa storm sewer
- 3) Supply and install 21.5 lineal meters of 750mm diameter H.D.P.E storm sewer complete with stone chip bedding and cover material
- 4) Supply and install a new OPSD 706.010, 600 x 1200 Ditch Inlet complete with 1500mm manhole and flat cap and 3:1 sloped DI Grate
- 5) Supply and install Terrafix 360 geotextile and 300mm thick rip rap in ditch for 10 meters on each side of new STM CB/MH 2A. Reconstruct South West corner of Hawn - Brazeau roadway as per typical section on Dwg.06-919.
- 6) Raise the existing CB/MH No.1 approximately 0.3 meters complete with 600 x 1200 precast concrete riser section.
- 7) Raise the existing CB/MH No.2 approximately 0.9 meters complete with 600 x 1200 precast concrete riser section.
- 8) Remove the existing 700mm diameter culvert at STA 10+353 with the reconstruction of Hawn Drive complete with 150mm of Granular 'A' and 750mm of Granular 'B', type 2.

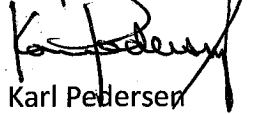
- 9) Supply and install Terrafix 360 geotextile and 300mm of rip rap in ditch for 10 meters of each side of existing STM CB/ MH4 as per detail on Drawing 06-919 (page 2) at North West corner of Brazeau Blvd. And Dawn Drive.
- 10) Supply and install Terrafix 360 geotextile and 300mm thick rip rap in ditch for 10 meters South of STM CB/ MH4, between STM CB/ MH4 and STM CB/MH5 and for 10 meters East of STM CB/MH6, approximately 40 meters of ditch rip rap in total, at the South West corner of Hawn Drive, North of Brazeau Blvd.
- 11) Supply and install two OPSD 219.211 rock check dams, one on each side of STM CB/MH6
- 12) Demobilize equipment

Lump Sum: \$48,800.00

Notes:

1. HST Extra.

Yours truly,



Karl Pedersen
President

Subject: Equipment Purchase – Water
Service Vehicle

Report No.: PW-026-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01: Quotation from Bill Mathews Motors

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2015;
2. That Council hereby approves the acquisition of a Water Service Vehicle from Bill Mathews Motors, as detailed in Request for Proposal PW-RFP-002-2015, at a cost of \$58,762.00 plus applicable taxes; and
3. That Council directs Staff to prepare the necessary by-law and agreement for the said purchase for consideration at the June 2, 2015, Regular meeting of Council.

Background

In conjunction with the Asset Management and Fleet Replacement Plan, staff deemed it necessary to replace some of the aging equipment. During the annual inspection of the fleet, the Water Services Van was recommended for replacement. Prior to amalgamation in 2004 this vehicle was used by the New Liskeard Police Services for prisoner transfer purposes.

Council considered and approved the replacement of identified equipment within the Environmental Services Dept. as part of the 2015 Budget process. Once replaced the existing van will be deemed as surplus and removed from our fleet.

Request for Proposal PW-RFP-002-2015 was distributed to known suppliers and advertised in the City's Bulletin and on the web site.

Analysis

Based on the requirements included within the Request for Proposal, there were **no submissions** received prior to the closing date of May 21, 2015 at 2:00 p.m.

As a result of not receiving any proposals, staff investigated other options and determined that a "stock" service body, that would fit the needs of the department, could be obtained in Southern Ontario. The manufacturer's design is intended (specifically designed) to fit on a Ford E350 cab and chassis. With the permission of the City Manager, staff began negotiations with Bill Mathews Motors for the acquisition of an E350 cab and chassis.

Mathews provided a proposal that incorporated the cab, chassis and service body and it was reviewed and evaluated in accordance to the requirements of the original RFP and the deliverables to be provided by the successful service provider. The proposal differed in that the length of the body was slightly shorter than originally specified.

The quotation received, being **Appendix 01**, is well within the budgeted amount for the replacement of the vehicle.

Vendor	Field Response Van	HST	Total
Bill Mathews Motors	\$58,762.00	\$7,639.06	\$66,401.06

Section 3.5 a) of Schedule “A” to By-law No. 2009-012 being the Purchasing Policy for the City of Temiskaming Shores states in part that any Contract where a Bid Solicitation has been restricted to a single source of supply and the Total Acquisition Cost of such good, service or construction exceeds \$20,000 is subject to Council approval

It is recommended that Council approve the acquisition from Bill Mathews Motors being a single source of supply in accordance to Section 3.5 a) in By-law No. 2009-012 and direct staff to prepare the necessary agreement, being **Appendix 02**, for the said purchase.

Financial / Staffing Implications

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

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

A total of \$100,000 was included in the Environmental Services Budget in 2015 for Fleet replacement which included the water service vehicle and two light duty pick-up trucks.

Due to budgetary constraints, staff is recommending the purchase of one extended cab light duty truck for the Environmental Services Division vs. two light duty pick-up trucks (see Administrative Report PW-027-2015).

Vehicle	Price	Non-Refundable HST	Total
Water Service Vehicle	\$58,762	\$1,034	\$59,796
Extended Cab Truck	\$ 29,677	\$522	\$30,199
TOTAL			\$89,995

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical
Assets

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Dave Treen

From: Mitch Lafreniere
Sent: May-28-15 4:58 PM
To: Dave Treen; Doug Walsh
Subject: Fwd: E350
Attachments: IMG.pdf; ATT00001.htm

This will go with the service box from DEL. we can review in the morning
Mitch

Sent from my iPhone

Begin forwarded message:

From: "Hugh Woods" <hwoods@ntl.sympatico.ca>
To: "Mitch Lafreniere" <mlafreniere@temiskamingshores.ca>
Cc: "Rod Mathews" <rmathews@ntl.sympatico.ca>
Subject: E350

May 28, 2015

City Of Temiskaming Shores
325 Farr Drive
HAILEYBURY, Ontario
P0J 1K0

Attention: Mitch Lafreniere

Re: Service Vehicle

Dear Sir;

Further to our conversations attached please find a specification sheet for the 2016 Ford E 350 cab & chassis and a quote from DEL Equipment on the body. The quote from DEL Equipment is the same specifications they forwarded to the city Q#2015/7184/01.

The purchase price would be \$ 58,762.00 plus HST and licence. This price includes delivery to New Liskeard, Ontario.

Please contact me at your convenience should require any additional information.

Yours truly

Rod Mathews
Sales/Leasing Manager
BILL MATHEWS MOTORS

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

Being a by-law to enter into an agreement with Bill Mathews Motors Inc. for the Supply and Delivery of a Water Services Field Response Vehicle Trucks to the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-026-2015 at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Bill Mathews Motors Inc. for the Supply and Delivery of a Water Services Vehicle for consideration at the June 2, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Bill Mathews Motors Inc. for the Supply and Delivery of a Water Services Vehicle to the City of Temiskaming Shores, in the amount of \$58,762.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Bill Mathews Motors Inc.

for the Supply and Delivery of a Water Services Field
Response Vehicle

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Bill Mathews Motors Inc.
(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of a Water Services Field Response Vehicle
Tender No. PWO-RFP 002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
c) Complete, as certified by the Director, all the work by **September 30th, 2015.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Fifty-Eight Thousand Seven Hundred and Sixty-Two Dollars and Zero Cents (\$58,762.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Supplier:

Bill Mathews Motors Inc.
260 Armstrong Street
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

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

Signed and Sealed in)
the presence of)

Supplier Seal)
(if applicable))

Municipal Seal)

Bill Mathews Motors Inc.

Sales/Leasing Manager – Rod Mathews

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Ford Motor Company of Canada, Limited

DEALER/CONCESSIONAIRE

VEHICLE IDENT NO./NO D'IDENT

Ford du Canada Limitée

THE CANADIAN ROAD
OAKVILLE, ONTARIO L6J5E4

B10 887

1FDWE3FL

E35X COMMERCIAL CUTAWAY VAN
SPECIAL DEALER ACCOUNT ADJUSTM
TOTAL BASE VEHICLE
138 INCH WHEELBASE
2016 MODEL YEAR
FEDERAL EXCISE TAX
YZ OXFORD WHITE
CE MEDIUM FLINT CLOTH
PREFERRED EQUIPMENT PKG.780A
.STANDARD TRIM
41H .ENGINE BLOCK HEATER
587 .ELEC AM/FM STEREO W/CLOCK
593 .LIGHT/CONVENIENCE GROUP
596 .AIR BAG/PASSENGER-SECOND GENE
.CONVENTIONAL INSTR. CLUSTER
642 .16" STEEL WHEEL - SRW
942 .DAYTIME RUNNING LIGHTS
.AUXILIARY FUEL PORT
99L .5.4L EFI V8 ENGINE
44T .ELEC 5-SPD AOD W/TOW-HAUL
T38 LT245/75R-16B BSW ALL-SEASON
XE6 4.10 LIMITED SLIP AXLE XE6
516 SPARE TIRE/WHEEL NOT INCLUDED
18A EXTERIOR UPGRADE PACKAGE
.CHROME BUMPERS
162 VINYL FLOOR COVERING, FRONT
20X 10050# GVWR PACKAGE
211 BUCKET SEATS, DUAL
425 50 STATE EMISSIONS
54D MIRRORS,TRLR TOW RH & LH MAN
614 16" SPORT WHEEL COVER
657 FUEL TANK 40 GALLON CAPACITY
693 PARTIAL GAS FILL
C CLOTH BUCKET SEATS
91E SECURILOCK PASSIVE ANTI-THEFT

NOT FOR AMBULANCE USE. USING
* THIS VEHICLE TO PRODUCE *
* AN AMBULANCE VOIDS *
* FORD WARRANTY *

TOTAL OPTIONS/OTHER

**THIS VEH. NOT INTENDED FOR *
* SALE OR REGISTRATION IN US**
* RETAIL PRICES EXCLUDE *
* GST/HST *

TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

TOTAL FOR VEHICLE

**2016 FORD 138 WB CUTAWAY CHASSIS
5.4 GAS ENGINE
FOR INFORMATION ONLY.**

FORD MOTOR ACCOUNT NO USE ONLY RESERVE AU SERVICE DE LA COMPTABILITE DE FORD CANADA		TOTAL FOR VEHICLE AND DEALER CHARGES TOTAL POUR LE VEHICULE ET LES FRAIS DU CONCESSIONAIRE	
* SUB TOTAL SOMME PARTIELLE	SOLD TO/ENDU A		
FURTHER TERMS (ON REVERSE SIDE AUTRES CONDITIONS AU VERSO)		TO: L.C. DEFERMENT PROV	
SHIP TO (IF OTHER THAN ABOVE)/ EXPÉDIER A (SI AUTRE QUE CI-DESSUS)		DATE INV PREPARED	REF NO/NO REF
SHIP THROUGH / EXPÉDIER VIA		TRIM	TRANSIT
VEHICLE IDENT NO / NO D'IDENT 1FDWE3FL	ASSEMBLY POINT/USINE DE MONTAGE OHIO	FINANCE COMPANY AND / OR BANK / COMPAGNE DE FINANCEMENT ET / OU BANQUE RECREATION VEHICLE RVC	

DEALER'S COPY
COPIE DU CONCESSIONAIRE



Del Equipment Division of Diesel Equipment
 139 Laird Dr. Toronto, ON M4G 3V6
 TEL: (416)421-5851 FAX: (416) 421-7663

QUOTATION

2015/7184/02

Quotation good for 30 days only. All taxes extra. Net 30 days O.A.C

To: Rod Mathews
 Bill Mathews Motors
 Hwy #11 North
 New Liskeard, ON P0J 1P0
 1-705-647-7093

May 21, 2015



RE: Temiskaming Shores

- To supply and install – on Ford E350/E450 SRW 138"wb cutaway chassis

UCAC7912-CWSC Unicell Cab Width "AEROCELL" "Service!! II" van for cutaway chassis. One-piece moulded fibreglass construction with integral wind deflector complete with storage. Full length lower skirts even with bottom of cab. Galvanised hat section steel side posts bonded to .135" thick body shell.

Two 24" LED interior strip lights w/ 50 minute timer

1-3/8" spruce plank floor – painted grey

- 2" polyurethane spray foam insulation in walls (except in compartment areas), ceiling, and under floor with underpan
- 3/8" plywood lining on walls & ceiling
- Insulation and 1/4" plywood lining in uniflow area
- Solid bulkhead, no access from cab to cargo area

Compartments / shelving / access doors system:

5/8" FRP compartments - 3 each side, inside access to horizontal side compartment only

- Sliding interior access doors each side on 64"W x 28"H compartments

Standard side compartment configuration – Both sides

26"W x 47"H single panel door w/ paddle latch

64"W x 28"H double panel access doors w/ paddle latch

26"W x 47"H double panel access doors w/ paddle latch

Compartment inside shelving & bins

Work Bench each side: 120"L x 24"D x 42"H

90 degree spring loaded door check for all side access doors. Drip rail above doors - Full length and full depth.

48"W x 71"H Double panel narrow panel rear barn doors. Heavy duty paddle locking handle, aluminum hinges.

Galvanized grip-strut safety rear step bumper

Signal and reverse lights in door pillars. Body clearance lights and reflectors.

All body wiring in plastic conduit installed inside body.

- Roof mounted aluminum ladder rack and access ladder
- Pomar TC5300 Heater (35,000 BTU), mounted in body

Body under coated with Tectyl 185 undercoating material

Colour: White, #53 series highly weather resistant gelcoat moulded into body surface

Options (Please check options required)

Electrical lock system with key fob

N.B. Additional charges will apply for fuel (vehicle must have sufficient fuel for delivery to customer) and delivery charges (If destination is outside of the GTA) and will be added to the invoice

N.B. Includes cost of basic installation onto a new chassis with no obstructions. Modifications, repairs and/or additional parts to complete the installation will be quoted separately and charged as extra

Deb MacTaggart, Inside Sales

Chassis Make:	Model:	WB:	CA:	Drop Ship:	Pool:
---------------	--------	-----	-----	------------	-------

Review this quotation carefully. In the event of an order please sign and return by fax to this office. (416) 421-7663

Signed: _____

For: _____

P.O. Number: _____

Date: _____

DEL Order Completion Date (based on chassis ETA) _____ For DEL Equipment: _____

Completed unit will be available for pick up on the first business day after the DEL order completion date.

Subject: Equipment Purchase – Light Duty
 Pick-up Trucks

Report No.: PW-027-2015
Agenda Date: June 2, 2015

Attachments

- Appendix 01:** RFQ Results
- Appendix 02:** Wilson Quotation
- Appendix 03:** Mathew Quotation
- Appendix 04:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-027-2015;
2. That Council approves the purchase of two new light duty trucks (one crew cab and one extended cab), as detailed in Request for Tender PW-RFP-003-2015 (as amended), to Wilson Chevrolet Buick GMC at a cost of \$59,779.00 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the June 2, 2015 Regular Council meeting.

Background

In conjunction with the Asset Management and Fleet Replacement Plan, staff deemed it necessary to replace some of the aging light duty trucks. During the annual inspection of the light duty fleet, two of the vehicles showed signs of structural fatigue and were considered as unsafe to drive. Council considered and approved the replacement of two light duty vehicles as part of the 2015 budget process.

Request for Proposal PW-RFP-003-2015 was distributed to known suppliers and advertised in the City’s Bulletin and on the web site.

Analysis

Two (2) submissions were received in response to the Request for Proposals prior to the closing date of May 21st, 2015 at 2:00 p.m. The original RFP was for the supply and delivery of one standard cab and one crew cab, ½ ton pick-up trucks.

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. **Appendix 01 – RFP Results** summarizes the results of the responses received and are summarized as follows:

Vendor	Standard Cab	Crew Cab	Total
Bill Mathews Motors	\$32,423.00	\$35,512.00	\$67,935.00
Wilson Chevrolet Buick GMC	\$29,677.00	\$30,102.00	\$ 59,779.00

Note: Crew Cab means four (4) full-sized doors; Double Cab (Chev) and Super Cab (Ford) are what are known as extended cabs; however each supplier has their own brand name (i.e. Double & Super).

Following discussions with staff, each supplier was requested to provide a quotation for the purchase of an extended cab light duty truck as opposed to the standard cab for ease of storage of plans, files and equipment.

Appendix 02 – Wilson Quotation – outlines the supply of a “Double Cab” truck for \$29,677.00 which is the same cost as the standard cab.

Appendix 03 – Mathews Quotation – outlines the supply of a “Super Cab” truck for \$31,778.00.

Since Wilson Chevrolet is offering the double cab unit at no additional cost it is recommended that one Double Cab truck, instead of a standard and one Crew Cab truck be purchased from Wilson’s.

These replacement vehicles will be assigned within the Recreation and Public Works Departments (Environmental Services Division), other vehicles will be reassigned and the two trucks that have been removed from service will be deemed as surplus and disposed of in accordance with the Purchasing Policy.

Financial / Staffing Implications

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

A total of \$35,000 was budgeted in General Capital for fleet replacement and \$100,000 in the Environmental Capital for fleet replacement. The extended cab truck is being purchased through the Environmental Services budget (see Admin Report PW-026-2015). The cost of the crew cab truck is \$30,632 (including non-refundable HST).

Alternatives

No alternatives were considered.

Submission

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
_____ Mitch Lafreniere Manager of Physical Assets	_____ G. Douglas Walsh, CET Director of Public Works	_____ Christopher W. Oslund City Manager

Document Title: **PW-RFP-003-2015**

Opening Date: **May 21, 2015**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of new light Duty Trucks**

Inquiry Contact: **Mitch Lafreniere, Manager of Physical Assets**

Form of Proposal

Bidder: **BILL MATTHEWS MOTORS**

Vehicle 1 – Standard (excl. HST):	32,291.73.⁰⁰
Vehicle 1 – 4WD (excl. HST):	32,423.⁰⁰
Vehicle 2 – Crew Cab (excl. HST):	32,512.
Vehicle 2 – 4WD (excl. HST):	35,512.

Non-Collusion Conflict of Interest

Bidder:

Vehicle 1 – Standard (excl. HST):	
Vehicle 1 – 4WD (excl. HST):	
Vehicle 2 – Crew Cab (excl. HST):	
Vehicle 2 – 4WD (excl. HST):	

Non-Collusion Conflict of Interest

Bidder: **WILSON CHEV. BUICK GMC**

Vehicle 1 – Standard (excl. HST):	29,677.⁰⁰
Vehicle 1 – 4WD (excl. HST):	30,102.⁰⁰
Vehicle 2 – Crew Cab (excl. HST):	
Vehicle 2 – 4WD (excl. HST):	

Non-Collusion Conflict of Interest

Bidder:

Vehicle 1 – Standard (excl. HST):	
Vehicle 1 – 4WD (excl. HST):	
Vehicle 2 – Crew Cab (excl. HST):	
Vehicle 2 – 4WD (excl. HST):	

Non-Collusion Conflict of Interest

Bidder:

Vehicle 1 – Standard (excl. HST):	
Vehicle 1 – 4WD (excl. HST):	
Vehicle 2 – Crew Cab (excl. HST):	
Vehicle 2 – 4WD (excl. HST):	

Non-Collusion Conflict of Interest

Bidder:

Vehicle 1 – Standard (excl. HST):	
Vehicle 1 – 4WD (excl. HST):	
Vehicle 2 – Crew Cab (excl. HST):	
Vehicle 2 – 4WD (excl. HST):	

Non-Collusion Conflict of Interest

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name

GARY WADGE
 Russ Mathewson
 Steve Burnett
 Mitch Lafreniere
 Christopher W. Oslund
 LINDA MCKNIGHT

Representing

CITY OF T.S.
 Russ Mathewson
 C of T S
 City of T S
 "

Signature

Gary Wadge

 Page 1 of 1
 Chris Oslund
 Linda McKnight

May 27, 2015

City of Temiskaming Shores
325 Farr Drive – Box 2050
Haileybury, Ontario
POJ 1K0

Attention: Mitch Lafreniere
Re: PW-RFP-003-2015

Dear Sir,

Attached is a “window sticker” for a 2015 Chevrolet Silverado 1500 4WD Double Cab Pickup. The M.S.R.P. on this unit is over \$3,000.00 more than the 2015 Chevrolet Silverado 1500 4WD Regular Cab requested in your tender.

We would supply this Double Cab, for the same quoted price of \$29,677.00 plus HST.

Trusting this to be in your favor, and we may receive your valued business.

Yours truly,



Ron Sutton
Fleet Manager

Prepared By:
administrator

2015 Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" Work Truck

WINDOW STICKER

2015 Chevrolet Silverado 1500 4WD Double Cab 143.5" Work Truck		Interior: - Jet Black/Dark Ash
* 5.3L/325 CID * Gas		Exterior 1: - Summit White
6-Speed Automatic		Exterior 2: - No colour has been selected.
CODE	MODEL	MSRP
CK15753	2015 Chevrolet Silverado 1500 4WD Double Cab 143.5" Work Truck	\$35,750.00
Options		
---	FEDERAL AIR CONDITIONING EXCISE TAX	\$100.00
1WT	1WT PREFERRED EQUIPMENT GROUP	\$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE	\$1,225.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	\$0.00
C5Z	GVWR, 7200 LBS. (3266 KG)	INC
GU4	REAR AXLE, 3.08 RATIO	INC
RD6	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) PAINTED STEEL	\$0.00
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	\$0.00
IO4	CHEVROLET MYLINK AUDIO SYSTEM, 4.2" DIAGONAL COLOUR SCREEN WIT	\$560.00
Z82	TRAILERING PACKAGE	\$795.00
K05	ENGINE BLOCK HEATER	\$100.00
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	INC
KNP	COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER	INC
---	BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA	INC
CGN	BED LINER, SPRAY-ON, PICKUP BOX BED LINER <i>OR COMP. LINER</i>	\$550.00
SB1	LPO, FLAT SPLASH GUARDS, BLACK	\$130.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 374.0, Data updated 5/19/2015
©Copyright 1986-2008 Chrome Systems Inc. All rights reserved.

Customer File:

Prepared By:
administrator

2015 Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" Work Truck

WINDOW STICKER

—	BLUETOOTH FOR PHONE, PERSONAL CELL PHONE CONNECTIVITY TO VEHI	INC
VV4	ONSTAR WITH 4G LTE	INC
UE1	ONSTAR DIRECTIONS AND CONNECTIONS PLAN FOR 6 MONTHS	\$0.00
SUBTOTAL		\$39,210.00
	Advert/Adjustments	\$0.00
	Destination Charge	\$1,695.00
	TOTAL PRICE	\$40,905.00
Est City: * - TBD - L/100 km		
Est Highway: - TBD - L/100 km		
Hwy cruising range: - TBD - mi		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 374.0, Data updated 5/19/2015
©Copyright 1986-2008 Chrome Systems Inc. All rights reserved.

Customer File:




Dymond
Haileybury
New Liskeard
City of • Ville de
**Temiskaming
Shores**
Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores
Request for Proposal
PW-RFP-003-2015
Supply and Delivery of New Light Duty Trucks

Objective

This Request for Proposal describes the requirements of The Corporation of the City of Temiskaming Shores to receive proposals from qualified companies for the supply and delivery of one(1) standard cab pick-up truck, and one(1) crew cab(4 door) pick-up truck.

Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 10,600.

The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality.

Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the City.

Submission

Submissions may be in hard copy and submitted to the following address:

City of Temiskaming Shores
P.O Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0
Attention: Dave Treen, Municipal Clerk "PW-RFP-003-2015 Supply and Delivery of New Light Duty Trucks"

The closing date for the submission of Proposals will be at **2:00 pm local time on Thursday May 21, 2015.**

- Proposals shall be in ink, late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced proposal will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a Contractor and any changes to the Proposal that are acceptable to both parties will be binding.
- The Proposals shall be valid for 30 (thirty) days from submission date.

Questions

Any questions with respect to the specifications are to be directed to:

Mitch Lafreniere
Manager of Physical Assets
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0
Phone: (705) 672-3363 ext. 4113
Fax: (705) 672-3200
mlafreniere@temiskamingshores.ca

Delivery Date

Both trucks shall be delivered to the Public Works yard at 200 Lakeshore in New Liskeard, no later than June 30th, 2015.

* DELIVERY WILL BE 8 WEEKS *
FROM CONFIRMATION OF ORDER



05/20/2015



Specifications

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
MAKE/MODEL/YEAR			
Please state the Make/Model/Year of the truck offered for standard cab truck with 8' box: M <u>FORD F150 2015</u>	✓		SUPERCAB 4X4 6.5' BOX
Please state the Make/Model/Year of the truck offered for the Crew Cab(4 full size doors) truck with 6' box: <u>FORD F150 2015</u>	✓		
Both trucks to be have box liners or similar factory installed.	✓		
Both trucks to be White in Color	✓		
The trucks provided shall have a full service franchised dealer located within the City of Temiskaming shores	✓		
Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores.			
<i>The City reserves the right to request demonstrations to determine the suitability of a given model.</i>	✓		

Initial

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.	✓		
All warranty and pre-delivery functions shall be performed by a licensed factory trained mechanic.	✓		
V8 engine or similar	✓		
Engine shall be equipped with a block heater	✓		
Automatic Transmission	✓		
Factory installed Air conditioning	✓		
Radio AM/FM equipped with BlueTooth mobile hands free	✓		
Factory supplied mud flaps installed by Dealer	✓		
Optional four wheel drive priced separately	✓		

Initial W



City of Temiskaming Shores
PW-RFP-003-2015
Supply and Delivery of New Light Duty Trucks

PW-RFP-003-2015

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, BILL MATTHEWS MOTORS / ROO MATTHEWS
(Registered Company Name/Individuals Name)

Of, 240 AMSTERDAM ST N, TEMISKAMING STATION, ONTARIO
(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4393

Fax Number (705) - 647-7093

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Vehicle #1

SUPERCAB 6'12 BOX 4x4

Price for ~~standard cab~~ truck (less HST)

\$ 31,778

\$ _____

Vehicle #2

Price for Crew Cab truck (less HST)

\$ _____

*Optional 4 wheel drive (less HST)

\$ _____

* City may consider four wheel drive option.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with Wilson
Chevrolet Buick GMC for the Supply and Delivery of Light
Duty Pick-up Trucks to the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-027-2015 at the June 2nd, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Wilson Chevrolet Buick GMC for the Supply and Delivery of Light Duty Pick-up Trucks for consideration at the June 2nd, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Wilson Chevrolet Buick GMC for the Supply and Delivery of Light Duty Pick-up Trucks to the City of Temiskaming Shores, in the amount of \$59,779.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Wilson Chevrolet Buick GMC

for the Supply and Delivery of one Double Cab
Truck and One Crew Cab Truck

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Wilson Chevrolet Buick GMC
(hereinafter called “the Supplier”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Light Duty Pick-up Trucks
Tender No. PWO-RFP003-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
c) Complete, as certified by the Director, all the work by **July 31st, 2015.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Fifty-Nine Thousand Seven Hundred and Seventy-Nine Dollars and Zero Cents (\$59,779.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Supplier:

Wilson Chevrolet Buick GMC
100 Wilson Ave.
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

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

Signed and Sealed in)
the presence of)

Wilson Chevrolet Buick GMC

Supplier’s Seal)
(if applicable))

Fleet Manager – Ron Sutton

Witness
Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Centre and Edge Line Roadway
 Marking Services

Report No.: PW-028-2015
Agenda Date: June 2, 2015

Attachments

- Appendix 01:** Tender Results
- Appendix 02:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-028-2015;
2. That Council approves the award of the 2015 Centre and Edge Line Painting Services contract to *Midwestern Line Striping* in the amount of \$ 34,525.59 plus HST; and
3. That Council directs staff to prepare the necessary by-law and agreement for t for consideration at the June 2, 2015 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply and application of Roadway Centre and/or Edge Line Painting services at various locations within the City of Temiskaming Shores.

The work shall consists generally of retracing existing pavement markings comprised of centre line (yellow) and edge line (white) markings. The edge markings for the STATO Trail, along Lakeshore Road, are also included in this years' tender.

The Tender documents were prepared and Tender PWO-TEN-003-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on May 21, 2015.

Analysis

Several tender documents were distributed and two (2) tenders were received by the closing date.

Bidder	Tender Amount	HST	Total
Midwestern Line Striping	\$34,525.59	\$4,488.33	\$39,013.92
Miller Maintenance	\$37,857.00	\$4,921.41	\$42,778.41

Both contractors have successfully completed similar projects for Temiskaming Shores and throughout Ontario and have demonstrated the ability to complete this work as intended.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

The tendered amount for the intended work is considered to be reasonable and within the approved and allotted budget for roadway maintenance.

Financial / Staffing Implications

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

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

A total of \$40,000 was included in the 2015 Budget. Costs to date are \$4,709 leaving a balance of \$35,291.

The contract, inclusive of non-refundable HST, totals \$35,133 which is within budget, however, the line item is now at its maximum budget approval limit.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-003-2015**

Opening Date: **May 21, 2015**

Opening Time: **2:00 pm**

Description: **Roadway Centre and Edge Line Painting**

Inquiry Contact: **G. Douglas Walsh, Director of Public Works**

Form of Proposal

Bidder: *MILLER PAVING*

Item No. 1 – 68,991 m:	17,247.75
Item No. 2 – 82,437 m:	20,609.25
Sub-Total:	37,857.00
HST:	4,921.41
Total:	42,778.41

Non Collusion Affidavit Conflict of Interest AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit Conflict of Interest AODA

Bidder: *MID WESTERN LINE*

Item No. 1 – 68,991 m:	15,729.95
Item No. 2 – 82,437 m:	18,795.64
Sub-Total:	34,525.59
HST:	4,488.33
Total:	39,013.92

Non Collusion Affidavit Conflict of Interest AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit Conflict of Interest AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit Conflict of Interest AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit Conflict of Interest AODA

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
GARY WADGE
Christopher Oslund
LINDA MCKNIGHT

Representing
CITY OF T.S.
"
"

Signature
Gary Wade
C. Oslund
L. McKnight

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to enter into an agreement with
Midwestern Line Striping Inc. for the Supply of
Roadway Centre and Edge Line Painting Services
within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-028-2015 at the June 2nd, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Midwestern Line Striping Inc. for the Supply of Roadway Centre and Edge Line Painting Services for consideration at the June 2nd, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Midwestern Line Striping Inc. for the Supply of Roadway Centre and Edge Line Painting Services at various locations in the City of Temiskaming Shores, in the amount of \$34,525.59 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Midwestern Line Striping Inc.

for the Supply of Roadway Centre
and Edge Line Painting Services

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Midwesetrn Line Striping Inc.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply of Roadway Centre and Edge Line Painting Services
Tender No. PWO-RFT-003-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Thirty-Four Thousand Five Hundred and Twenty-five Dollars and Fifty-nine Cents (\$34,525.59) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Midwestern Line Striping Inc.
P.O. Box 159
Clarksburg, ON;
N0H 1J0

The Owner

**Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

The Director:

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

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

Signed and Sealed in)
the presence of)

Contractor)
(if applicable))

Municipal Seal)

Midwestern Line Striping Inc.

President – Sharon Harbottle

Witness
Name: _____
Title: _____

Corporation of the City of Temiskaming Shores

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-000

Form of Agreement



Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

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

Section 1

ITEM	QUANTITY	DESCRIPTION	QUOTED BID PRICE PER LM	TOTAL
1	68,991 linear meters	68,991 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be painted in yellow centre line.	• 228	\$ 15,729.95
2	82,437 linear meters	82,437 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be painted in white edge line.	• 228	\$ 18,795.64
			SUB TOTAL	34,525.59
			H.S.T.	4,488.33
			TOTAL	39,013.92

Page 1 of 6 to be submitted




I/We Sharon Harbottle of Midwestern offer to supply the requirements stated within.

the corresponding total cost of \$ 39,013.92 Tax included.

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

I/We will deliver the required services / equipment within 30 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 19 day of MAY 2015

<p>Company Name</p> <p>MIDWESTERN LINE STRIPING INC</p>	<p>Contact name (please print)</p> <p>SHARON HARBOTTLE</p>
<p>Mailing Address</p> <p>Box 159 Clarksburg On N0H1J0</p>	<p>Title</p> <p>President</p>
<p>Postal Code</p> <p>N0H1J0</p>	<p>Authorizing signature</p>  <p>"I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone</p> <p>519.599.2775</p>	<p>Fax</p> <p>519.599.4578</p>
<p>Cell Phone if possible</p> <p>705 446 6010</p>	<p>Email</p> <p>midwestern@roadpainting.ca</p>



City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting

Non Collusion Affidavit

I/ We Sheron Macbottle of Midwest the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.


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

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

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

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

Dated at CLARKSBURG this 19th day of MAY, 2015

Signed 
Company Name MidWestern Line Striping Inc
Title President



**City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at Clarksburg this 19 day of May, 2015.

Firm Name midwestern Line Striping Inc

Bidder's Authorization Official Sharon Harbottle

Title President

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)
N/A.		
WILL USE OWN FORCES		

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

Signed by Company Official

Sharon Marbottle

Printed

Signed

Page 5 of 6 to be submitted



Schedule B

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name Sharon Harbottle Company Name Midwestern Line Striping Inc.
Phone Number 519 599 2775 Address Box 159 Clarksburg Ont N6M1J0

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

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

Date: May 19, 2015



**City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting**

Schedule C - Performance Evaluation (for City Use only)

Vendor's Name <i>Midwestern Line Striping Inc</i>		Telephone <i>519 599 2775</i>	
Address <i>Box 159 CLARKSBURG CNT NOH1JC</i>		Postal Code <i>N0H1JC</i>	
Vendor's Representative <i>Sharon Harbottle</i>			
Contract Description; PWO-RFT-003-2015 Centre and Edge Line Painting			
Awarded Contract Value		Actual Contract Value	
Cost Centre 1.0610.3123.4.03.3405	District/Region/Branch	City Contact Person; Doug Walsh	Division; Public Works
Scheduled Start; Date of Individual Council Resolution	Actual Start;	Scheduled Completion; June 19 th , 2015	Actual Completion

Performance Rating

O-Outstanding G-Good F-Fair P-Poor	Rate	Comments
1. Quality of Work Performed		
2. Ability of Employees used for work		
3. Scheduling and Coordination		
4. Availability of Equipment and Employees		
5. Equipment/Procurement & Delivery		
6. Condition and Suitability of Equipment		
7. Cooperation of Municipality and Employees		



8. Cooperation with outside Agencies		
9. Conformity to Pertinent Acts and Regulations		
10. Safety (Overall)		
11. Quality of Supervision		
12. General Housekeeping		
13. Responses to Unplanned Changes		
14. Other (Specify)		
Causes for Delays (if any)		
Liquidated Damages (itemize)		

*

Future Recommendations: Provider recommended for future work	Yes	No (explain)
Comments:		
Department Director	Date	
Title	Project Coordinator	
Company Representative		

* To be completed at the end of the service period

Subject: Supply and Delivery of Bulk Course
Highway Salt

Report No.: PW-029-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01: Tender Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-029-2014;
2. That Council approves the award of the 2015 – 2016 Supply and Delivery of Bulk Course Highway Salt contract to *Compass Minerals* in the amount of \$ 104.55 per tonne plus HST; and
3. That Council directs Staff to prepare the necessary by-law and agreement for consideration at the June 2, 2015 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply and delivery of Bulk Course Highway Salt to various locations within the City of Temiskaming Shores.

The Tender documents were prepared and Tender PWO-TEN-005-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on May 21, 2015.

Analysis

At the time of closure only one (1) tender was received from Compass Minerals at a unit cost \$104.55 per tonne.

Compass Minerals were previously known as Sifto Canada Inc. and have previously provided bulk product to the City as well as other municipalities throughout Ontario and has demonstrated the ability to complete this work as required.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was in keeping with the City's Purchasing Policy (By-Law No. 2009-012, as amended).

The tendered amount for the intended supply is considered to be reasonable and within the approved and allotted budget for roadway maintenance. (This product will be delivered over the of 2015 – 2016 Winter Operations.)

Financial / Staffing Implications

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

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

A total of \$135,000 was included in the 2015 Budget. Costs to date are \$52,994 leaving a balance of \$82,006.

Estimated quantities for the 2015-2016 Winter Operations are 1,480 tonnes. The cost based on \$104.55/tonne and inclusive of non-refundable HST totals \$157,457.

Staff will monitor the quantities required throughout the winter season. Ordering of bulk salt is dependent on winter road conditions.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

PWO-RFT-005-2015
HIGHWAY DE-ICING SALT

Thurs, May 21, 2015
@ 2:00 pm.

TENDERS REC'D:

1. COMPASS MINERALS — \$154,734.⁰⁰
HST 20,115.42

TOTAL \$174,849.42

IN ATTENDANCE:

GARY WADGE

CITY OF T.S.

Gary Wadge

Christopher Oslund

City of Temshores

Chris Oslund

LINDA MCKNIGHT

"

L. McKnight

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-029-2015 at the June 2nd , 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery Bulk Course Highway Salt for consideration at the June 2nd , 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations in the City of Temiskaming Shores, in the amount of \$104.55 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Compass Minerals Canada Corp.

for the Supply and Delivery of Bulk Course Highway Salt

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Compass Minerals Canada Corp.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Bulk Course Highway Salt
Tender No. PWO-RFT-005-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **April 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Four Dollars and Fifty-five Cents (\$104.55) per tonne plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Compass Minerals Canada Corp.
6700 Century Ave. Suite 202
Mississauga, Ontario
L5N 6A4

The Owner:

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

The Director:

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

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

Signed and Sealed in)
the presence of)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Compass Minerals Canada Corp.

Director of Highway Sales Ontario – Kim Kool

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-000

Form of Agreement



Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

All prices offered in this tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for tender.

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

Section 1

Item	Delivery Location	Qty. Tonne	Unit Price. 2015/16	Amount, \$
Schedule "A" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED PRIOR TO OCTOBER 01st, 2015 AND IN EACH SUBSEQUENT YEAR. (Quantities are derived based on an average truck loads of +- 40 tonnes)				
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard ON	120	\$104.55	\$12,546.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard ON	200	\$104.55	\$20,910.00
3	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	280	\$104.55	\$29,274.00
4	Harley Township works yard, 903303 Hanbury Rd. Harley Twp.	40	\$104.55	\$4,182.00
5	Kerns Township works yard, 279279 Milberta Rd. Kerns Twp.	40	\$104.55	\$4,182.00

This is Page 1 of 6 to be submitted



Schedule "B" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED AS AND WHEN REQUIRED AS NOTIFIED BY THE MUNICIPALITIES ROAD SUPERINTENDENT OR HIS DESIGNATE IN EACH YEAR OF THE AGREEMENT FOLLOWING THE INTIAL DROP. (Quantities are derived based on an average truck loads of +- 40 tonnes)				
Item	Delivery Location	Qty. Tonne	Unit Price. 2015/16	Amount, \$
6	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	400	\$104.55	\$41,820.00
7	New Liskeard Public Works yard, 200 Lakeshore Road, New Liskeard, On	400	\$104.55	\$41,820.00
8	Harley Township works yard, 903303 Hanbury Rd. Harley Twp.	0 at this time	\$104.55	—
9	Kerns Township, 279279 Milberta Rd. Kerns Twp.	0 at this time	\$104.55	—
			Sub-Total	\$154,734.00
			H.S.T.	\$20,115.42
			Total	\$174,849.42

Prices for 2016/17, 2017/18 are to be negotiated at the anniversary of the contract. If either of the parties is unable to agree on a fair and reasonable price, in the second or third year, the City reserves the right to re-tender for the supply all materials, labour, supervision, machinery, tools and all other necessary equipment for the supply and delivery of bulk highway road salt as described elsewhere in this document, without claim by the supplier.



I/We Compass Minerals Canada Corp. offer to supply the requirements stated within.

the corresponding total cost of \$ \$174,849.42 Tax included.

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

I/We will deliver the required material / equipment within 2 - 4 calendar days from receiving a signed order and prior to October 01st 2015 for schedule A.

The specifications have been read over and agreed to this 15th day of May 2015

Company Name Compass Minerals Canada Corp.	Contact name (please print) Kim Kool
Mailing Address 6700 Century Ave. Suite 202 Mississauga, ON	Title Director of Highway Sales Ontario
Postal Code L5N 6A4	Authorizing signature  Kim Kool, Director Highway Sales Ontario "I have the authority to bind the company/corporation/partnership."
Telephone 1-866-305-2025	Fax 1-888-655-8888
Cell Phone if possible 647-321-6701	Email koolk@compassminerals.com

Page 3 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFT-005-2015
Highway De-icing Salt**

Non Collusion Affidavit

I/ We Compass Minerals Canada Corp. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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

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

Dated at Mississauga this 15th day of May, 2015

Signed



Kim Kool

Company Name

Compass Minerals Canada Corp.

Title

Director of Highway Sales Ontario

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-005-2015
Highway De-icing Salt**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at Mississauga this 15th day of May, 2015.

Firm Name Compass Minerals Canada Corp

Bidder's Authorization Official Kim Kool

Title Director of Highway Sales Ontario

Signature 
Kim Kool

Page 5 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-005-2015
Highway De-icing Salt**

Appendix A

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement


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

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

Name Kim Kool, Director Highway Sales Ontario Company Name Compass Minerals Canada Corp.

Phone Number 1-866-305-2025

Address 6700 Century Ave. Suite 202
Mississauga, ON L5N 6A4

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

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

Date May 15, 2015

Page 6 of 6 to be submitted



Compass Minerals
6700 Century Avenue
Suite 202
Mississauga, ON L5N 6A4
www.compassminerals.com

T (905) 567-0231

COMPASS MINERALS CANADA CORP.

RESOLUTION IN WRITING SIGNED BY THE SOLE DIRECTOR OF THE COMPANY UNDER SECTION 91 OF THE COMPANIES ACT (NOVA SCOTIA)

As of March 26th, 2015

The undersigned, being the sole director of Compass Minerals Canada Corp., an unlimited company organized and existing under the laws of the Province of Nova Scotia (the "Company"), hereby adopts the following resolutions:

AUTHORIZED SIGNATORIES

WHEREAS, from time to time it is necessary for managers in the Highway Sales Department to sign documents on behalf of the Company that are required to complete sales transactions in their territories;

NOW, THEREFORE, BE IT RESOLVED, that the following named individuals be, and each of them hereby is, authorized on behalf of the Company, to sign (up to the applicable authority level under the Company's Delegation of Authority Policy) bids, performance bonds and/or contracts for the sale of sodium chloride, and any other documents that, in his or her opinion, are necessary, appropriate or desirable in order to effectuate the purposes and intent of the foregoing:

Vittorio Toneatti	Director of Sales Canada
Ken Johnston	Director Sales and Customer Service Canada (Consumer & Industrial)
Kim Kool	Director Highway Sales Ontario
Gactan Gentilcore	Director Highway Sales Quebec
Julie McCron	Highway Sales Manager Ontario
Guylaine Gaudet	Highway Sales Manager Quebec

FURTHER RESOLVED, that all actions heretofore or hereafter taken in the name and on behalf of the Company in connection with or related to the matters set forth in or contemplated by the foregoing resolutions be, and they hereby are, adopted, confirmed, approved and ratified in all respects as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, does hereby consent to the foregoing actions as of the day and year first written above.

Matthew J. Foulston
Sole Director of Compass Minerals Canada Corp.



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
COMPASS MINERALS CANADA CORP. / COMPASS MINERALS CANADA-1	PO BOX 370 STN MAIN, ATTN VICKY DINEEN, GODERICH, ON, N7A3Y9, CA	0625-000: Salt Mines	City of Temiskaming Shores	325 Farr Drive, Temiskaming Shores, ON, P0J 1K0, CAN	E2000006L53T	08-May-2015 to 19-May-2015

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
COMPASS MINERALS CANADA CORP. / COMPASS MINERALS CANADA-1	PO BOX 370 STN MAIN, ATTN VICKY DINEEN, GODERICH, ON, N7A3Y9, CA	0625-000: Salt Mines	City of Temiskaming Shores	325 Farr Drive, Temiskaming Shores, ON, POJ 1K0, CAN	E2000006LHSY	20-May-2015 19-Aug-2015

Subject: Communication Upgrades – Phase 1 and 2

Report No.: PW-030-2015

Agenda Date: June 2, 2015

Attachments

Appendix 01: OCWA Quotation Draft Optional Service Agreement

Appendix 02: Draft Optional Service Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-030-2015;
2. That Council agrees to waive the Tender requirements of the City's Purchasing Policy, as set forth in Section 4.10 of By-law No. 2009-012, and authorizes an agreement with the Ontario Clean Water Agency under provisions of Section 4.11 – Optional Services of By-law No. 2011-117, utilizing Selog and Spectrum Group for the completion of Phase One and initiation of Phase Two of the communication upgrades at various water and wastewater facilities at an upset limit of \$407,500; and
3. That Council directs Staff to prepare the necessary by-law to enter into an Optional Services Agreement with Ontario Clean Water Agency for consideration at the June 2, 2015 Regular Council meeting.

Background

Control for virtually all of our water and wastewater facilities is done through a Supervisory Control and Data Acquisition (SCADA) system. This system is an essential component of our water treatment/distribution and wastewater treatment / collection processes. The SCADA system allows staff from the Ontario Clean Water Agency (OCWA) to remotely control and acquire critical information associated with the City's water and wastewater infrastructure.

The communication for this SCADA system in many of our facilities is completed through analog signals. In the very near future this type of communication will be obsolete. In addition, it has been noted by OCWA that parts for replacement or repairs are no longer available.

In the Fall of 2014, OCWA informed staff that communication at the Niven Sanitary Lift Station in New Liskeard, which was done through analog signaling, was lost. After consulting the service provider it was noted that repairs / replacement parts are no longer available as analog communication is becoming obsolete. A "band-aid" repair was done to the analog communication system to allow for the Niven Pumping Station to be back on line.

It is important to note that loss of communication in any of our water and wastewater facilities is critical and in all likelihood would result in an emergency situation.

As a result, OCWA recommended that all communication for the water and wastewater facilities within the City be changed to digital radio frequencies which would be sent to the main hub located at the Haileybury Water Treatment Plant. City Staff along with staff from OCWA decided that different phases to complete the project would be the best approach and, in turn, City Staff requested that OCWA proceed with obtaining quotations to have the water and wastewater facilities in Dymond and New Liskeard be changed to digital communication.

At the Special Council Meeting held on September 9, 2014, Council approved entering into an Optional Services agreement with OCWA utilizing Selog and Spectrum Group to perform Phase 1 of the communication upgrades which included various water and wastewater facilities in Dymond and New Liskeard.

Analysis

Phase 1 of the project commenced in 2014 and carried over into 2015. The 2015 work included upgrades to the McCamus Water Treatment Plant, the Shepherdson Road Reservoir and the Water Treatment Facility in Dymond. No money was carried over to 2015 for the completion of Phase 1 as the utilization of funded dollars is acceptable through the OCIF New Liskeard / Dymond Water Linking Project.

Throughout the Budget process for 2015, Staff presented Phase 2 of the communication upgrades to Council for consideration as a Capital Project. This Capital Project was approved.

It is staff's recommendation that because of the success of Phase 1 of the project and OCWA having to be heavily involved, that utilizing the Optional Services Agreement with OCWA under provision 4.11 of By-law No. 2011-117 would be in the best interest of the City. **Appendix 01** outlines the Draft Optional Service Agreement with OCWA.

Appendix 02 outlines the quotation provide by OCWA for the completion of Phase 1 as well as Phase 2 of the project.

Financial / Staffing Implications

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

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

As noted above, the completion of Phase 1 will be funded through the New Liskeard / Dymond Water Linking Project at an upset limit of \$82,500.

Through the 2015 Capital Budget process, Phase 2 of the Communication Upgrades was approved. Phase 2 is funded through this Capital Project at an upset limit of \$325,000.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Caution: This email is private property intended solely for the information and use of the addressee. The contents are confidential and may be privileged. Any unauthorized use of this email is strictly prohibited. If you are not the addressee, please notify sender immediately by telephone and destroy this email.



Michael Del Monte
Operations Manager
Ontario Clean Water Agency
N.E.O. Hub
1 Browning Street Box 513
Haileybury ON
P0J 1K0

May 27, 2015

Doug Walsh
Director of Public Works

Re: PLC/SCADA Communication Upgrade

The Ontario Clean Water Agency is pleased to supply the following quotation for the PLC/ Communications Upgrade at the City of Temiskaming Shores water and waste water facilities.

Phase One Completion

OCWA proposes to complete Phase One, of the project, with the installation of radio communication, PLC installation and conversation and equipment commissioning at the Dymond Water Treatment Plant, New Liskeard Water Treatment Plant and the New Liskeard Reservoir.

The upset amount for this portion of the assignment will be: \$82500.00

Caution: This email is private property intended solely for the information and use of the addressee. The contents are confidential and may be privileged. Any unauthorized use of this email is strictly prohibited. If you are not the addressee, please notify sender immediately by telephone and destroy this email.

Phase Two

OCWA proposes the following for Phase Two of the project.

- Completion of the radio communication system.
- In plant wiring of all SCADA points to the PLC cabinets in the plants designated under Phase Two
- SCADA installation, integration and commissioning in facilities designated under Phase Two

The upset amount for this portion of the assignment will be \$325000.00

If you have any questions concerning this proposal please contact me at your convenience.

Regards



Michael Del Monte

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

Appendix 02
PW-030-2015
June 2, 2015

**Being a by-law to enter into an Optional Service
agreement with Ontario Clean Water Agency (OCWA) for
the completion of Phase 1 and 2 Communication
Upgrades at various Water and Wastewater Facilities**

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

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

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

And whereas Council considered Administrative Report No. PW-030-2015 at the May 19th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an Optional Services Agreement with Ontario Clean Water Agency for consideration at the June 2, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an Optional Services Agreement with Ontario Clean Water Agency for Phase 1 and 2 Communications upgrades at various Water and Wastewater facilities at an upset limit of \$407,500.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Ontario Clean Water Agency

for Phase 1 and 2 Communications Upgrades at various
Water and Wastewater Facilities

Optional Service Agreement

In accordance with Section 4.11 of By-law 2011-117

Between:

The Corporation of the City of Temiskaming Shores
(herein after referred to as "Client")

And:

The Ontario Clean Water Agency
(herein after referred to as "OCWA")

Project: Communication Upgrades – Completion Phase One and Phase Two

Whereas The Ontario Clean Water Agency operates and maintains all water and wastewater treatment facilities on behalf of the City of Temiskaming Shores under an agreement adopted through By-law No. 2011-117;

And whereas Section 4.11 – Optional Services of By-law No. 2011-117 permits OCWA to provide *Optional Service* upon request of the Client provided that both the Client and OCWA agree in writing to the specific scope of work required;

And whereas once OCWA has agreed to provide the specified *Optional Services* to the client terms and conditions not contained in this agreement shall be governed by By-law No. 2011-117;

Now therefore both the Client and OCWA agree to the following provisions for the above noted project.

Covenants of OCWA

1. Perform all necessary duties involved within the scope of work as detailed in Appendix 01, attached hereto and forming part of this agreement.
2. Furnish all equipment, labour, apparatus and documentation as may be required to satisfy the Upgrades to the various Water and Wastewater Facilities.

Basis of Payment

In consideration of the above noted covenants the client shall pay to OCWA for the completion of Phase 1 and Phase 2 of the Communication Upgrades a total upset limit of **\$407,500** plus applicable taxes. Payment shall be made following receipt of invoice and acceptance of the work.



Appendix 01 to
Schedule "A" to

By-law No. 2015-000

Subject: Contract Award - Misc. Culverts
Corix Water Products

Report No.: PW-031-2015
Agenda Date: June 2, 2015

Attachments

- Appendix 01:** Tender Results
- Appendix 02:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-031-2015;
2. That Council approves the award of the Supply and Delivery of Miscellaneous Culverts contract to *Corix Water Products* in the amount of \$ 28,182.39 plus HST; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Corix Water Products for consideration at the June 2, 2015 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified suppliers for the supply and delivery of miscellaneous culverts for use in the operations maintenance and repairs at various locations within the City of Temiskaming Shores.

The Request for Quotation documents were prepared and PWO-RFQ-002-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on May 21, 2015.

Analysis

At the time of closure only four (4) submissions were received.

Supplier	Sub-total	HST	Total
ARMTEC	\$34,193.66	\$4,445.18	\$38,638.84
Atlantic Industries	\$30,580.91	\$3,975.52	\$34,556.43
E.S. Hubbell	\$30,381.85	\$3,949.64	\$34,331.49
Corix Water Prod.	\$28,182.39	\$3,663.71	\$31,846.10

All suppliers have previously provided culvert materials to the City as well as other municipalities throughout Ontario and have demonstrated the ability to complete this work as required. Corix has supplied the materials to City for the previous three years.

The quotations were analysed for errors and/or omissions and with the exception of two (2) small \$0.03 extension errors (Corix and ARMTEC) they were found to be correct and complete. The acquisition process is in keeping with the City's Purchasing Policy (By-law No. 2009-012, as amended).

The quotation amount for the intended supply is considered to be reasonable and within the approved and allotted budget for culvert maintenance.

Financial / Staffing Implications

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

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

A total of \$100,000 was included in the 2015 Budget. Costs to date are \$7,823 leaving a balance of \$92,197.

The contract, inclusive of non-refundable HST, totals \$28,678 which is within budget line item.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: PWO-RFQ-002-2015

Opening Date: May 21, 2015

Opening Time: 2:00 pm

Description: Miscellaneous Culverts

Inquiry Contact: Doug Walsh, Director of Public Works

Form of Proposal

Bidder: ARMTEC

All 15 items bid:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	34,193.69
HST:	4,445.18
Total:	38,638.87

Non Collusion Affidavit Conflict of Interest

84

Bidder: COREX WATER PRODUCTION ^{did not bid on extra bch}

All 15 items bid:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N (14)
Sub-Total:	28,182.42
HST:	3,663.71
Total:	31,846.13

Non Collusion Affidavit Conflict of Interest

10

Bidder: ATLANTIC INDUSTRIES LTD

All 15 items bid:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	30,580.91
HST:	3,975.52
Total:	34,556.43

Non Collusion Affidavit Conflict of Interest

Bidder:

All 15 items bid:	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit Conflict of Interest

Bidder: ES HUBBELL LTD

All 15 items bid:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	30,381.85
HST:	3,949.64
Total:	34,331.49

Non Collusion Affidavit Conflict of Interest

Bidder:

All 15 items bid:	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit Conflict of Interest

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
 Gary Wadge
 Christopher Oslund
 LINDA MCKNIGHT

Representing
 CITY OF T.S.
 City of Tem Shores
 "

Signature
 Gary Wadge
 C Oslund
 L M Knight

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

**Being a by-law to enter into an agreement with Corix
Water Products for the Supply and Delivery of
Miscellaneous Culvert Pipe to various locations within
the City of Temiskaming Shores**

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

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

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

And whereas the Council considered Administrative Report No. PW-031-2015 at the June 2, 2015 Regular meeting of Council and directed to prepare the necessary by-law to enter into an agreement with Corix Water Products for the Supply and Delivery of Miscellaneous Culvert Pipe for consideration at the June 2nd, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Corix Water Products for the Supply and Delivery of Miscellaneous Culvert Pipe to various locations in the City of Temiskaming Shores, in the amount of \$28,182.39 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Corix Water Products

for the Supply and Delivery of Miscellaneous Culvert Pipe

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

And:

Compass Minerals Canada Corp.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Miscellaneous Culvert Pipe
Tender No. PWO-RFQ-002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **July 31st, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Twenty-eight Thousand One Hundred and Eighty-two Dollars and Thirty-nine Cents (\$28,182.39) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Corix Water Products
3171 Kingsway East
Sudbury, Ontario
P3A 5S2

The Owner:

The City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

The Director:

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

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

Signed and Sealed in)
the presence of)

Contractor)
(if applicable))

Municipal Seal)

Corix Water Products

Regional Sales Manager – Ryan Martin

Witness
Name: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-000

Form of Agreement



Form of Quotation

Each FORM OF QUOTATION should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

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

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

Section 1 - C.S.P. Culvert

Description	Unit	Quantity	Unit Price	Amount
450 mm diameter, 1.6 gauge, re-rolled annular ends (Tag: Stock)	meters	60	45.88	\$ 2752.80 RM
450 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, (Tag: Stock)	each	9	37.83	\$ 340.50 340.47
600 mm diameter, 1.6 gauge, re-rolled annular ends, (Tag: Stock)	meters	6	57.08	\$ 342.48 ✓
600 mm diameter, 1.6 gauge, re-rolled annular ends, (Tag: Hough's Rd.)	meters	18	57.08	\$ 1027.44 ✓
600 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	2	49.28	\$ 98.56 ✓
1000 mm diameter, 2.0 gauge, re-rolled annular ends (Tag: Mowat Landing Rd.)	meters	18	105.77	\$ 1903.86 ✓
1000 mm couplers, 2.0 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	2	82.72	\$ 165.44 ✓

6.631.05

Page 1 of 6 to be submitted



Description	Unit	Quantity	Unit Price	Amount
1000 mm diameter, 2.0 gauge, re-rolled annular ends (Tag: Phippen Rd.)	metres	12	105.77	\$ 1269.24 ✓
1000 mm couplers, 2.0 gauge, 9 or 10 corrugated, Extra wide(24") quoted c/w bolts & associated hardware, for above	each	1	82.72	\$ 82.72 ✓
1200 mm diameter, 2.0 gauge, re-rolled annular ends, (Tag: River Rd.)	meters	18	125.83	\$ 2264.94 ✓
1200 mm couplers, 2.0 gauge, 9 or 10 corrugated, Extra wide(24") quoted c/w bolts & associated hardware, for above	each	2	98.50	\$ 197.00 ✓
Extra bolts, galvanized (plated) for C.S.P. couplers.	each	25	\$ ∅	\$ ∅

Section 2 – H.D.P.E. Culvert

Description	Unit	Quantity	Unit Price	Amount
450 mm diameter, corrugated, open profile smooth wall interior, bell x spigot (Tag: Wedgewood Ave.)	meters	84	51.96	4364.64 ✓
450 mm diameter, corrugated, open profile smooth wall interior, bell x spigot (Tag: Broadwood Ave.)	meters	84	51.96	4364.64 ✓
900 mm diameter, corrugated, open profile smooth wall interior, bell x spigot, for slip lining purposes. (Tag: Pascoe)	Meters	42	214.48	9008.16 ✓
			Sub-Total	\$ 28,182.42 ✓
			H.S.T.	\$ 3,663.71 ✓
			TOTAL	\$ 31,846.13 ✓

28,182.42
3,663.71
31,846.13

Page 2 of 6 to be submitted




I/We CORIX WATER PRODUCTS offer to supply the requirements stated within at

the total cost of \$ 31,846.13 H.S.T. included.

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

I/We will deliver the required services / equipment/ commodities within 20 calendar days from receiving a signed order.

The specifications have been read over and agreed to this 21 day of MAY 2015

Company Name <u>CORIX WATER PRODUCTS</u>	Contact name (please print) <u>RYAN MARTIN</u>
Mailing Address <u>3171 Kingsway East Sudbury, ON</u>	Title <u>Regional Sales Manager</u>
Postal Code <u>P3A 5S2</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 524 6872</u>	Fax <u>705 525 0177</u>
Cell Phone if possible <u>(705) 662 6348</u>	Email <u>ryan.martin@corix.com</u>

Page 3 of 6 to be submitted

Subject: Public Works Engineering Technician Position **Report No.:** PW-032-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01: Engineering Technician / Technologist Business Case

Appendix 02: NOHFC Intern Program Application – March 18/15

Appendix 03: NOHFC Confirmation of Funding

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-032-2015;
2. That Council hereby approves the creation of the Engineering Technician Intern position for a period of two (2) years; and
3. That Council directs staff:
 - To prepare the required by-law to enter into an Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) as a funding partner.
 - To advertise externally, as is required under the terms of the funding agreement, for the position of Engineering Technician / Technologist Intern, with the terms to be “intern, contract full-time placement” for a period of fifty-two (52) weeks.
 - To fill the position, in accordance with the terms of the funding agreement and as described in the NOHFC Application submitted on March 18, 2015.
 - To provide remuneration, as provided for, and in accordance, with the funding Agreement.
 - To initiate an application for funding for the second year of the placement as outlined in the Project Work Plan submitted with the initial application.

Background

On March 10, 2015 the Director presented a business case request for an Engineering Technician / Technologist Intern position for the Public Works Department, as well as duties that would assist the other departments.

The main purpose for the position being recommended is for the review and verification of all existing infrastructure and property information and data and that the collection of data to complete any gaps identified is carried out.

Existing data and information has been gathered and compiled in a number of formats from the previous three municipal sources and for the most part is dated. In order to fill in the data gaps identified through CGIS and during the creation of the Asset Management Plan (AMP) a complete review of the accuracy and content must be completed.

Secondary to this work will be the implementation of the Municipal Data Works software that is supported by the Ontario Good Roads Association and available to its members. Recently, the City has been included in a “pilot” project that has led too much of our roads network being input into the software for demonstration purposes. All other asset groups can be included in the data portion of the software to generate reports in a myriad of ways to identify priorities in rehabilitation or replacement activities.

Finally, as a member of the Ontario One Call system, the City is being inundated with requests for infrastructure locates which has increased the workload on the certified operators and often conflicts with planned, scheduled or emergency work that may be of more importance. The Intern position will complete the locate services as required.

Analysis

During the 2015 Budget deliberations, Council approved, in principle, the creation of the Engineering Technician / Technologist Intern position and directed staff to make application for funding through applicable funding programs.

On March 18, 2015 an application was submitted to the NOHFC’s Northern Ontario Internship Program and on May 15, 2015 the Minister of Northern Development and Mines advised that the City had been approved for funding at a rate of \$31,500 for a twelve month period. Further funding may be available; however, a second application and project progress report will be required.

Financial / Staffing Implications

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

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

This position was approved in principle during budget deliberations. Direction was provided by Council to seek funding and provide a report back. Training allowance has been incorporated into the department budget and funding for the Municipal Data Works program has been approved in the 2015 Capital Budget

Staffing implications related to this matter would include the mentorship of the incumbent by senior management staff as outlined in the NOHFC application. preparation of the Expression of Interest and finalizing any future Agreements which would be considered as normal administrative functions and duties.

Other costs associated with the position are wages of \$36,400 (\$20/hour for 1,820 hours per year) and mandatory employment related costs of \$4,010.

NOHFC provides funding in the amount of \$31,500 – therefore the municipal portion of the position has a net cost of \$8,910. These costs are within the 2015 municipal salary budget due to savings realized in organizational changes previously approved by Council.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



INTERN POSITION REQUEST

BUSINESS CASE

PUBLIC WORKS DEPARTMENT – 2015

ENGINEERING TECHNICIAN

TABLE OF CONTENTS

1	Executive Summary	3
2	Introduction	4
3	General Project Information	5
	3.1 Position Description	5
4	Educational Requirements	6
5	Training Plan	6
6	Project Needs Analysis	7
7	Business Case Approvals	7

1.0 EXECUTIVE SUMMARY

This business case will provide an outline for consideration by the City Manager and Council for the hiring of an intern Engineering Technician for the Public Works and Community Growth and Planning Departments for 2015 and 2016.

The main purpose for the position being recommended is for the review and verification of all existing infrastructure and property information and data and that the collection of data to complete any gaps identified is carried out.

Existing data and information has been gathered and compiled in a number of formats from the previous three municipal sources and for the most part is dated. In order to fill in the data gaps identified through CGIS and during the creation of the Asset Management Plan (AMP) a complete review of the accuracy and content must be completed.

Secondary to this work will be the implementation of the use of Municipal Data Works software that is supported by the Ontario Good Roads Association and available to its members. Recently, the City has been included in a “pilot” project that has led to much of our roads network being input into the software for demonstration purposes. All other asset groups can be included in the data portion of the software to generate reports in a myriad of ways to identify priorities in rehabilitation or replacement activities.

Through the verification and data collection process, roads, sewer and water needs studies that will include, and not be limited to, the use of equipment that was obtained through the CGIS funding program to quantify and evaluate the conditions of a number of asset categories included in the Asset Management Plan would also be completed.

Based on staffs understanding of the need for the City to develop the Asset Management Plan, future funding from senior level governments will be determined on the “needs” identified in the Plan. We anticipate that through the hiring of a more computer / technology comfortable civil engineering / technical candidate, much of the information can be verified and information gaps filled with minimal disruption to the day to day tasks of our existing full time staff.

This project will assist the City by providing:

- accurate, up-to-date inventory information for the City’s Asset Management Plan and Municipal Data Works program;
- assistance in assessing / verifying the current state of the infrastructure (roads, bridges, water, sanitary sewer, storm sewer, fleet and facilities);
- assistance in defining and measuring the desired level of service for the various components in the City’s infrastructure;
- assistance in the meeting the City’s defined Asset Management Strategy; and

- vital information to update the City's needs, which will be used to identify short and long range priorities for maintenance and rehabilitation projects.

Eventually, the information gathered and confirmed will assist in future updates of the Asset Management Plan and refining the Financial Strategies for the operation, maintenance and replacement / rehabilitation of the infrastructure and assets.

2.0 INTRODUCTION

In August 2012 the Ontario provincial government announced funding assistance for municipalities to develop Asset Management Plans that will in turn be used for consideration in future funding requests.

While the City had a wide array of information in various formats, it has long been the goal of the amalgamated City, to develop a more complete and up-to-date inventory of the infrastructure that exists in the three separate areas of the municipality. To date this had not been completed and the information gaps became very clear during the creation of the Asset Management Plan.

Should the hiring be approved, the Engineering Technician Intern would assist all departments with confirming the inventory and condition of all infrastructure that has been included in the Asset Management Plan, as well as coordinating and standardizing the format in which the inventory will be recorded and maintained on a go forward basis. This component of the Asset Management Plan will be most important for future planning and budgeting purposes.

Likewise, the maintenance of the CGIS data is vital to most departments within the City particularly Public Works and Community Growth and Planning, where staff use the information on a daily basis for the purposes of providing information to the public regarding opportunities for building, planning, and economic development. As the Public Works Department moves towards integrating the use of **Municipal Data Works** into the operation and maintenance of the City's infrastructure, accurate data will be required.

3.0 GENERAL PROJECT INFORMATION

Submission Date:	<i>February 10, 2015</i>
Requested By:	<i>Douglas Walsh, Director – Public Works Karen Beauchamp, Director – Community Growth & Planning</i>
Supervisor:	<i>Chris Oslund, City Manager</i>
Position Name:	<i>Engineering Technician Intern</i>
Employment Dates:	<i>April 1st, 2015</i>
Work Hours:	<i>35 Hours per Week (flex hours as required)</i>
Reports To:	<i>Compliance Coordinator</i>
Rate of Pay:	<i>\$20/Hr. *</i>
Unionize Position:	<i>Intern Position</i>
	<i>* Pension and Benefits not applicable</i>

3.1 POSITION DESCRIPTION

Goals/Scope (General)

The general goals and scope for the position would include the following:

- Coordinate the collection, verification and maintenance of all pertinent information/data related to municipal infrastructure;
- Refine, enhance or develop an inventory system that will accurately reflect the information to be reported/recorded and tracked for current and future use;
- Entry of data in a manner that can be manipulated and updated as required;
- Complete an accurate inventory of all infrastructure to be included in the comprehensive Asset Management Plan and Municipal Data Works;
- Initiate the gathering of data to be used in updating the Roads, Water and Sewer Needs Studies;
- Maintenance of the data and infrastructure information contained on CGIS;
- Maintenance of the 911 numbering system as well as the Entrance and Municipal Servicing permitting process;
- Co-ordination of Ontario One Call locate requests received by City.

Required Knowledge, Abilities and Skills

The general required knowledge, abilities and skills for this position would include the following:

- Knowledge of computer systems including practical experience in the operation of various software and office systems;
- Good verbal and written communication skills;
- Keyboard skills;
- Ability to deal effectively with people at all levels;
- Ability to work independently and with minimal supervision;
- Must have a minimum valid Class G Driver's License.

4.0 EDUCATIONAL REQUIREMENTS

The following represents the minimum qualifications for the position:

- Completion of an Engineering Technician or Technologist Program at an accredited Community College or post-secondary institute.

5.0 TRAINING PLAN

The following would represent the minimum training opportunities that would be provided:

- Health and Safety training, including Workplace Hazardous Material Information System (WHMIS) training, Accessible Customer Service and Integrated Accessibility Standard Regulation training which could be provided in-house;
- Introduction to the Asset Management Plan concept and familiarization of the candidate with current information and data on City infrastructure / assets;
- Training by the Chief Building Official to familiarize the incumbent with the 911 numbering system
- Training by the Technical and Environmental Compliance Coordinator and the Superintendent of Transportation regarding the municipal permitting process for entrances and water and sanitary sewer service connections as well as compliance with the City's sewerage use by-law;
- Training by CGIS for operation of the GIS Mapping system, uploading information to the system, and making corrections to parcel fabric and other property information;
- Training by OGRA staff for the operation of the Municipal Data Works software system, uploading information to the system, creating new layer (data inventories) and making corrections;

- Training by the Environmental Superintendent to familiarize the incumbent with the Ontario One Call system and locating procedures;
- Driver training and fuel systems handling policy.

6.0 PROJECT NEEDS ANALYSIS

Based on the requirements of the position the following will outline office, equipment requirements and any associated costs which would be included in the 2015 operational budget:

Equipment Required	Estimated Cost
Personal Protective Equipment	\$500.00
Workstation / Equipment	Cubical / workstation available Computer c/w MS Office and AutoCAD may be required \$1500.00
Transportation As May Be Required	Use of Existing City Vehicles
Training/Other Costs	\$500.00

7.0 BUSINESS CASE APPROVAL

The undersigned acknowledge that they have reviewed the Engineering Technician Intern Business Case and agree with the information presented within this document. Changes to this Business Case will be coordinated with, and approved by, the undersigned, or their designated representatives.

Prepared by:

Reviewed by:

Reviewed and Submitted for
Council's Consideration by:

D. Walsh, CET
Director of Public Works

K. Beauchamp, MCIP, RPP, CMO
Director of Comm. Growth & Planning

C. W. Oslund
City Manager

Instructions

Please note that the purpose of the Application Form is to determine potential eligibility of the Applicant and the proposed project. This form has been designed to allow clients to provide concise information. Additional information will be required if the Applicant and the project are deemed to meet initial requirements for eligibility.

Also note that the NOHFC will only consider providing assistance under one program for any project. Not all projects meeting the program criteria outlined will receive funding. Applications will be accepted under this program until March 31, 2017. This will be subject to change without prior notice.

For assistance with the Application Form, please contact a Ministry of Northern Development and Mines (MNDM) staff person at 1 866 711-8304 or visit the NOHFC web site at www.nohfc.ca

Please complete the Application Form and submit it to the NOHFC by email to nohfc.ndm@ontario.ca

Fields marked with an asterisk (*) are mandatory.

A. Application Checklist *

- My business / organization is located in [Northern Ontario](#)
- I have completed Sections A, B, C, D, E, F, G, and H of this form
- I have completed the funding table on Section G
- I have referred to the example provided in section E before completing the application
- I have completed the Consent Form at the end of this application

B. Assistance Received in Completing this Application

Have you worked with a MNDM, NOHFC or [Small Business Enterprise Centre](#) staff person in the development of your project / application?

Yes No

If yes, please indicate the staff person you worked with

[Anne Marie Leroy](#)

C. Applicant and Contact Information

Legal Name of Business / Organization (as printed on articles of incorporation, letters patent, or partnership registration) or individual (as printed on birth certificate, passport or Ontario driver's licence) *

[Corporation of the City of Temiskaming Shores](#)

Operating Name of Business / Organization *	Ontario Corporation Number
City of Temiskaming Shores	866343502RT001

Number of Employees	Number of Years in Business	Type of Workplace Insurance
100+	11	<input checked="" type="checkbox"/> WSIB <input type="checkbox"/> Alternate Workplace Safety Insurance Coverage

Type of Legal Entity of Applicant *

- Municipality
- Limited Liability Partnership
- General Partnership
- For-Profit (Business) Corporation
- First Nation
- Limited Partnership
- Sole Proprietorship
- Not-For-Profit Corporation
- Other (Specify) _____

Project Contact and Business / Organization Address

Last Name *		First Name *		Position (e.g. Manager)
Walsh		Douglas		Director, Public Works
Unit Number	Street Number *	Street Name *		PO Box
	325	Farr Drive		2050
City/Town *			Province *	Postal Code *
Haileybury			ON	P0J 1K0
Business Telephone Number *		Business Fax Number	Email Address	
705 672-3363 ext. 4126		705 672-2911	dwalsh@temiskmaingshores.ca	

C. Applicant and Contact Information (continued)

Briefly describe the nature of your business / organization, including its sector (e.g. manufacturing) *

The City of Temiskaming Shores is a municipal government that was created in 2004 through the amalgamation of the former communities of Dymond, New Liskeard and Haileybury. The city has a population of 10,500 and is the economic and service hub for the district of Timiskaming, servicing a population of approximately 33,000.

D. Project Information

The [Growth Plan for Northern Ontario](#) is a long-term strategic framework that will guide decision-making and investment planning in Northern Ontario. NOHFC's mandate and programs have been designed to align with the Growth Plan's key directions and existing and emerging priority economic sectors.

Does your business / organization fall under one of the priority economic sectors listed below? Yes No

If yes, please identify which priority sector(s) your business / organization falls under by checking all boxes that apply

- Advanced Manufacturing Agriculture, Aquaculture and Food Processing Arts, Culture and Creative Industries
- Digital Economy Forestry and Value-Added Forestry-Related Industries Health Sciences
- Renewable Energy and Services Minerals Sector and Mining Supply and Services Tourism
- Water Technologies and Services Transportation, Aviation and Aerospace

Please note that the **Consent Form** must be completed by the Project Contact and any other individuals associated with the Applicant who may be providing personal information to the NOHFC or to MNDM or its authorized program administrator on behalf of NOHFC. Please submit the completed Consent Form(s) along with the completed application form.

Title of Internship Position * Engineering Technician / Technologist	Project Location (Community) * Haileybury
Proposed Project Start Date (yyyy/mm/dd) * 2015/06/01	Proposed Project End Date (yyyy/mm/dd) * 2017/05/31

*Please note that the proposed Internship position cannot be used to replace an employee on maternity or paternity leave, an employee who is on short-term disability or an employee who has been laid-off.

Is this Internship position either displacing or replacing a position that previously existed within your organization? ... Yes No

E. Position Details / Job Description

Please refer to [an example below](#) on how to complete this section.

What is the purpose / objective of the proposed internship? *

With an aging workforce, succession planning is high on the City's priority list for the Public Works Department. The need for strong technical, computer and managerial skills has been identified and as the existing staff prepare for retirement, knowledge transfer becomes most important. It is the City's intention to select a candidate that is willing to remain in the community and become a valued full-time employee following the internship program, certification by the Ontario Association of Engineering Technicians and Technologists and any other additional required training programs.

The main purpose for the position is to provide continued engineering support for the Public Works Department in both the Transportation and Environmental Services divisions. Secondary to this work would be the implementation and and maintenance of the use of Municipal Data Works (MDW) software that is supported by the Ontario Good Roads Association and available to its members.

Based on GIS technology, the MDW software will assist in maintaining accurate inventories of all of the City's assets as well as being vital towards future updated versions of our Asset Management Plan.

What are the specific key duties and responsibilities that the intern will undertake during the course of the work placement? *

Provide engineering support for the Public Works Department in both the Transportation and Environmental Services

divisions by:

- Conducting field inspections during construction projects and service repair work;
- Coordinating the collection, verification and maintenance of all pertinent information/data related to municipal infrastructure;
- Completing an accurate inventory of all infrastructure to be included in Municipal Data Works and verify accuracy of the comprehensive Asset Management Plan;
- Updating the current Roads, Water and Sewer Needs Studies;
- Maintenance of the 911 municipal numbering system as well as the Entrance and Municipal Servicing permitting process; and
- Co-ordination of all Ontario One Call locate requests received by City to ensure compliance.
- Providing assistance with project development, management and administration.

Implementation of the use of Municipal Data Works software by:

- Refining, enhancing or developing an inventory system that will accurately reflect the information to be reported/recorded and tracked for current and future use;
- Entering all data to be included in Municipal Data Works in a manner that can be manipulated and updated as required;
- Provide in house training to other city staff members to ensure maximum use.

What is the educational background or field(s) of study being sought for the internship position? *

The ideal candidate will be a recent graduate of a post-secondary institution with a diploma in Civil Engineering Technology or equivalent. Co-op or summer employment experience in the Municipal Services field would be considered an asset.

Through the Ontario Association of Certified Engineering Technicians and Technologists the successful candidate would be required to complete two (2) years of work related training and as well as successfully complete a Professional Practice Exam to become Certified. (The Intern Work Plan is attached as Appendix #1 and the OACETT Certification process is outlined in Appendix #2 of the Application.) Therefore, the City of Temiskaming Shores is requesting that consideration be given towards a 2 year Engineering Technician / Technologist Intern position to coincide with the OACETT requirements for successful completion.

F. Supervision and Monitoring

Will the intern have access to daily, on-site supervision? * Yes No

Title of Supervisor's Position *
Director of Public Works

What qualifies the supervisor to provide the training and supervision for the proposed intern (e.g. previous supervisory experience, previous NOHFC interns, knowledge / experience in the field)? *

Douglas Walsh is a Certified Engineering Technologist with over 35 years of engineering, project management and supervisory experience. From 1978 until 1994 Douglas was employed as a Graduate Technologist, Sr Technologist and Project Administrator with consulting engineering firms located in Northern Ontario prior to being hired as the Director of Physical Services with the Town of Haileybury. In 2004 Douglas joined the Ontario Public Service as the Area Supervisor with the Ministry of Environment and from 2009 worked as the District Manager for the Ministry of Labour until his return the City of Temiskaming Shores as the Director of Public Works in 2011.

How will you measure the intern's progress and outcomes throughout the course of the placement (e.g. regular meetings, progress reports, performance development plans)? *

The supervisor will meet weekly with the intern to assign work, mentor, and monitor progress. The intern will attend monthly Public Works Committee Meetings to provide updates on the status of the work being completed and receive additional guidance and feedback. Performance Appraisals will be conducted at 3 month intervals throughout the work term.

G. Project Funding *

Please identify if you are a private or public sector applicant:

Private Sector Applicants

NOHFC assistance will be in the form of a conditional grant and will not exceed 50% of a recent graduate's wages to a maximum of \$31,500

Not For - Profit and Public Sector Applicants

NOHFC assistance will be in the form of a conditional grant and will not exceed 90% of a recent graduate's wages to a maximum of \$31,500

A. Number of Weeks	B. Hours Per Week	C. Hourly Rate	D. Total Wages Paid (A x B x C)	E. NOHFC Percentage of Wages	F. NOHFC Request (D x E)
52	35	\$20.00	\$36,400.00	86.5%	\$31,500.00

H. Other Information

Are you currently applying for or receiving funding from NOHFC for other internship positions or NOHFC programs? Yes No

If yes, list the file number(s) and status of the project(s)

I. Certification *

By checking the box to the left, as the Applicant or an authorized signing officer of the Applicant, I certify to NOHFC that the information contained in this Application Form, which includes the supporting documentation submitted herewith, is true and complete in all respects. If NOHFC discovers that the Application Form contains any material misrepresentation, this Application Form shall be deemed to be withdrawn immediately by the Applicant. I agree to provide any additional information that the NOHFC, MNM or its authorized program administrator may reasonably require for the purposes of assessing this Application Form and administering its program.

Name (First Name and Last Name) David B. Treen	Position (e.g. Manager) Municipal Clerk	Date (yyyy/mm/dd) 2015/03/18
---	--	---------------------------------

Contact the NOHFC

Northern Ontario Heritage Fund Corporation
70 Foster Drive, Suite 200
Sault Ste. Marie ON P6A 6V8
Telephone: 1 800 461-8329
Fax: 1 705 945-6701
E-mail nohfc.ndm@ontario.ca

Can You Help?

NOHFC is continually trying to improve the programming and outreach to a wide variety of organizations and individuals living and working in Northern Ontario. Will you help us evaluate our programming and marketing efforts by indicating which of the following descriptions apply to the Applicant? This information is being requested on a purely voluntary basis, you are free to refuse without any kind of penalty and, if you agree to provide it, the information will not be considered by NOHFC when evaluating your application. It will be used for statistical reporting and programming / marketing assessment purpose only.

If you are a private sector applicant, please check all boxes that apply to your business, where "ownership" refers to majority ownership or control.

- Aboriginal-Owned Business
- Francophone-Owned Business
- Metis-Owned Business
- Small-to-Medium Sized Business (Gross Income for the Preceding Fiscal Year of Less than \$5 million and with Fewer than 51 Employees)

Notice and Consent to the Collection, Use and Disclosure of Personal Information

From: David B. Treen, Municipal Clerk "you"
(print name of consenting individual) *

To: Northern Ontario Heritage Fund Corporation ("NOHFC")

Re: Corporation of the City of Temiskaming Shores
(print name of Applicant) (the "Applicant") *

To: Northern Ontario Internship Program
("the program") *

Authority for Collection

NOHFC's collection of personal information is governed by the *Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c. F.31 ("FIPPA"). Collection of personal information by NOHFC or by the Ministry of Northern Development and Mines ("MNDM") or NOHFC's authorized program administrator (the "Administrator") on behalf of NOHFC is necessary for administering NOHFC's financial assistance programs as authorized under the Northern Ontario Heritage Fund Act, R.S.O. 1990, c.N.5

Personal Information NOHFC Collects

NOHFC and MNDM and the Administrator on behalf of NOHFC may collect personal information that is necessary to properly administer the Program throughout the process of application, assessment, evaluation, and where applicable, implementation of the Applicant's project. Personal information may be collected from various project-related forms including the Application Form, the Business Plan (if applicable) and from written correspondence and any related documents provided by you. In addition, NOHFC and MNDM and the Administrator on behalf of NOHFC collect certain information about you from other persons and use and disclose this personal information as described in this form.

Personal information that may be collected from you:

1. name
2. birth date, address, telephone number, fax number, e-mail address
3. information relating to financial transactions in which you and/or the Applicant are/is or have/has been involved
4. employment history
5. education
6. social Insurance Number (during the Business Plan stage, if applicable) and
7. correspondence between you and NOHFC in relation to the Applicant's project

Personal information that may be collected from others (during the Business Plan stage, if applicable):

1. information relating to financial transactions in which you and/or the Applicant are/is or have/has been involved and
2. employment history, credit bureau reports, banking information, and opinions about you from personal and/or professional references

Use of Personal Information

NOHFC and MNDM and the Administrator on behalf of NOHFC may use your personal information to

1. obtain a credit bureau report about you, in the event the Applicant's project progresses to the Business Plan stage
2. obtain information about your business experience and financial transactions in which you and/or the Applicant are/is or have/has been involved from past and present employers, bankers, creditors and other references that you have provided to NOHFC, MNDM or the Administrator
3. determine the eligibility of the Applicant's project for NOHFC funding
4. assess, evaluate and verify information provided in NOHFC's project-related forms, all written correspondence and any documents provided by you and information received from third parties
5. administer the Applicant's project, where applicable and
6. contact you to administer the project and to seek feedback from you to administer, evaluate and improve the Program

Disclosure of Personal Information

NOHFC and MNDM and the Administrator on behalf of NOHFC may disclose your personal information to any one or more of the following

1. MNDM
2. other Ministries in the Ontario government
3. federal bodies
4. the Administrator
5. NOHFC's or MNDM's contractors
6. credit bureaus, banks and other persons with whom you have or have had financial dealings
7. personal and/or professional references and
8. collection agencies where necessary for the purposes set out below

The personal information collected will be disclosed with the parties listed above solely for the purposes listed in the "Use of Personal Information" section and for the collection of funding provided by NOHFC to the Applicant in the event the Applicant is in default under its funding agreement with NOHFC.

Consent *

- I am a principal (shareholder, director, officer or partner) of the Applicant or of a contributor to the project
- I am the Applicant or a contributor to the project
- Other (please explain your relationship with the Applicant here)

Municipal Clerk

- By checking this box, I acknowledge that I have read and understand the terms of this Notice and Consent form and consent to the collection, use and disclosure of my personal information as described in this form. I agree to take such steps as may be necessary to authorize my banker(s), accountant, solicitor and insurance agent to disclose to NOHFC and MNDM and the Administrator on behalf of NOHFC such information as may be required for the purposes set out above.

Print Name (first name and last name) *	Date (yyyy/mm/dd) *
David Treen	2015/03/18
Organization *	Position *
City of Temiskaming Shores	Municipal clerk

Contact

Questions about the collection of this personal information by NOHFC may be addressed to:

Executive Director
 Northern Ontario Heritage Fund Corporation
 Suite 200, Roberta Bondar Place, 70 Foster Drive
 Sault Ste. Marie ON P6A 6V8
 Telephone: 1 800 461-8329 or 705 945-6700

Use the example below to fill out Section E of the application

What is the purpose/objective of the proposed internship?

To purpose of the Cost Analysis Intern is to develop, implement and maintain an inventory control system and streamlined inventory processes.

What are the specific key duties and responsibilities that the intern will undertake to achieve the learning objectives?

Develop, implement and maintain an inventory control system by:

- Researching various systems utilized by other companies in a similar industry
- Investigate new available product lines
- Develop a report outlining the pros and cons of the available options, complete with costing, etc.

Develop inventory control processes by:

- Review existing inventory processes
- Investigate business practices and operations
- Conduct site reviews with floor staff to gain understanding of organizational needs
- Prepare a report of considerations and recommendations
- Implement approved process
- Report back on efficiencies

What is the educational background or field(s) of study being sought for the internship position?

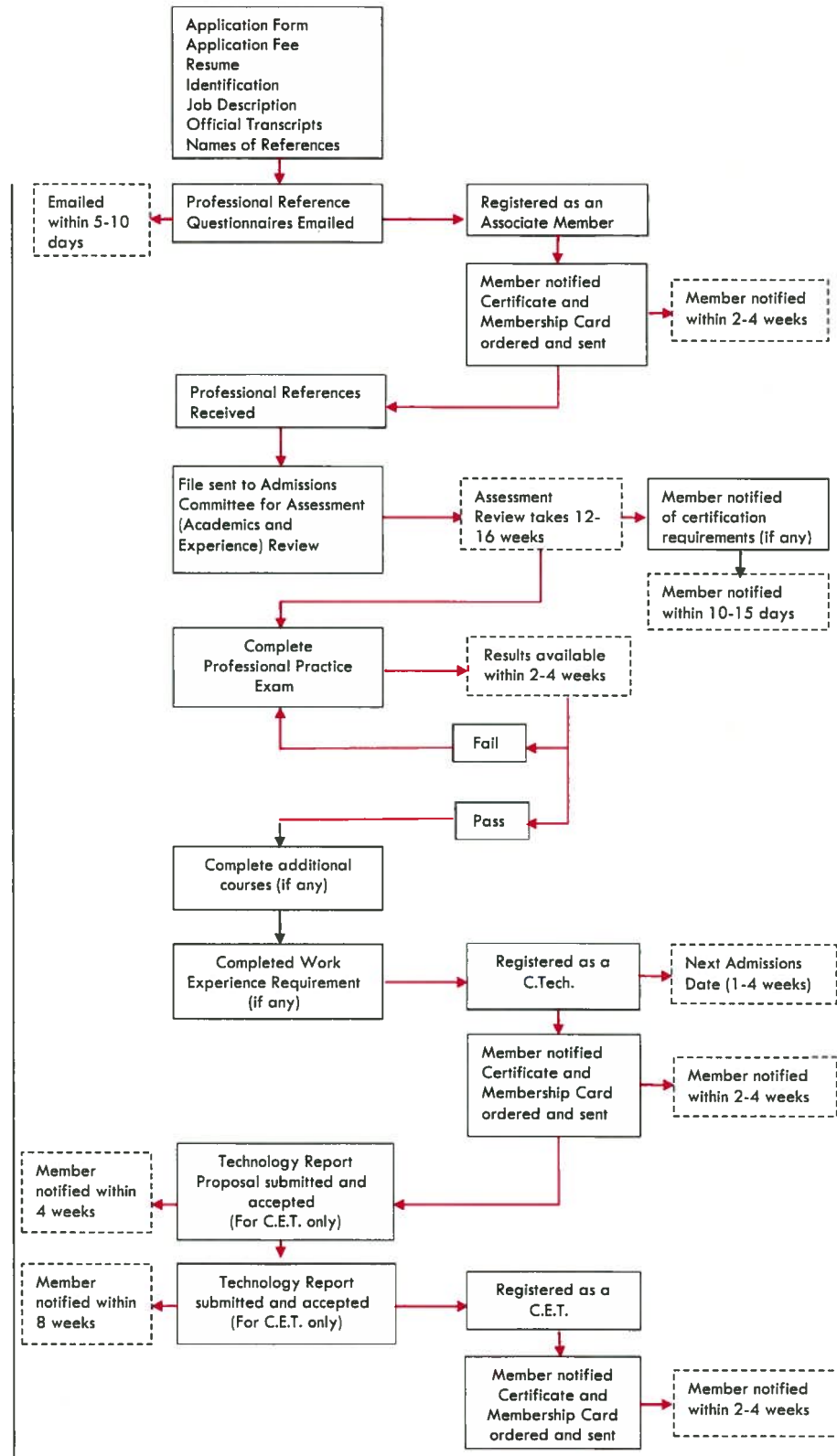
Graduate of post-secondary university with a degree in business administration or accounting. Graduates with an educational background in computer science will also be considered.

Appendix #1 Project Work Plan – Engineering Technician Intern

Project Task	Time Frame	Anticipated Results	Responsibility	Performance Indicator
Hire Engineering Tech Intern	May – June 2015	Advertise (May); Interview (June), Select (June)	City	Intern hired.
Registration of Engineering Tech with OACETT	June 2015	Associate Member application submitted.	Intern / Supervisor	Designation approved and received by Intern.
In-house Health & Safety Training & Orientation	June – July 2015	Training & Orientation completed.	City	Sign-off by Supervisor.
Assess existing asset inventory	July – Aug. 2015	Identify gaps in existing inventories and data sources.	Intern / Supervisor	Data Gaps identified.
Develop strategy to collect to fill information gaps	Aug 2015	Creation of standard data base formats and schedule for collection.	Intern / City	Standard data template designed and tested.
Introduction to Construction Inspection / Project Administration	Aug – Nov 2015 (part-time as required)	Administration and Inspection of small construction projects.	Intern / Supervisor	Completion of reports and as-constructed drawings.
Collection and correlating of asset data	Aug – Dec 2015 (ongoing)	Data collection and correlation to fill data gaps.	Intern / City	Systematic process for data collection that reduces repetition.
Municipal Service locating (ON One Call)	June – Dec 2015 (ongoing)	Locating City Infrastructure and Services as per Contractor Requests	Intern	Completion of all required paperwork to comply with legislated requirements.
Introduction to and training with Municipal Data Works (MDW) Software	Jan – Feb 2016	Training & Orientation completed.	Intern	Capability of creation of multi-layer, visual inventory of municipal assets.
Mid Project Report	Mar 2016	Mid Project report to update on the project status to the Ministry.	City	Successful completion of Project Tasks to date. Confirmation of second year funding.
Creation of multi-layer, visual inventory of municipal assets in MDW.	Mar –Dec 2016	Creation of data layers to illustrate all known municipal assets	Intern / Supervisor	User friendly visual data base for City Infrastructure and assets.
Construction Inspection / Project Administration	May – Nov 2016 (part-time as required)	Administration and Inspection of medium sized construction projects.	Intern / Supervisor	Completion of payments reports, construction reports and as-constructed drawings.
Profession Practise Exam (OACETT)	Jan – Mar 2017	Preparation and Registration for exam.	Intern / Supervisor	Successful completion of PE Exam.
Evaluation and Update MWD Information	Jan – June 2017	Ongoing analysis of all available data for infrastructure in a user friendly format.	Intern / City Staff	Completeness and accuracy of information.
Final Report	June 2017	Final report for the completion of the project to the Ministry.	City Staff	Completion and Submission of Final Report

APPENDIX #2 - OACETT REGISTRATION

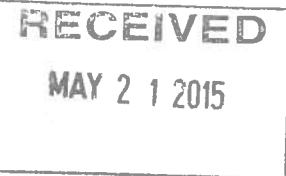
Flow Chart for a **typical** registration and certification process





Northern Ontario Heritage
Fund Corporation
Société de gestion du Fonds
du patrimoine du Nord
de l'Ontario

Honourable Michael Gravelle - Chair



Board of Directors

David Sinclair,
Vice Chair

Lorraine Irvine,
Vice Chair

Jason Corbett

Robert Fontaine

Victoria Hanson

Geordi Kakepetum

Sharon Hacio

Robert Norris

Marielle Brown

Michael Fox

Ella-Jean Richter

Carolyn Lane-Rock

James Caicco

James Beatty

Murray Scott

John Simperl

NOHFC File #8500713

May 15, 2015

Mr. Douglas Walsh
Director, Public Works
Corporation of the City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Haileybury ON P0J 1K0

Dear Mr. Walsh:

I am pleased to advise that your request for financial assistance from the Northern Ontario Heritage Fund Corporation (NOHFC) has been approved for an amount not to exceed thirty one thousand five hundred dollars (\$31,500). This funding is a conditional contribution toward your *Engineering Technician / Technologist* Intern placement for 52 weeks of employment to be completed within an 18 month time frame commencing on date of approval.

You may now proceed with hiring an eligible employee. Your Project Officer will contact you regarding placing the job advertisement, the employee verification process and the legal and contractual requirements for disbursement and administration of the contribution. If you have not selected, hired, and advised your Project Officer of an eligible candidate within 6 months of the date of this approval letter, NOHFC will close the file and this funding approval will automatically be withdrawn without further notice.

On behalf of the Board of Directors, please accept my best wishes.

Sincerely,

Michael Gravelle, MPP
Chair, Northern Ontario Heritage Fund
Minister of Northern Development and Mines

Subject: Funding Application for Canada 150
Community Infrastructure Program

Report No.: PW-033-2015
Agenda Date: June 2, 2015

Attachments

Appendix 01: Canada 150 Funding Guide and Application Form

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-033-2015;
2. That Council directs staff to submit an Application to the Canada 150 Community Infrastructure Program for Rehabilitation and Accessibility Upgrades to the New Liskeard Library.

Background

To mark the celebration of Canada's 150th Anniversary, the Government of Canada has introduced a funding program that will assist in the rehabilitation or improvement, including expansion of existing community infrastructure assets and facilities that promotes community and cultural benefits to the public. In Northern Ontario the Canada 150 Community Infrastructure Program will be administered by FedNor.

On May 28th staff met to review the funding program as well as the criteria included in the application, and the requirements for funding. Various projects were discussed and the New Liskeard Library was selected for further analysis.

Analysis

In 2014 Mitchell Architects was retained by the City, to conduct a building condition survey. In the resulting report, the consultants identified an estimated \$350,000 of improvements to the New Liskeard Library to ensure the continued structural integrity of the building.

The City of Temiskaming Shores is also taking considerable measures to improve the accessibility of public facilities in accordance with the *Accessibility for Ontarians with Disabilities Act (AODA)*. For this reason staff has also indicated that consideration should be given towards making the Library accessible.

Given that the New Liskeard Library is designated as a Heritage building, the exterior façade of the building must be maintained in its original state and modifications to the building should be minimal. Due to the footprint of the existing structure, the cost to complete accessibility upgrades at the rear of the facility as well as to all interior floors is expected to be significant.

City staff is recommending that an application be submitted under the Canada 150 program and that the rehabilitation and accessibility work at the New Liskeard Library be combined to form the basis of the funding application, the total cost of which is anticipated to be in the \$1M range. Based on the terms of the funding program, up to 50% of the total eligible project costs, to a maximum of \$500,000 may be received.

Financial / Staffing Implications

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

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

Should the funding application is approved, the proposed rehabilitation and facility upgrades would commence after April 2016, and completed by December 2017, with the municipality's portion of the costs budgeted as required.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Assets

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



Industry
Canada

Industrie
Canada

Canada

FedNor



Canada 150 Community Infrastructure Program Northern Ontario

The new Canada 150 Community Infrastructure Program is part of Canada 150 Celebrates, the Government of Canada's coordinated federal approach to mark the anniversary of Confederation. The program, which will leave a lasting legacy to communities across the country, supports the rehabilitation or improvement, including expansion, of existing community infrastructure assets and facilities that promotes community and cultural benefits for the public. FedNor, on behalf of the Government of Canada, will deliver the program in Northern Ontario.

The goal

Community-based facilities contribute to the quality of life in small communities and large urban centres across Canada. The 150th anniversary of Confederation provides Canadians with an opportunity to celebrate Canada's history, heritage, values and future by reinvesting in community infrastructure across the country.

Who can apply?

Organizations eligible to apply under the Canada 150 Community Infrastructure Program include:

- ✦ Municipal governments, aboriginal communities and their related entities
- ✦ Not-for-profit organizations

What are the funding conditions?

- ✦ Projects **must provide long-term benefits to a community,** leaving a meaningful and lasting legacy to Canada's 150th anniversary;
- ✦ Projects must be **community-oriented,** non-commercial in nature and **open for use to the public** and not limited to a private membership;
- ✦ Total Government of Canada funding cannot exceed 50% of the total eligible project costs to a **maximum federal contribution of \$500,000;**
- ✦ Projects must be **construction-ready, and fully completed by March 31, 2018.**

What is the application process?

FedNor will be accepting applications on a continuous basis starting Wednesday, May 20, 2015 until all funds are committed. Project approvals are contingent on project eligibility and funding availability.



CANADA 150
1867-2017

What projects are eligible?

Examples of the type of community infrastructure that can be supported include

- community and cultural centres
- museums
- libraries
- parks
- recreational facilities such as local arenas, gymnasiums, swimming pools and sports fields
- cenotaphs
- other existing community infrastructure that will have a public benefit

Other considerations

In Northern Ontario, preference may be given to projects that:

- require less than 50% funding
- can be materially completed by December 31, 2017

Expected results

The Canada 150 Community Infrastructure Program will leave a meaningful and lasting legacy to Canada's 150th anniversary. Expected results include:

- modernization of existing community infrastructure facilities or assets; and
- fostering of regional/community-based partnerships.

For more details on the Canada 150 Community Infrastructure Program, including full eligibility criteria, please visit the FedNor website at fednor.gc.ca/CIP



FedNor

Home

Canada 150 Community Infrastructure Program Guidelines

To mark the celebration of Canada's 150th anniversary, the Government of Canada is investing in the rehabilitation or improvement, including expansion, of existing community infrastructure assets and facilities. In Northern Ontario, the Canada 150 Community Infrastructure Program will be administered by FedNor.

Eligible Recipients

Organizations eligible to apply for funding under the Canada 150 Community Infrastructure Program include:

- Municipalities and First Nations in **Northern Ontario**;
- Not-for-profit organizations such as community, economic development and Aboriginal organizations, or industry and business associations;
- Provincial entities that provide municipal-type services to communities, as defined in provincial statutes; and,
- Public sector bodies that are established by or under provincial statute or by regulation or are wholly owned by a province or municipal government and provide municipal-type infrastructure services.

Eligible Projects

Eligible projects will be for the rehabilitation or improvement, including expansion, of *existing* infrastructure for public use or benefit that:

- provides long-term benefits to a community, will be viewed with pride by a community and leave a meaningful lasting legacy resulting from Canada 150 Community Infrastructure Program;
- is non-commercial in nature, open for use to the public and is not limited to a private membership; and,
- can be completed by March 31, 2018.

In **Northern Ontario**, preference will be given to projects that are construction ready, and can be materially (substantially) completed by December 31, 2017.

Projects must fall within the following categories to be eligible for funding:

- community centres;
- cultural centres;
- museums;
- libraries;
- parks;
- recreational facilities such as local arenas, gymnasias, swimming pools, and sports fields;
- cenotaphs; and,
- other existing community infrastructure that will have a public benefit.

Definitions

"Rehabilitation, improvement, including expansion" – Canada 150 Community Infrastructure Program funding is for the rehabilitation and improvement of existing infrastructure. Expansions such

as adding ramps to improve accessibility to a facility or adding a roof to an outdoor rink are eligible activities. Construction of new infrastructure is ineligible.

"For public use or benefit" – The facility or asset is accessible to the public and not limited to a private membership, or confers a tangible benefit on a sufficiently large segment of the public or community.

"Materially completed" – A project is considered to be materially complete when a substantial part of the improvement is ready for use or is being used for the purposes intended; costs for activities such as parking, paving, landscaping, exterior/interior finishes are potentially excluded from the definition of substantial completion.

Eligible Project Costs

Eligible costs are costs considered to be direct and necessary for the successful implementation of an eligible project, excluding those explicitly identified as ineligible costs, which are paid by an eligible recipient.

Eligible costs for support are as follows:

- costs that are incurred between April 1, 2016 and March 31, 2018;
- costs to rehabilitate or improve fixed capital assets of community infrastructure, including expansions;
- fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the rehabilitation or expansion project;
- costs of environmental assessments, monitoring and follow-up programs as required by the *Canadian Environmental Assessment Act* (CEAA) or equivalent legislation;
- costs of any public announcement and official ceremony or of any temporary or permanent signage that includes the cost of creation and posting of signage;
- other costs that are considered to be direct and necessary for the successful implementation of the project and that are approved in advance; and
- employee and other incremental costs.

Ineligible Project Costs

Costs related to the following items are ineligible costs for support under the program:

- project costs incurred before April 1, 2016 or after March 31, 2018;
- moveable equipment, including motorized vehicles such as Zambonis, snow groomers, and ATVs;
- services or work that is normally provided by the recipient or a related party;
- a recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically is costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the recipient's staff;
- the cost of feasibility and planning studies;
- taxes, such as GST and HST, for which the recipient is eligible for a tax rebate and all other costs eligible for rebates;
- the cost of land or any interest therein, and related costs;
- legal fees;
- routine maintenance costs;
- project administration costs that involve the salaries and benefits of existing staff and general administration costs unrelated to project implementation; and
- in-kind contributions (e.g. volunteer labour and equipment) that are included in the total project costs.

Funding

- financial assistance provided under this program will be in the form of non-repayable contributions;

- the amount of funding being requested under the Canada 150 Community Infrastructure Program cannot exceed 50% of the total costs of a project, up to a maximum of \$500,000;
- the maximum contribution from all Government of Canada sources (including the Canada 150 Community Infrastructure Program and other sources such as the Gas Tax Fund) cannot exceed 50% of the total costs of a project;

In **Northern Ontario**, preference may be given to projects that require less than 50% funding and have confirmed funding from other sources for projects starting prior to April 1, 2016.

Application Process

Project applications will be accepted on a continuous basis beginning on May 20, 2015. Eligible applicants may apply for more than one project, but must prioritize their projects in their application. Projects can be started and costs incurred as of the date of the application to FedNor, but eligible costs will not be supported by the Canada 150 Community Infrastructure Program prior to April 1, 2016.

Applications must include the following:

- a completed Canada 150 Community Infrastructure Program Application Form for Northern Ontario applicants;
- current financial statements;
- evidence of either confirmed or intended other sources of funding; and
- an endorsement by the appropriate authority or regulatory body.

Additional materials that an applicant may wish to provide to support their application include the following:

- if applicants have a long-term lease in place – provide written confirmation that you have permission from the owner to undertake improvements;
- for projects undertaking an expansion of a building – provide proof (such as blueprints) that the expansion is less than 50% of the existing square footage/footprint; and
- evidence that community-based partnerships have been formed in support of the implementation of the project.

Project applications will be assessed on the eligibility requirements and priority areas described above. FedNor may contact applicants for additional information or further detail as a review of the information is undertaken. Applicants cannot presume that financial support will be provided toward their project until written approval is obtained through a signed contribution agreement. Project approvals are contingent on project eligibility and funding availability.

Reporting Requirements

Successful applicants will be required to report to FedNor on project expenditures and activities and the results/outcomes of the project.

Expected Results

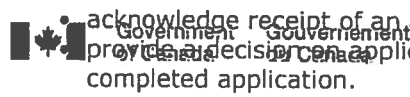
The Canada 150 Community Infrastructure Program will leave a meaningful and lasting legacy to Canada's 150th anniversary. Expected results include:

- modernization of existing community infrastructure facilities or assets; and,
- fostering of regional/community-based partnerships.

Service Standards

FedNor is committed to providing quality service to all applicants and funding recipients in the official language of their choice.

Our goal is to:

 acknowledge receipt of an application within three (3) working days; and, provide a decision on applications within eighty (80) working days of receipt of a fully completed application.



How to Apply

Please call 1-877-333-6673 to discuss your proposal with a **FedNor Officer** in your area or begin your application process.

Canada 150
Infrastructure
Application Form
(154 KB, 4 pages)

PDF Readers

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

- Please refer to the [Program Guidelines](#) on the website as it contains additional information that will assist you as you prepare your application.
- Please submit your application form by selecting the "Submit" button on the bottom of the form. Add all supporting documents to the email that is generated from "Submit"
- An applicant may submit multiple applications. A separate application must be submitted for each project, indicating the priority of each application in relation to the others.
- If you have any questions, please call 1-877-333-6673 or your local FedNor officer.

Questions with an asterisk * are mandatory.

APPLICANT INFORMATION							
<p>1. Legal name of Applicant: *</p> <p>Is operating name same as legal name? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>Operating name of Applicant (if different):</p> <hr/> <p>Headquarters Address: Street, Unit Number, etc. *</p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Country: Canada</td> <td style="width: 50%; border: none;">Province: Ontario</td> </tr> <tr> <td style="border: none;">City: *</td> <td style="border: none;">Postal Code: *</td> </tr> </table>	Country: Canada	Province: Ontario	City: *	Postal Code: *	<p>3. Last name of authorized person who will be the main contact for the project: *</p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Salutation: *</td> <td style="width: 50%; border: none;">First name: *</td> </tr> </table> <hr/> <p>Organization (if different from applicant):</p> <hr/> <p>Title: *</p> <hr/> <p>Business Telephone Number: * Extension</p> <hr/> <p>Mobile Telephone Number: *</p> <hr/> <p>Fax Number:</p> <hr/> <p>E-mail: *</p> <hr/> <p>Website:</p>	Salutation: *	First name: *
Country: Canada	Province: Ontario						
City: *	Postal Code: *						
Salutation: *	First name: *						
<p>2. Is the mailing address the same as the headquarters address? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>Mailing address: (* if different from above) Street, Unit Number etc.</p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Country: Canada</td> <td style="width: 50%; border: none;">Province: Ontario</td> </tr> <tr> <td style="border: none;">City: (* if different from above)</td> <td style="border: none;">Postal Code: (* if different from above)</td> </tr> </table>	Country: Canada	Province: Ontario	City: (* if different from above)	Postal Code: (* if different from above)			
Country: Canada	Province: Ontario						
City: (* if different from above)	Postal Code: (* if different from above)						

ORGANIZATION
<p>4. Applicant Type: (see Program Guidelines for additional information requirements) *</p> <p><input type="radio"/> Municipality;</p> <p><input type="radio"/> a First Nation;</p> <p><input type="radio"/> an Aboriginal Organization;</p> <p><input type="radio"/> an incorporated not-for-profit organization;</p> <p><input type="radio"/> a provincial entity that provides municipal-type infrastructure services to communities, as defined by provincial statute; and</p> <p><input type="radio"/> a public-sector body that is established by or under provincial statute or by regulation or is wholly owned by a province, municipal or regional government which provides municipal-type infrastructure services to communities.</p>
<p>5. Business Number (as provided by Canada Revenue Agency):</p>
<p>6. Multiple Applications: If you are submitting more than one application, please indicate the priority of this project in relation to the others. *</p> <p style="text-align: right;">Priority Number 1 of 1</p>

PROJECT INFORMATION				
<p>7. Project Title (use drop down list): *</p>				
<p>8. Is the project address the same as the headquarters address? * <input type="radio"/> Yes <input type="radio"/> No Project Address: Street, Unit Number, etc. *</p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">Country: Canada</td> <td style="width: 25%; border: none;">Province: Ontario</td> <td style="width: 25%; border: none;">City: *</td> <td style="width: 25%; border: none;">Postal Code: *</td> </tr> </table>	Country: Canada	Province: Ontario	City: *	Postal Code: *
Country: Canada	Province: Ontario	City: *	Postal Code: *	



9. Project Category: *	
<input type="radio"/> Library <input type="radio"/> Community Centre/Hall <input type="radio"/> Recreational Facility <input type="radio"/> Park <input type="radio"/> Cenotaph <input type="radio"/> Cultural Centre <input type="radio"/> Museum <input type="radio"/> Other (Specify below)	
10. Do you own the asset in which the infrastructure investment is being made? If the asset is not owned by the applicant, you must provide written confirmation that you have permission from the owner to undertake improvements. (see Program Guidelines) *	
<input type="radio"/> Yes <input type="radio"/> No	
11. Does the project result in increased square footage to an existing infrastructure asset? If yes, identify the percentage (%) increase to the infrastructure. (must not exceed 50 percent) *	
<input type="radio"/> Yes <input type="radio"/> No	
12. Project Description: Provide a description of the work to be completed. (see Program Guidelines) (500 characters or approximately 100 words) *	
13. Provide a rationale describing the specific problems or objectives this project will address. (500 characters or approximately 100 words) *	
14. Briefly describe the benefits to the community that will result from the project. (500 characters or approximately 100 words) *	
15. Describe how the project is linked to Canada's 150th anniversary of Confederation. (e.g., lasting impact of the infrastructure project or its contribution to modernizing Canadian infrastructure) (500 characters or approximately 100 words) *	
16. Is the asset open for use by the public? If yes, please describe the extent to which it is open to the public and identify any restrictions, existing or planned, to its use. (250 characters or approximately 50 words) *	
<input type="radio"/> Yes <input type="radio"/> No	
17. Describe the extent to which regional/community-based partnerships will be formed as a result of this project. (500 characters or approximately 100 words) *	
18. Project Start Date (YYYY-MM-DD) *	Project End Date (YYYY-MM-DD) (Cannot be after March 31 2018): *
a) Is this date flexible? <input type="radio"/> Yes <input type="radio"/> No	
19. State of Readiness	Expected Date / Explanation (mandatory if yes or no)
a) Are plans and specifications of the project prepared? *	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
b) Is the project ready for tender? *	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
c) All necessary municipal, provincial and federal permits and approvals have been secured. *	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
d) Has construction already started? If yes, provide details on the status of construction and clearly explain why government funding is required. *	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
ENVIRONMENTAL CONSIDERATIONS AND ABORIGINAL ENGAGEMENT	
20. Environmental Considerations (If yes, please provide an explanation)	Explanation (mandatory if yes)
a) Is the project located on federal lands? *	<input type="radio"/> Yes <input type="radio"/> No
b) Is the project deemed to be a 'designated project' under the Canadian Environmental Assessment Act, 2012? *	<input type="radio"/> Yes <input type="radio"/> No
21. Aboriginal Engagement (If yes, please provide an explanation)	Explanation (mandatory if yes)
a) Are Aboriginal groups or communities in the project area? *	<input type="radio"/> Yes <input type="radio"/> No
b) If yes to (a), could the project have an impact on those Aboriginal groups?	<input type="radio"/> Yes <input type="radio"/> No

GOVERNANCE AND MANAGEMENT

27. Describe the qualifications and related experience of the key individuals that will be responsible for managing and implementing the project. *

28. In addition to the funding partners, are there any other organizations who are involved with this project? * Yes No

a) If yes, provide the organization's name, nature of their involvement and attach a letter of support (Question 32) (if applicable). *

Organization Name	Nature of Involvement
	<input type="radio"/> Operational <input type="radio"/> Endorsement

29. Official language preferred for correspondence: * English French

ATTACHMENTS

30. Current Financial Statements * Yes No

31. Confirmation of other (non-FedNor) sources of funding * (mandatory if 'confirmed' or 'intended' funding is selected in Question 24). Yes No

32. Attach additional files that may support the assessment of your application, such as a project plan, letters of support, regulatory approvals and resolutions to proceed with the project. Yes No

CERTIFICATION

On behalf of the Applicant, I hereby acknowledge and certify that:

- (a) I have read and understand this Application and Program Guidelines, and will submit all the required information with this application. I understand that incomplete applications cannot be assessed and will be deemed ineligible.
- (b) I have authority to submit this application on behalf of the applicant.
- (c) The information provided herein is complete, true and accurate and I covenant that any other information given in the future in connection with the carrying out of the project will also be complete, true and accurate.
- (d) Financial assistance from Industry Canada/FedNor is a significant factor in the decision to proceed with this project, and I represent that this project would not otherwise be completed by March 31, 2018, without the federal funding requested.
- (e) Project costs incurred by the Applicant in the absence of a signed funding agreement with Industry Canada/FedNor are incurred at the sole risk of the Applicant and, even if the project is approved for funding any such costs may not be considered eligible for Industry Canada/FedNor assistance.
- (f) I authorize Industry Canada/FedNor, its officials, employees, agents and contractors to make enquiries of such persons, firms, corporations, federal, provincial and municipal government departments/agencies, First Nations and Aboriginal organizations, and not-for-profit, economic development or other organizations as may be appropriate, and to collect and share information with them, as Industry Canada/FedNor deems necessary in order to assess this application, to administer and monitor the implementation of the project, and to evaluate the results of the project and this program.
- (g) Information provided to Industry Canada/FedNor will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern the use, protection and disclosure of personal, financial and technical information by federal government departments and agencies. Information provided to Industry Canada/FedNor is secured from unauthorized access.
- (h) The Applicant has not engaged any person to solicit financial assistance for a commission, contingency fee or other form of consideration dependent upon the approval of this application for financial assistance.
- (i) Any person who has been lobbying on behalf of the Applicant to obtain a contribution as a result of this application is registered pursuant to the *Lobbying Act* and was registered pursuant to that Act at the time the lobbying occurred. Where the lobbying duties of the employees of the Applicant constitute a significant part of the employee's duties, the Applicant is in compliance with the *Lobbying Act*.
- (j) Any former public office holder or public servant employed by the Applicant is in compliance with the provisions of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* and the *Conflict of Interest Act*.
- (k) The Applicant agrees to ensure that main signage related to the project is in both official languages, as may be required where a project supports activities that may impact members of either official language community.
- (l) As part of its project assessment process, Industry Canada/FedNor requires that, where applicable, all projects conform with the *Canadian Environmental Assessment Act, 2012*.
- (m) Funding of the project may be subject to prior consultation with Aboriginal communities by Industry Canada/FedNor.
- (n) This application does not constitute a commitment Industry Canada/FedNor for financial assistance.

I have read and understand the Certification. I voluntarily consent to the collection, use and disclosure of information as described. (You should keep a copy for your records).

Name: *

Title: *

**THE CITY OF TEMISKAMING SHORES
JANUARY - MAY 2015 YEAR-TO-DATE
CAPITAL FINANCIAL REPORT**

**Capital Financial Report
as at May 2015
(k\$)**

NOTE: The January - May monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2015-073 passed on April 7, 2015.

Distribution List

Mayor and Council	Doug Walsh, Director of Public Works
Chris Oslund, City Manager	Tammie Caldwell, Director of Leisure Services
Tim Uttley, Fire Chief	Shelly Zubyck, Director of Corporate Services
Dave Treen, Municipal Clerk	Karen Beauchamp, Director of Community Growth & Planning

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

29-May-15

TABLE OF CONTENTS

- 1.0 Executive Summary
 - 1.1 Summary - Capital Revenues & Expenditures
- 2.0 Capital Summary
 - 2.1 Analysis
 - 2.2 General Capital Revenues & Expenditures
 - 2.3 Waterfront Development Project
 - 2.4 Environmental Capital Revenues & Expenditures

SUMMARY - OPERATIONS AND CAPITAL
Revenues and Expenditures
as at May 2015

	2015 Total Budget	Actual	2015 YTD		% Change
			Total Budget	Variance B/(W)	
CAPITAL					
Revenues					
Capital - General	6,454.7	279.7	6,454.7	(6,175.0)	-95.7%
Capital - Environmental	6,151.9	836.0	6,151.9	(5,315.9)	-86.4%
Total Revenues	12,606.6	1,115.7	12,606.6	(11,490.9)	-91.1%
Expenditures					
Capital - General	7,508.3	649.0	7,508.3	6,859.3	91.4%
Capital - Environmental	6,851.0	191.8	6,851.0	6,659.2	97.2%
Total Expenditures	14,359.3	840.8	14,359.3	13,518.5	94.1%
Net Position Capital	(1,752.7)	274.9	(1,752.7)	(2,027.6)	115.7%

2.0 Capital Summary

2.1 Analysis

The City of Temiskaming Shores 2015 Capital projects budget for both general and environmental is \$14,349.3K. The capital program is composed of \$7,498.3K of general capital and \$6,851.0K of environmental capital.

The 2015 Capital project budget consists of 38 projects, 31 in general, and 7 in environmental.

General Capital Projects:

A majority of the projects are underway.

By-law 2015-101 approved Emergency Repairs to the storm sewer infrastructure located at 182 Pine Street West. The total cost inclusive of non-refundable HST is \$63.8K. There is currently no capital budget allocation to fund this project.

Environmental Capital Projects:

All projects are underway.

Environmental appears to be in a net surplus position as funding from \$836K

By-law 2015-100 approved Emergency Repairs to the watermain infrastructure located in McDonough Heights. The total cost inclusive of non-refundable HST is \$69.4K. There is currently no capital budget allocation to fund this project.

By-law 2015-102 approved Emergency Repairs to the sanitary sewer infrastructure located on Rebecca Street. The total cost inclusive of non-refundable HST is \$76.0K. There is currently no capital budget allocation to fund this project.

GENERAL CAPITAL
Revenues & Expenditures
as at May 2015

Department	Project	2015			%	G	Y	R
		Total Budget	Actual	Budget				
REVENUES:								
	Transfer from Reserves	405.3		405.3	(405.3)			
	Accessibility Funding	50.0	50.0	50.0	0.0			
	Borrowing	2,150.6		2,150.6	(2,150.6)			
	Canadian Solar Partnership	13.6		13.6	(13.6)			
	Lighting Incentive Program	94.0		94.0	(94.0)			
	Federal Gas Tax	1,071.6		1,071.6	(1,071.6)			
	Provincial Gas Tax	357.0		357.0	(357.0)			
	Dymond Industrial Park Funding	443.5	46.2	443.5	(397.3)			
	Uno Park Bridge Funding	75.7	75.7	75.7	0.0			
	STATO Partnership	160.0		160.0	(160.0)			
	Waterfront Development Funding	1,633.4	107.8	1,633.4	(1,525.6)			
Total Revenues		6,454.7	279.7	6,454.7	(6,175.0)			
EXPENDITURES:								
Corporate Services:	Capital Contingency Fund	100.0	0.0	100.0	100.0			
	Computer Hardware	50.7	14.9	50.7	35.8	95%	X	
Property Mtnce:	NL Community Hall Heating Upgrades	20.0	0.0	20.0	20.0			
	NL Community Hall Engineering	10.0	0.0	10.0	10.0			
	Pool Dehumidification Upgrades	25.0	4.8	25.0	20.2	95%	X	
	Hlby Station Review/Design	15.0	0.0	15.0	15.0	25%	X	
	Roofs (Dym Comm Hall/Hlby Lib)	133.0	0.0	133.0	133.0	50%	X	
	Haileybury Arena Roof Replacement	102.0	0.0	102.0	102.0	50%	X	
	Haileybury Arena Entrance Engineering	10.0	0.0	10.0	10.0			
	PFC Accessible Entrance Upgrades	125.0	1.3	125.0	123.7	50%	X	
	PW#1 Bldg Energy Upgrades	60.0	0.0	60.0	60.0	10%	X	
	NL Library Stabilization	30.0	0.0	30.0	30.0	15%	X	
FEMS:	Live Fire Training Facility	2.4	0.0	2.4	2.4		X	
	Firefighting Equipment	30.5	5.8	30.5	24.7	50%	X	
Public Works:	Dymond Industrial Park	1,699.8	199.1	1,699.8	1,500.7	30%	X	
	2015 Road Program	1,071.6	0.0	1,071.6	1,071.6	10%	X	
	Uno Park Bridge	220.0	22.4	220.0	197.6	50%	X	
	Street Light Upgrades	810.0	0.0	810.0	810.0	35%	X	
	Municipal Data Works System	25.0	0.0	25.0	25.0			
	182 Pine Street West Emergency Repair	0.0	63.8	0.0	-63.8	100%	X	
Solid Waste:	Landfill Site Expansion	200.0	86.7	200.0	113.3	25%	X	
Transit:	Bus Shelters	7.0	0.0	7.0	7.0			
	Transit Buses	478.7	0.0	478.7	478.7	75%	X	
Fleet:	Loader (annual capital lease payments)	36.4	15.9	36.4	20.5	100%	X	
	Pumper	52.8	0.5	52.8	52.3	100%	X	
	Sanders	24.0	0.0	24.0	24.0	75%	X	
	Pick Up Crew Cab	35.0	0.0	35.0	35.0	35%	X	
Leisure Services:	Pete's Dam Bridge	112.0	0.0	112.0	112.0	50%	X	
	PFC Weight Room Floor	24.0	0.0	24.0	24.0			
	STATO Project	160.0	0.0	160.0	160.0			
	Dymond Kinsmen Park	8.0	0.0	8.0	8.0	25%	X	
	Floor Machine	7.5	0.0	7.5	7.5	100%	X	
	Hlby Beach Mushroom	8.0	0.0	8.0	8.0			
	Waterfront Development	1,814.9	233.8	1,814.9	1,581.1		X	
Total Expenditures		7,508.3	649.0	7,508.3	6,859.3			
Net Position		(1,053.6)	(369.3)	(1,053.6)	(13,034.3)			

WATERFRONT DEVELOPMENT PROJECT
as at May 2015

Project	Total Budget	2014 Actual	YTD Actual	2015		Variance B/(W)	%	G	Y	R
				Budget						
Waterfront Stabilization & Beautification	742.0	0.0	23.5	742.0		718.5	60%	X		
Boardwalk Demolition and Replacement (including lighting upgrades)	356.1	323.2	0.0	32.9		32.9	100%	X		
Accessible Landscaping	250.0	0.0	0.0	250.0		250.0	50%	X		
Farmer's Market	300.0	0.0	0.0	300.0		300.0				
Spurline Building Renovations	40.0	11.7	13.4	28.3		14.9	90%	X		
Bucke Park Water and Septic Upgrades	130.0	13.3	11.7	116.7		105.0	40%	X		
Professional Services (Engineering)	100.0	7.7	15.1	92.3		77.2	80%	X		
Marina Refurbishment and Electrical Upgrades	303.9	51.2	170.2	252.7		82.5	95%	X		
	2,222.0	407.1	233.9	1,814.9		1,581.0				

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at May 2015
(\$K)

	2015				%	G Y R		
	Total Budget	Actual	Budget	Variance B/(W)				
REVENUES:								
Public/Private Partnership	124.9	0.0	124.9	(124.9)				
Funding - Looping Project	1,199.5	836.0	1,199.5	(363.5)				
Funding - Gray Road Project	2,697.8	0.0	2,697.8	(2,697.8)				
Transfer from Reserves	2,129.7	0.0	2,129.7	(2,129.7)				
Total Revenues	6,151.9	836.0	6,151.9	(5,315.9)				
EXPENDITURES:								
Gray Road Lift Station	4,165.0	21.2	4,165.0	4,143.8	10.0%	x		
Beach Gardon Trunk Sanitary	450.0	4.2	450.0	445.8		x		
NL Water Supply-Dymond Link	1,634.5	21.0	1,634.5	1,613.5	25.0%	x		
Communication Upgrades NL/Dym	325.0	0.0	325.0	325.0	50.0%	x		
Vehicle Replacements	100.0	0.0	100.0	100.0	35.0%	x		
NL Reservoir Pump Upgrades	9.0	0.0	9.0	9.0		x		
Hlby WTP Roof Replacement	167.5	0.0	167.5	167.5	50.0%	x		
Rebecca Street Emergency Repairs	0.0	76.0	0.0	(76.0)	100.0%	x		
McDonough Heights Emergency Repairs	0.0	69.4	0.0	(69.4)	100.0%	x		
Total Expenditures	6,851.0	191.8	6,851.0	6,637.1				
Net Position	(699.1)	644.2	(699.1)	(11,953.0)				



Memo

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: May 29, 2015
Subject: Scotia Leasing Credit Facility

Mayor and Council:

An email was received from Shawn Lacarte, the City's account relationship manager with Scotiabank, regarding a resolution of Council authorizing leases as requested by Scotiabank's leasing department.

In January of each year, Council passes a by-law authorizing borrowing from time to time to meet current expenditures during the fiscal year. The by-law does not identify leases as an approved credit facility.

The City has been utilizing its equipment lease line in the 2014 and 2015 capital budgets to purchase large fleet equipment. The resolution is a condition specific to the Scotia Leasing credit facility.

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2015-CS; and
2. That Council approves the use of leases as a credit facility option for the purchase of equipment.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

"original signed by"

Laura Lee MacLeod
Treasurer

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-118

Being a by-law to enter into a Lease Agreement with the Little Claybelt Homesteaders Museum

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

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

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

And whereas the Council of The Corporation of the City of Temiskaming Shores desires to enter into a Lease Agreement with the Little Claybelt Homesteaders Museum.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Little Claybelt Homesteaders Museum, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

This agreement made the 2nd day of June, 2015.

Between:

The Corporation of the City of Temiskaming Shores

(Hereinafter called the "City")

And:

The Little Claybelt Homesteaders Museum

(Hereinafter called "LCHM")

Witnesses that in consideration of the rents reserved and the covenants and provisos herein contained on the part of LCHM, the City hereby leases to LCHM certain buildings situated in the City of Temiskaming Shores, District of Timiskaming on Part of Lot 8, Concession 3 Dymond Township, known municipally as 883356 Highway 65.

That the aforementioned buildings are hereby identified on Appendix 01 attached hereto and form part of this agreement.

That LCHM shall be permitted to occupy the buildings for a twenty-year term commencing on the **1st day of June, 2015** and ending on the **31st day of May, 2035.**

The rent in respect of the occupation of the buildings shall be the sum of **\$1,000.00 + HST per annum**, payable on the 1st day of June each year commencing June 1, 2016.

Little Claybelt Homesteaders Museum Covenants

- To pay all utilities related to the occupation of the buildings during the term of the Lease;
- To comply and conform with the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the occupation of the buildings;
- During the term of the lease, and any extension thereof, to keep the interior of the buildings, fixtures and fittings therein in good repair;
- During the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect public liability insurance applying to all operations of LCHM, which include bodily injury liability and property damage liability for not less than \$2,000,000.00 per occurrence. LCHM shall produce to the City a Certificate of Insurance confirming the above coverage on an annual basis;

- Not to make or permit to be made any major structural alteration, addition, change or improvement to the buildings without obtaining the prior written approval of the City, which approval shall not be unreasonably withheld;
- To permit the City, at all reasonable times, to enter and view the state of repair of the buildings;
- Not to permit the buildings to be used for any purpose other than to carry on the business of a community museum/interpretative centre.

City of Temiskaming Shores Covenants

- Maintain the lands (not including buildings) at no charge to the LCHM. This maintenance will include regular grass cutting, summer grading of parking areas and snowplowing/ sanding of parking areas in the winter as per the City’s winter maintenance schedule;
- To maintain the exterior of the buildings including, but not limited to, siding, roofs, foundations and windows and keep them in a reasonable state of repair;
- To pay any property taxes and levies that may become due and payable including any water and sewage charges;
- To pay fire and property insurance premiums on the buildings.

Provisions

Provided always and it is hereby agreed as follows:

1. Amendments

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

2. Effect of Agreement

This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, as the case may be, of each (and every) of the parties hereto, and where there is more than one tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

3. Notices

All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:



The Corporation of the City of Temiskaming Shores

By-law No. 2015-119

Being a by-law to enter into an agreement with Midwestern Line Striping Inc. for the Supply of Roadway Centre and Edge Line Painting Services within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-028-2015 at the June 2nd, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Midwestern Line Striping Inc. for the Supply of Roadway Centre and Edge Line Painting Services for consideration at the June 2nd, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Midwestern Line Striping Inc. for the Supply of Roadway Centre and Edge Line Painting Services at various locations in the City of Temiskaming Shores, in the amount of \$34,525.59 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-119

Agreement between

The Corporation of the City of Temiskaming Shores

and

Midwestern Line Striping Inc.

for the Supply of Roadway Centre
and Edge Line Painting Services

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Midwestern Line Striping Inc.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply of Roadway Centre and Edge Line Painting Services
Tender No. PWO-RFT-003-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Thirty-Four Thousand Five Hundred and Twenty-five Dollars and Fifty-nine Cents (\$34,525.59) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Midwestern Line Striping Inc.
P.O. Box 159
Clarksburg, ON;
N0H 1J0

The Owner

**Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

The Director:

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

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

Signed and Sealed in)
the presence of)

Contractor)
(if applicable))

Municipal Seal)

Midwestern Line Striping Inc.

President – Sharon Harbottle

Witness

Name: _____

Title: _____

Corporation of the City of Temiskaming Shores

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-119

Form of Agreement



Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

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

Section 1

ITEM	QUANTITY	DESCRIPTION	QUOTED BID PRICE PER LM	TOTAL
1	68,991 linear meters	68,991 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be painted in yellow centre line.	• 228	\$ 15,729.95
2	82,437 linear meters	82,437 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be painted in white edge line.	• 228	\$ 18,795.64
			SUB TOTAL	34,525.59
			H.S.T.	4,488.33
			TOTAL	39,013.92

Page 1 of 6 to be submitted




I/We Sharon Harbottle of Midwestern offer to supply the requirements stated within.

the corresponding total cost of \$ 39,013.92 Tax included.

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

I/We will deliver the required services / equipment within 30 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 19 day of MAY 2015

<p>Company Name</p> <p>MIDWESTERN LINE STRIPING INC</p>	<p>Contact name (please print)</p> <p>SHARON HARBOTTLE</p>
<p>Mailing Address</p> <p>Box 159 Clarksburg On N0H1J0</p>	<p>Title</p> <p>President</p>
<p>Postal Code</p> <p>N0H1J0</p>	<p>Authorizing signature</p>  <p>"I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone</p> <p>519.599.2775</p>	<p>Fax</p> <p>519.599.4578</p>
<p>Cell Phone if possible</p> <p>705 446 6010</p>	<p>Email</p> <p>midwestern@roadpainting.ca</p>



City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting

Non Collusion Affidavit

I/ We Sheron Macbottle of Midwest the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.


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

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

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

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

Dated at CLARKSBURG this 19th day of MAY, 2015

Signed 
Company Name MidWestern Line Striping Inc
Title President



**City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at Clarksburg this 19 day of May, 2015.

Firm Name midwestern Line Striping Inc

Bidder's Authorization Official Sharon Harbottle

Title President

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)
N/A.		
WILL USE OWN FORCES		

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

Signed by Company Official

Sharon Marbottle

Printed

Signed

Page 5 of 6 to be submitted



Schedule B

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name Sharon Harbottle Company Name Midwestern Line Striping Inc.
Phone Number 519 599 2775 Address Box 159 Clarksburg Ont N6M1J0

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

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

Date: May 19, 2015



**City of Temiskaming Shores
PWO-RFT-003-2015
Roadway Centre and Edge Line Painting**

Schedule C - Performance Evaluation (for City Use only)

Vendor's Name <i>Midwestern Line Striping Inc</i>		Telephone <i>519 599 2775</i>	
Address <i>Box 159 CLARKSBURG CNT NOH1JC</i>		Postal Code <i>N0H1JC</i>	
Vendor's Representative <i>Sharon Harbottle</i>			
Contract Description; PWO-RFT-003-2015 Centre and Edge Line Painting			
Awarded Contract Value		Actual Contract Value	
Cost Centre 1.0610.3123.4.03.3405	District/Region/Branch	City Contact Person; Doug Walsh	Division; Public Works
Scheduled Start; Date of Individual Council Resolution	Actual Start;	Scheduled Completion; June 19 th , 2015	Actual Completion

Performance Rating

O-Outstanding G-Good F-Fair P-Poor	Rate	Comments
1. Quality of Work Performed		
2. Ability of Employees used for work		
3. Scheduling and Coordination		
4. Availability of Equipment and Employees		
5. Equipment/Procurement & Delivery		
6. Condition and Suitability of Equipment		
7. Cooperation of Municipality and Employees		



8. Cooperation with outside Agencies		
9. Conformity to Pertinent Acts and Regulations		
10. Safety (Overall)		
11. Quality of Supervision		
12. General Housekeeping		
13. Responses to Unplanned Changes		
14. Other (Specify)		
Causes for Delays (if any)		
Liquidated Damages (itemize)		

*

Future Recommendations: Provider recommended for future work	Yes	No (explain)
Comments:		
Department Director	Date	
Title	Project Coordinator	
Company Representative		

* To be completed at the end of the service period

The Corporation of the City of Temiskaming Shores

By-law No. 2015-120

Being a by-law to enter into an agreement between the Corporation of the Township of Harley and the Corporation of the City of Temiskaming Shores for the provision of road services and repairs of boundary roads – Uno Park Road

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

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

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

And whereas under Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

And whereas under Section 27 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway;

And whereas Council for the City of Temiskaming Shores considered Administrative Report CS-022-2015 at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with the Township of Harley for the maintenance of a boundary line known as Uno Park Road;

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

1. That the Township of Harley and the City of Temiskaming Shores hereby enter into an agreement for the maintenance of a shared boundary road locally known as **Uno Park Road**, a copy of which attached hereto as Schedule "A" and forming a part of this by-law.
2. That the Mayor and Clerk be hereby authorized to sign the agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. That such agreement shall be in effect until reasonable notice of intent to amend or terminate the subject agreement is given by either party.
4. That By-law No. 1350 of the former Township of Dymond is hereby repealed.
5. That this by-law shall come into force and take effect on the date of passage hereof and remain in force and effect until repealed.
6. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-120

Uno Park Road
Maintenance Agreement with
Harley Township

This agreement made in duplicate this 2nd day of June, 2015;

Between:

The Corporation of the City of Temiskaming Shores

Party of the first part

("Temiskaming Shores")

And:

Township of Harley

Party of the second part

("Harley")

Witness that it is hereby agreed by the two above parties to distribute the responsibilities for road services on boundary road **Uno Park Road** in accordance to the provisions contained herein.

1. Road Services

Road Services shall include the following general activities:

- a) entrance regulations;
- b) overloading enforcement;
- c) routine patrols;
- d) maintaining an acceptable road surface condition including resurfacing;
- e) providing reasonable preventative maintenance to maximize the preservation of the existing standard;
- f) providing other road service operations such as plowing, sanding, mowing, brushing, ditching, grading, dust suppression, culvert thawing, scarifying and replacing driveway culverts and road crossing culverts smaller than 1 metre, to reasonable standards agreed to by both parties.

2. Capital Improvements

This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing and structures. Where such improvements are proposed by the responsible municipality, the following shall be considered:

- a) approval of scope and nature of the project by the other party;
- b) support of 50% of costs by the other party;
- c) lead management of the project to be taken by the responsible party.

3. Exchange of Billing

This agreement does not recognize the need for exchange of billing or correcting any imbalance in such reasonable costs incurred under article 1 above from year to year, except for circumstances outlined in article 2 above.

4. Road Sections of Responsibility

Those sections of Uno Park Road subject to the responsibility of the parties are as shown on Appendix 01, attached hereto and forming part of this agreement.

5. Maintenance Liability

The other party shall not, without prior approval from the responsible party, enter on the subject roadway to perform road services, or exercise municipal jurisdiction over road related matters.

The liability for the maintenance and condition of the subject roadway shall remain with the responsible party.

6. Withdrawal of Services

The parties hereby agree to abide by the conditions contained herein until written notice to withdraw from this agreement is appropriately given by one party to the other.

Any such notice of withdrawal shall not take effect for one calendar year based on the date of notice.

7. Execution of Agreement

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Corporation of the Township of Harley

Reeve – Pauline Archambault

Clerk-Treasurer – Michel Lachapelle

Municipal Seal)

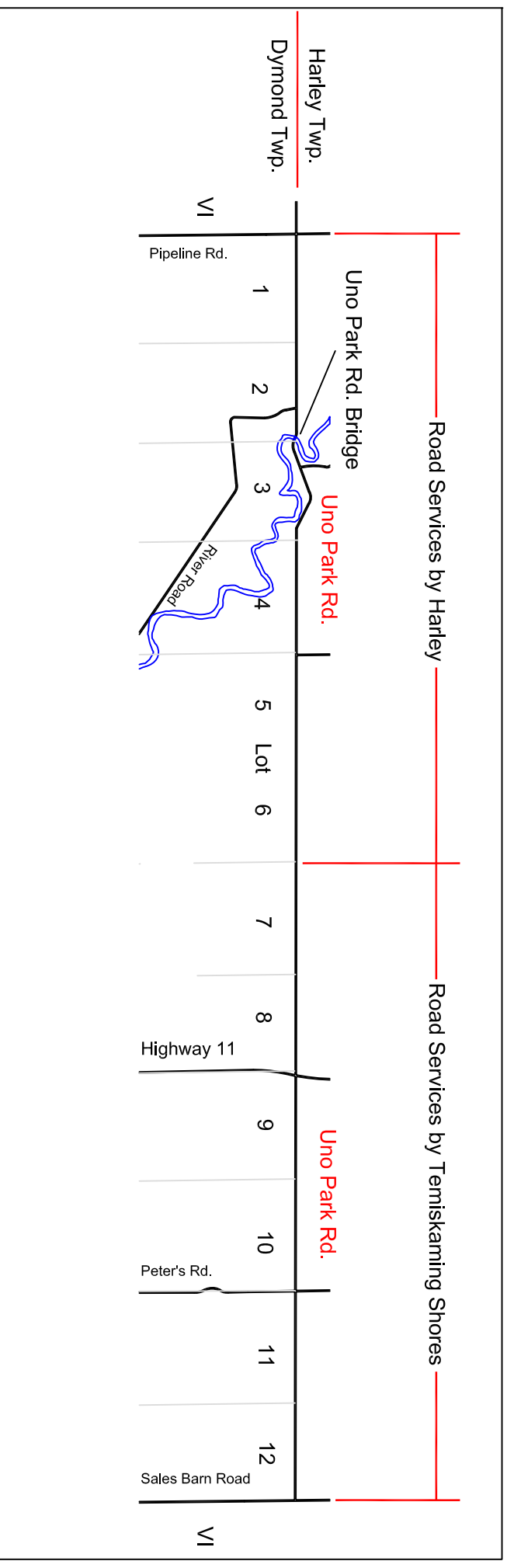
**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores
Uno Park Road Maintenance

Appendix 01 to Schedule "A" to
By-Law No. 2015-120



The Corporation of the City of Temiskaming Shores

By-law No. 2015-121

Being a by-law to enter into an agreement between the Corporation of the Township of Harris and the Corporation of the City of Temiskaming Shores for the provision of road services and repairs of boundary roads – Sales Barn Road

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

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

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

And whereas under Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

And whereas under Section 27 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway;

And whereas Council for the City of Temiskaming Shores considered Administrative Report CS-022-2015 at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with the Township of Harris for the maintenance of boundary line known as Sales Barn Road for consideration at the June 2, 2015 Regular meeting of Council;

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

1. That the Township of Harris and the City of Temiskaming Shores hereby enter into an agreement for the maintenance of a shared boundary road locally known as Sales Barn Road, a copy of which attached hereto as Schedule "A" and forming a part of this by-law.
2. That the Mayor and Clerk be hereby authorized to sign the agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. That such agreement shall be in effect until reasonable notice of intent to amend or terminate the subject agreement is given by either party.
4. That By-law No. 1359 of the former Township of Dymond is hereby repealed.
5. That this by-law shall come into force and take effect on the date of passage hereof and remain in force and effect until repealed.
6. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-121

Sales Barn Road
Maintenance Agreement with
Harris Township

This agreement made in duplicate this 2nd day of June, 2015;

Between:

The Corporation of the City of Temiskaming Shores

Party of the first part

("Temiskaming Shores")

And:

Township of Harris

Party of the second part

("Harris")

Witness that it is hereby agreed by the two above parties to distribute the responsibilities for road services on boundary road Sales Barn Road in accordance to the provisions contained herein.

1. Road Services

Road Services shall include the following general activities:

- a) entrance regulations;
- b) overloading enforcement;
- c) routine patrols;
- d) maintaining an acceptable road surface condition including resurfacing;
- e) providing reasonable preventative maintenance to maximize the preservation of the existing standard;
- f) providing other road service operations such as plowing, sanding, mowing, brushing, ditching, grading, dust suppression, culvert thawing, scarifying and replacing driveway culverts and road crossing culverts smaller than 1 metre, to reasonable standards agreed to by both parties.

2. Capital Improvements

This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing and structures. Where such improvements are proposed by the responsible municipality, the following shall be considered:

- a) approval of scope and nature of the project by the other party;
- b) support of 50% of costs by the other party;
- c) lead management of the project to be taken by the responsible party.

3. Exchange of Billing

This agreement does not recognize the need for exchange of billing or correcting any imbalance in such reasonable costs incurred under article 1 above from year to year, except for circumstances outlined in article 2 above.

4. Road Sections of Responsibility

Those sections of Sales Barn Road subject to the responsibility of the parties are as shown on Appendix 01, attached hereto and forming part of this agreement.

5. Maintenance Liability

The other party shall not, without prior approval from the responsible party, enter on the subject roadway to perform road services, or exercise municipal jurisdiction over road related matters.

The liability for the maintenance and condition of the subject roadway shall remain with the responsible party.

6. Withdrawal of Services

The parties hereby agree to abide by the conditions contained herein until written notice to withdraw from this agreement is appropriately given by one party to the other.

Any such notice of withdrawal shall not take effect for one calendar year based on the date of notice.

7. Execution of Agreement

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Corporation of the Township of Harris

Reeve – Chantal Despres

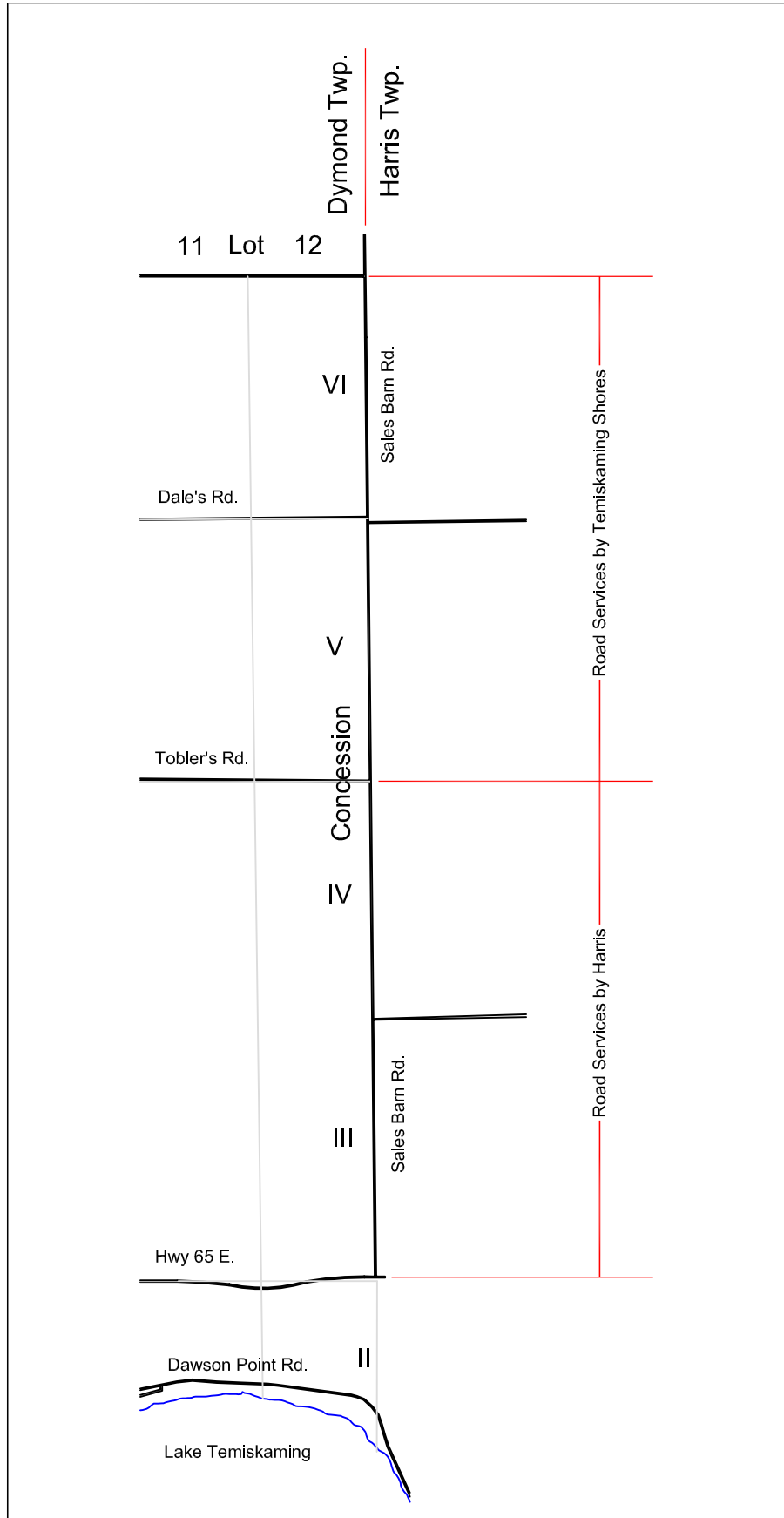
Clerk-Treasurer – Anita Herd

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

By-law No. 2015-122

Being a by-law to enter into an agreement between the Corporation of the Township of Hudson and the Corporation of the City of Temiskaming Shores for the provision of road services and repairs of boundary roads – Pipeline Road

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

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

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

And whereas under Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

And whereas under Section 27 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway;

And whereas Council for the City of Temiskaming Shores considered Administrative Report CS-022-2015 at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with the Township of Hudson for the maintenance of boundary line known as Pipeline Road for consideration at the June 2, 2015 Regular meeting of Council.

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

1. That the Township of Hudson and the City of Temiskaming Shores hereby enter into an agreement for the maintenance of a shared boundary road locally known as **Pipeline Road**, a copy of which attached hereto as Schedule "A" and forming a part of this by-law.
2. That the Mayor and Clerk be hereby authorized to sign the agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. That such agreement shall be in effect until reasonable notice of intent to amend or terminate the subject agreement is given by either party.
4. That By-law No. 1349 of the former Township of Dymond is hereby repealed.
5. That this by-law shall come into force and take effect on the date of passage hereof and remain in force and effect until repealed.
6. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-122

Pipeline Road
Maintenance Agreement with
Hudson Township

This agreement made in duplicate this 2nd day of June, 2015;

Between:

The Corporation of the City of Temiskaming Shores

Party of the first part

("Temiskaming Shores")

And:

Township of Hudson

Party of the second part

("Hudson")

Witness that it is hereby agreed by the two above parties to distribute the responsibilities for road services on boundary road **Pipeline Road** in accordance to the provisions contained herein.

1. Road Services

Road Services shall include the following general activities:

- a) entrance regulations;
- b) overloading enforcement;
- c) routine patrols;
- d) maintaining an acceptable road surface condition including resurfacing;
- e) providing reasonable preventative maintenance to maximize the preservation of the existing standard;
- f) providing other road service operations such as plowing, sanding, mowing, brushing, ditching, grading, dust suppression, culvert thawing, scarifying and replacing driveway culverts and road crossing culverts smaller than 1 metre, to reasonable standards agreed to by both parties.

2. Capital Improvements

This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing and structures. Where such improvements are proposed by the responsible municipality, the following shall be considered:

- a) approval of scope and nature of the project by the other party;
- b) support of 50% of costs by the other party;
- c) lead management of the project to be taken by the responsible party.

3. Exchange of Billing

This agreement does not recognize the need for exchange of billing or correcting any imbalance in such reasonable costs incurred under article 1 above from year to year, except for circumstances outlined in article 2 above.

4. Road Sections of Responsibility

Those sections of Pipeline Road subject to the responsibility of the parties are as shown on Appendix 01, attached hereto and forming part of this agreement.

5. Maintenance Liability

The other party shall not, without prior approval from the responsible party, enter on the subject roadway to perform road services, or exercise municipal jurisdiction over road related matters.

The liability for the maintenance and condition of the subject roadway shall remain with the responsible party.

6. Withdrawal of Services

The parties hereby agree to abide by the conditions contained herein until written notice to withdraw from this agreement is appropriately given by one party to the other.

Any such notice of withdrawal shall not take effect for one calendar year based on the date of notice.

7. Execution of Agreement

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Corporation of the Township of Hudson

Reeve – Larry Craig

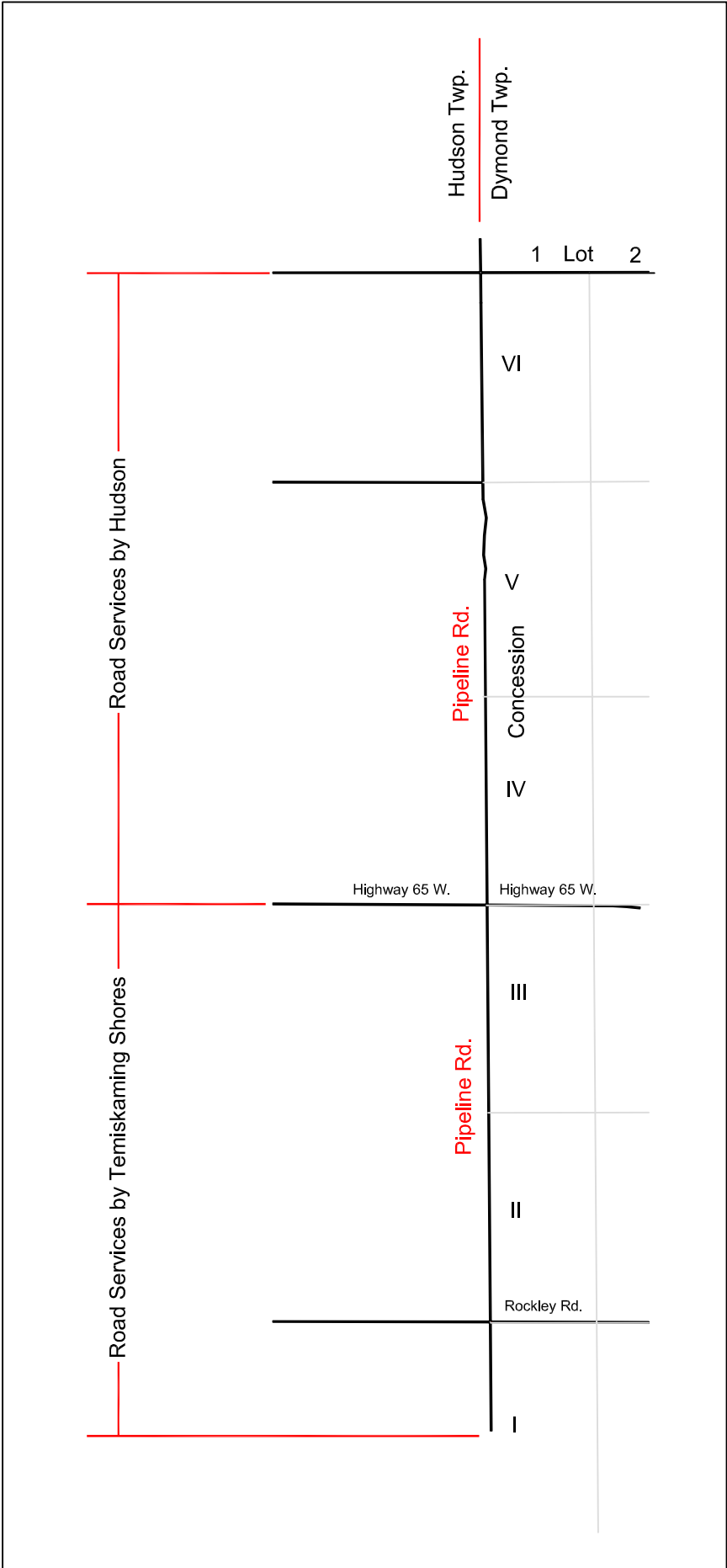
Clerk-Treasurer – Michel Lachapelle

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

By-law No. 2015-123

**Being a by-law to enter into an agreement with Corix
Water Products for the Supply and Delivery of
Miscellaneous Culvert Pipe to various locations within
the City of Temiskaming Shores**

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

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

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

And whereas the Council considered Administrative Report No. PW-031-2015 at the June 2, 2015 Regular meeting of Council and directed to prepare the necessary by-law to enter into an agreement with Corix Water Products for the Supply and Delivery of Miscellaneous Culvert Pipe for consideration at the June 2nd, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Corix Water Products for the Supply and Delivery of Miscellaneous Culvert Pipe to various locations in the City of Temiskaming Shores, in the amount of \$28,182.39 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-123

Agreement between

The Corporation of the City of Temiskaming Shores

and

Corix Water Products

for the Supply and Delivery of Miscellaneous Culvert Pipe

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

And:

Compass Minerals Canada Corp.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Miscellaneous Culvert Pipe
Tender No. PWO-RFQ-002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **July 31st, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Twenty-eight Thousand One Hundred and Eighty-two Dollars and Thirty-nine Cents (\$28,182.39) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Corix Water Products
3171 Kingsway East
Sudbury, Ontario
P3A 5S2

The Owner:

The City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

The Director:

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

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

Signed and Sealed in)
the presence of)

Contractor)
(if applicable))

Municipal Seal)

Corix Water Products

Regional Sales Manager – Ryan Martin

Witness
Name: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-123

Form of Agreement



Form of Quotation

Each FORM OF QUOTATION should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

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

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

Section 1 - C.S.P. Culvert

Description	Unit	Quantity	Unit Price	Amount
450 mm diameter, 1.6 gauge, re-rolled annular ends (Tag: Stock)	meters	60	45.88	\$ 2752.80 RM
450 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, (Tag: Stock)	each	9	37.83	\$ 340.50 340.47
600 mm diameter, 1.6 gauge, re-rolled annular ends, (Tag: Stock)	meters	6	57.08	\$ 342.48 ✓
600 mm diameter, 1.6 gauge, re-rolled annular ends, (Tag: Hough's Rd.)	meters	18	57.08	\$ 1027.44 ✓
600 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	2	49.28	\$ 98.56 ✓
1000 mm diameter, 2.0 gauge, re-rolled annular ends (Tag: Mowat Landing Rd.)	meters	18	105.77	\$ 1903.86 ✓
1000 mm couplers, 2.0 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	2	82.72	\$ 165.44 ✓

6.631.05

Page 1 of 6 to be submitted



Description	Unit	Quantity	Unit Price	Amount
1000 mm diameter, 2.0 gauge, re-rolled annular ends (Tag: Phippen Rd.)	metres	12	105.77	\$ 1269.24 ✓
1000 mm couplers, 2.0 gauge, 9 or 10 corrugated, Extra wide(24") quoted c/w bolts & associated hardware, for above	each	1	82.72	\$ 82.72 ✓
1200 mm diameter, 2.0 gauge, re-rolled annular ends, (Tag: River Rd.)	meters	18	125.83	\$ 2264.94 ✓
1200 mm couplers, 2.0 gauge, 9 or 10 corrugated, Extra wide(24") quoted c/w bolts & associated hardware, for above	each	2	98.50	\$ 197.00 ✓
Extra bolts, galvanized (plated) for C.S.P. couplers.	each	25	\$ ∅	\$ ∅

Section 2 – H.D.P.E. Culvert

Description	Unit	Quantity	Unit Price	Amount
450 mm diameter, corrugated, open profile smooth wall interior, bell x spigot (Tag: Wedgewood Ave.)	meters	84	51.96	4364.64 ✓
450 mm diameter, corrugated, open profile smooth wall interior, bell x spigot (Tag: Broadwood Ave.)	meters	84	51.96	4364.64 ✓
900 mm diameter, corrugated, open profile smooth wall interior, bell x spigot, for slip lining purposes. (Tag: Pascoe)	Meters	42	214.48	9008.16 ✓
			Sub-Total	\$ 28,182.42 ✓
			H.S.T.	\$ 3,663.71 ✓
			TOTAL	\$ 31,846.13 ✓

28,182.42
3,663.71
31,846.13

Page 2 of 6 to be submitted




I/We CORIX WATER PRODUCTS offer to supply the requirements stated within at

the total cost of \$ 31,846.13 H.S.T. included.

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

I/We will deliver the required services / equipment/ commodities within 20 calendar days from receiving a signed order.

The specifications have been read over and agreed to this 21 day of MAY 2015

Company Name <u>CORIX WATER PRODUCTS</u>	Contact name (please print) <u>RYAN MARTIN</u>
Mailing Address <u>3171 Kingsway East Sudbury, ON</u>	Title <u>Regional Sales Manager</u>
Postal Code <u>P3A 5S2</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 524 6872</u>	Fax <u>705 525 0177</u>
Cell Phone if possible <u>(705) 662 6348</u>	Email <u>ryan.martin@corix.com</u>

Page 3 of 6 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2015-124

Being a by-law to enter into an agreement with Bill Mathews Motors Inc. for the Supply and Delivery of a Water Services Field Response Vehicle to the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-026-2015 at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Bill Mathews Motors Inc. for the Supply and Delivery of a Water Services Vehicle for consideration at the June 2, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Bill Mathews Motors Inc. for the Supply and Delivery of a Water Services Vehicle to the City of Temiskaming Shores, in the amount of \$58,762.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-124

Agreement between

The Corporation of the City of Temiskaming Shores

and

Bill Mathews Motors Inc.

for the Supply and Delivery of a Water Services Field
Response Vehicle

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Bill Mathews Motors Inc.
(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of a Water Services Field Response Vehicle
Tender No. PWO-RFP 002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Specifications attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **September 30th, 2015.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Fifty-Eight Thousand Seven Hundred and Sixty-Two Dollars and Zero Cents (\$58,762.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Supplier:

Bill Mathews Motors Inc.
260 Armstrong Street
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

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

Signed and Sealed in)
the presence of)

Supplier Seal)
(if applicable))

Municipal Seal)

Bill Mathews Motors Inc.

Sales/Leasing Manager – Rod Mathews

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-124

Specifications

Ford Motor Company of Canada, Limited

DEALER/CONCESSIONAIRE

VEHICLE IDENT NO./NO D'IDENT

Ford du Canada Limitée

THE CANADIAN ROAD
OAKVILLE, ONTARIO L6J5E4

B10 887

1FDWE3FL

E35X COMMERCIAL CUTAWAY VAN
SPECIAL DEALER ACCOUNT ADJUSTM
TOTAL BASE VEHICLE
138 INCH WHEELBASE
2016 MODEL YEAR
FEDERAL EXCISE TAX
YZ OXFORD WHITE
CE MEDIUM FLINT CLOTH
PREFERRED EQUIPMENT PKG.780A
.STANDARD TRIM
41H .ENGINE BLOCK HEATER
587 .ELEC AM/FM STEREO W/CLOCK
593 .LIGHT/CONVENIENCE GROUP
596 .AIR BAG/PASSENGER-SECOND GENE
.CONVENTIONAL INSTR. CLUSTER
642 .16" STEEL WHEEL - SRW
942 .DAYTIME RUNNING LIGHTS
.AUXILIARY FUEL PORT
99L .5.4L EFI V8 ENGINE
44T .ELEC 5-SPD AOD W/TOW-HAUL
T38 LT245/75R-16B BSW ALL-SEASON
XE6 4.10 LIMITED SLIP AXLE XE6
516 SPARE TIRE/WHEEL NOT INCLUDED
18A EXTERIOR UPGRADE PACKAGE
.CHROME BUMPERS
162 VINYL FLOOR COVERING, FRONT
20X 10050# GVWR PACKAGE
211 BUCKET SEATS, DUAL
425 50 STATE EMISSIONS
54D MIRRORS,TRLR TOW RH & LH MAN
614 16" SPORT WHEEL COVER
657 FUEL TANK 40 GALLON CAPACITY
693 PARTIAL GAS FILL
C CLOTH BUCKET SEATS
91E SECURILOCK PASSIVE ANTI-THEFT

NOT FOR AMBULANCE USE. USING
* THIS VEHICLE TO PRODUCE *
* AN AMBULANCE VOIDS *
* FORD WARRANTY *

TOTAL OPTIONS/OTHER

**THIS VEH. NOT INTENDED FOR *
* SALE OR REGISTRATION IN US**
* RETAIL PRICES EXCLUDE *
* GST/HST *

TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

TOTAL FOR VEHICLE

**2016 FORD 138 WB CUTAWAY CHASSIS
5.4 GAS ENGINE
FOR INFORMATION ONLY.**

FORD MOTOR ACCOUNT NO USE ONLY RESERVE AU SERVICE DE LA COMPTABILITE DE FORD CANADA		TOTAL FOR VEHICLE AND DEALER CHARGES TOTAL POUR LE VEHICULE ET LES FRAIS DU CONCESSIONAIRE	
* SUB TOTAL SOMME PARTIELLE		FURTHER TERMS (A REVERSE SIDE AUTRES CONDITIONS AU VERSO)	
SOLD TO/ENDU A		TO	L.C. DEFERMENT PROV
SHIP TO (IF OTHER THAN ABOVE)/ EXPÉDIER A (SI AUTRE QUE CI-DESSUS)		DATE INV PREPARED	REF NO/NO REF TRIM TRANSIT
SHIP THROUGH / EXPÉDIER VIA			
VEHICLE IDENT NO / NO D'IDENT 1FDWE3FL	ASSEMBLY POINT/USINE DE MONTAGE OHIO	FINANCE COMPANY AND / OR BANK / COMPAGNE DE FINANCEMENT ET / OU BANQUE RECREATION VEHICLE RVC	

DEALER'S COPY
COPIE DU CONCESSIONNAIRE



Del Equipment Division of Diesel Equipment
 139 Laird Dr. Toronto, ON M4G 3V6
 TEL: (416)421-5851 FAX: (416) 421-7663

QUOTATION

2015/7184/02

Quotation good for 30 days only. All taxes extra. Net 30 days O.A.C

To: Rod Mathews
 Bill Mathews Motors
 Hwy #11 North
 New Liskeard, ON P0J 1P0
 1-705-647-7093

May 21, 2015



RE: Temiskaming Shores

- To supply and install – on Ford E350/E450 SRW 138"wb cutaway chassis

UCAC7912-CWSC Unicell Cab Width "AEROCELL" "Service!! II" van for cutaway chassis. One-piece moulded fibreglass construction with integral wind deflector complete with storage. Full length lower skirts even with bottom of cab. Galvanised hat section steel side posts bonded to .135" thick body shell.

Two 24" LED interior strip lights w/ 50 minute timer

1-3/8" spruce plank floor – painted grey

- 2" polyurethane spray foam insulation in walls (except in compartment areas), ceiling, and under floor with underpan
- 3/8" plywood lining on walls & ceiling
- Insulation and 1/4" plywood lining in uniflow area
- Solid bulkhead, no access from cab to cargo area

Compartments / shelving / access doors system:

5/8" FRP compartments - 3 each side, inside access to horizontal side compartment only

- Sliding interior access doors each side on 64"W x 28"H compartments

Standard side compartment configuration – Both sides

26"W x 47"H single panel door w/ paddle latch

64"W x 28"H double panel access doors w/ paddle latch

26"W x 47"H double panel access doors w/ paddle latch

Compartment inside shelving & bins

Work Bench each side: 120"L x 24"D x 42"H

90 degree spring loaded door check for all side access doors. Drip rail above doors - Full length and full depth.

48"W x 71"H Double panel narrow panel rear barn doors. Heavy duty paddle locking handle, aluminum hinges.

Galvanized grip-strut safety rear step bumper

Signal and reverse lights in door pillars. Body clearance lights and reflectors.

All body wiring in plastic conduit installed inside body.

- Roof mounted aluminum ladder rack and access ladder
- Pomar TC5300 Heater (35,000 BTU), mounted in body

Body under coated with Tectyl 185 undercoating material

Colour: White, #53 series highly weather resistant gelcoat moulded into body surface

Options (Please check options required)

Electrical lock system with key fob

N.B. Additional charges will apply for fuel (vehicle must have sufficient fuel for delivery to customer) and delivery charges (if destination is outside of the GTA) and will be added to the invoice

N.B. Includes cost of basic installation onto a new chassis with no obstructions. Modifications, repairs and/or additional parts to complete the installation will be quoted separately and charged as extra

Deb MacTaggart, Inside Sales

Chassis Make:	Model:	WB:	CA:	Drop Ship:	Pool:
---------------	--------	-----	-----	------------	-------

Review this quotation carefully. In the event of an order please sign and return by fax to this office. (416) 421-7663

Signed: _____

For: _____

P.O. Number: _____

Date: _____

DEL Order Completion Date (based on chassis ETA) _____ For DEL Equipment: _____

Completed unit will be available for pick up on the first business day after the DEL order completion date.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-125

Being a by-law to enter into an Optional Service agreement with Ontario Clean Water Agency (OCWA) for the completion of Phase 1 and 2 Communication Upgrades at various Water and Wastewater Facilities

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

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

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

And whereas Council considered Administrative Report No. PW-030-2015 at the May 19th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an Optional Services Agreement with Ontario Clean Water Agency for consideration at the June 2, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an Optional Services Agreement with Ontario Clean Water Agency for Phase 1 and 2 Communications upgrades at various Water and Wastewater facilities at an upset limit of \$407,500.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-125

Agreement between

The Corporation of the City of Temiskaming Shores

and

Ontario Clean Water Agency

for Phase 1 and 2 Communications Upgrades at various
Water and Wastewater Facilities

Optional Service Agreement

In accordance with Section 4.11 of By-law 2011-117

Between:

The Corporation of the City of Temiskaming Shores
(herein after referred to as "Client")

And:

The Ontario Clean Water Agency
(herein after referred to as "OCWA")

Project: Communication Upgrades – Completion Phase One and Phase Two

Whereas The Ontario Clean Water Agency operates and maintains all water and wastewater treatment facilities on behalf of the City of Temiskaming Shores under an agreement adopted through By-law No. 2011-117;

And whereas Section 4.11 – Optional Services of By-law No. 2011-117 permits OCWA to provide *Optional Service* upon request of the Client provided that both the Client and OCWA agree in writing to the specific scope of work required;

And whereas once OCWA has agreed to provide the specified *Optional Services* to the client terms and conditions not contained in this agreement shall be governed by By-law No. 2011-117;

Now therefore both the Client and OCWA agree to the following provisions for the above noted project.

Covenants of OCWA

1. Perform all necessary duties involved within the scope of work as detailed in Appendix 01, attached hereto and forming part of this agreement.
2. Furnish all equipment, labour, apparatus and documentation as may be required to satisfy the Upgrades to the various Water and Wastewater Facilities.

Basis of Payment

In consideration of the above noted covenants the client shall pay to OCWA for the completion of Phase 1 and Phase 2 of the Communication Upgrades a total upset limit of **\$407,500** plus applicable taxes. Payment shall be made following receipt of invoice and acceptance of the work.

Execution of Optional Services Agreement

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

Ontario Clean Water Agency

Operations Manager – Mike Del Monte

Witness
Name: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-125

Caution: This email is private property intended solely for the information and use of the addressee. The contents are confidential and may be privileged. Any unauthorized use of this email is strictly prohibited. If you are not the addressee, please notify sender immediately by telephone and destroy this email.



Michael Del Monte
Operations Manager
Ontario Clean Water Agency
N.E.O. Hub
1 Browning Street Box 513
Haileybury ON
P0J 1K0

May 27, 2015

Doug Walsh
Director of Public Works

Re: PLC/SCADA Communication Upgrade

The Ontario Clean Water Agency is pleased to supply the following quotation for the PLC/ Communications Upgrade at the City of Temiskaming Shores water and waste water facilities.

Phase One Completion

OCWA proposes to complete Phase One, of the project, with the installation of radio communication, PLC installation and conversation and equipment commissioning at the Dymond Water Treatment Plant, New Liskeard Water Treatment Plant and the New Liskeard Reservoir.

The upset amount for this portion of the assignment will be: \$82500.00

Caution: This email is private property intended solely for the information and use of the addressee. The contents are confidential and may be privileged. Any unauthorized use of this email is strictly prohibited. If you are not the addressee, please notify sender immediately by telephone and destroy this email.

Phase Two

OCWA proposes the following for Phase Two of the project.

- Completion of the radio communication system.
- In plant wiring of all SCADA points to the PLC cabinets in the plants designated under Phase Two
- SCADA installation, integration and commissioning in facilities designated under Phase Two

The upset amount for this portion of the assignment will be \$325000.00

If you have any questions concerning this proposal please contact me at your convenience.

Regards



Michael Del Monte

The Corporation of the City of Temiskaming Shores

By-law No. 2015-126

Being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-029-2015 at the June 2nd, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery Bulk Course Highway Salt for consideration at the June 2nd, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations in the City of Temiskaming Shores, in the amount of \$104.55 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-126

Agreement between

The Corporation of the City of Temiskaming Shores

and

Compass Minerals Canada Corp.

for the Supply and Delivery of Bulk Course Highway Salt

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Compass Minerals Canada Corp.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Bulk Course Highway Salt
Tender No. PWO-RFT-005-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **April 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Four Dollars and Fifty-five Cents (\$104.55) per tonne plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Compass Minerals Canada Corp.
6700 Century Ave. Suite 202
Mississauga, Ontario
L5N 6A4

The Owner:

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

The Director:

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

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

Signed and Sealed in)
the presence of)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Compass Minerals Canada Corp.

Director of Highway Sales Ontario – Kim Kool

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-126

Form of Agreement



Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

All prices offered in this tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for tender.

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

Section 1

Item	Delivery Location	Qty. Tonne	Unit Price. 2015/16	Amount, \$
Schedule "A" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED PRIOR TO OCTOBER 01st, 2015 AND IN EACH SUBSEQUENT YEAR. (Quantities are derived based on an average truck loads of +- 40 tonnes)				
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard ON	120	\$104.55	\$12,546.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard ON	200	\$104.55	\$20,910.00
3	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	280	\$104.55	\$29,274.00
4	Harley Township works yard, 903303 Hanbury Rd. Harley Twp.	40	\$104.55	\$4,182.00
5	Kerns Township works yard, 279279 Milberta Rd. Kerns Twp.	40	\$104.55	\$4,182.00

This is Page 1 of 6 to be submitted



Schedule "B" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED AS AND WHEN REQUIRED AS NOTIFIED BY THE MUNICIPALITIES ROAD SUPERINTENDENT OR HIS DESIGNATE IN EACH YEAR OF THE AGREEMENT FOLLOWING THE INTIAL DROP. (Quantities are derived based on an average truck loads of +- 40 tonnes)				
Item	Delivery Location	Qty. Tonne	Unit Price. 2015/16	Amount, \$
6	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	400	\$104.55	\$41,820.00
7	New Liskeard Public Works yard, 200 Lakeshore Road, New Liskeard, On	400	\$104.55	\$41,820.00
8	Harley Township works yard, 903303 Hanbury Rd. Harley Twp.	0 at this time	\$104.55	—
9	Kerns Township, 279279 Milberta Rd. Kerns Twp.	0 at this time	\$104.55	—
			Sub-Total	\$154,734.00
			H.S.T.	\$20,115.42
			Total	\$174,849.42

Prices for 2016/17, 2017/18 are to be negotiated at the anniversary of the contract. If either of the parties is unable to agree on a fair and reasonable price, in the second or third year, the City reserves the right to re-tender for the supply all materials, labour, supervision, machinery, tools and all other necessary equipment for the supply and delivery of bulk highway road salt as described elsewhere in this document, without claim by the supplier.



I/We Compass Minerals Canada Corp. offer to supply the requirements stated within.

the corresponding total cost of \$ \$174,849.42 Tax included.

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

I/We will deliver the required material / equipment within 2 - 4 calendar days from receiving a signed order and prior to October 01st 2015 for schedule A.

The specifications have been read over and agreed to this 15th day of May 2015

<p>Company Name Compass Minerals Canada Corp.</p>	<p>Contact name (please print) Kim Kool</p>
<p>Mailing Address 6700 Century Ave. Suite 202 Mississauga, ON</p>	<p>Title Director of Highway Sales Ontario</p>
<p>Postal Code L5N 6A4</p>	<p>Authorizing signature  Kim Kool, Director Highway Sales Ontario "I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone 1-866-305-2025</p>	<p>Fax 1-888-655-8888</p>
<p>Cell Phone if possible 647-321-6701</p>	<p>Email koolk@compassminerals.com</p>

Page 3 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFT-005-2015
Highway De-icing Salt**

Non Collusion Affidavit

I/ We Compass Minerals Canada Corp. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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

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

Dated at Mississauga this 15th day of May, 2015

Signed



Kim Kool

Company Name

Compass Minerals Canada Corp.

Title

Director of Highway Sales Ontario

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-005-2015
Highway De-icing Salt**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at Mississauga this 15th day of May, 2015.

Firm Name Compass Minerals Canada Corp

Bidder's Authorization Official Kim Kool

Title Director of Highway Sales Ontario

Signature 
Kim Kool

Page 5 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-005-2015
Highway De-icing Salt**

Appendix A

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement


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

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

Name Kim Kool, Director Highway Sales Ontario Company Name Compass Minerals Canada Corp.

Phone Number 1-866-305-2025

Address 6700 Century Ave. Suite 202
Mississauga, ON L5N 6A4

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

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

Date May 15, 2015

Page 6 of 6 to be submitted



Compass Minerals
6700 Century Avenue
Suite 202
Mississauga, ON L5N 6A4
www.compassminerals.com

T (905) 567-0231

COMPASS MINERALS CANADA CORP.

RESOLUTION IN WRITING SIGNED BY THE SOLE DIRECTOR OF THE COMPANY UNDER SECTION 91 OF THE COMPANIES ACT (NOVA SCOTIA)

As of March 26th, 2015

The undersigned, being the sole director of Compass Minerals Canada Corp., an unlimited company organized and existing under the laws of the Province of Nova Scotia (the "Company"), hereby adopts the following resolutions:

AUTHORIZED SIGNATORIES

WHEREAS, from time to time it is necessary for managers in the Highway Sales Department to sign documents on behalf of the Company that are required to complete sales transactions in their territories;

NOW, THEREFORE, BE IT RESOLVED, that the following named individuals be, and each of them hereby is, authorized on behalf of the Company, to sign (up to the applicable authority level under the Company's Delegation of Authority Policy) bids, performance bonds and/or contracts for the sale of sodium chloride, and any other documents that, in his or her opinion, are necessary, appropriate or desirable in order to effectuate the purposes and intent of the foregoing:

Vittorio Toneatti	Director of Sales Canada
Ken Johnston	Director Sales and Customer Service Canada (Consumer & Industrial)
Kim Kool	Director Highway Sales Ontario
Gactan Gentilcore	Director Highway Sales Quebec
Julie McCron	Highway Sales Manager Ontario
Guylaine Gaudet	Highway Sales Manager Quebec

FURTHER RESOLVED, that all actions heretofore or hereafter taken in the name and on behalf of the Company in connection with or related to the matters set forth in or contemplated by the foregoing resolutions be, and they hereby are, adopted, confirmed, approved and ratified in all respects as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, does hereby consent to the foregoing actions as of the day and year first written above.

Matthew J. Foulston
Sole Director of Compass Minerals Canada Corp.



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
COMPASS MINERALS CANADA CORP. / COMPASS MINERALS CANADA-1	PO BOX 370 STN MAIN, ATTN VICKY DINEEN, GODERICH, ON, N7A3Y9, CA	0625-000: Salt Mines	City of Temiskaming Shores	325 Farr Drive, Temiskaming Shores, ON, P0J 1K0, CAN	E2000006L53T	08-May-2015 to 19-May-2015

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
COMPASS MINERALS CANADA CORP. / COMPASS MINERALS CANADA-1	PO BOX 370 STN MAIN, ATTN VICKY DINEEN, GODERICH, ON, N7A3Y9, CA	0625-000: Salt Mines	City of Temiskaming Shores	325 Farr Drive, Temiskaming Shores, ON, POJ 1K0, CAN	E2000006LHSY	20-May-2015 19-Aug-2015

The Corporation of the City of Temiskaming Shores

By-law No. 2015-127

**Being a by-law to enter into an agreement with Wilson
Chevrolet Buick GMC for the Supply and Delivery of Light
Duty Pick-up Trucks to the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-027-2015 at the June 2nd, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Wilson Chevrolet Buick GMC for the Supply and Delivery of Light Duty Pick-up Trucks for consideration at the June 2nd, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Wilson Chevrolet Buick GMC for the Supply and Delivery of One Double Cab Truck and One Crew Cab Truck to the City of Temiskaming Shores, in the amount of \$59,779.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-127

Agreement between

The Corporation of the City of Temiskaming Shores

and

Wilson Chevrolet Buick GMC

for the Supply and Delivery of one Double Cab
Truck and One Crew Cab Truck

This agreement made in duplicate this 2nd day of June 2015.

Between:

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

and

Wilson Chevrolet Buick GMC
(hereinafter called “the Supplier”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Light Duty Pick-up Trucks
Tender No. PWO-RFP003-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
c) Complete, as certified by the Director, all the work by **July 31st, 2015.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Fifty-Nine Thousand Seven Hundred and Seventy-Nine Dollars and Zero Cents (\$59,779.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Supplier:

Wilson Chevrolet Buick GMC
100 Wilson Ave.
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

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

Signed and Sealed in)
the presence of)

Wilson Chevrolet Buick GMC

Supplier’s Seal)
(if applicable))

Fleet Manager – Ron Sutton

Witness
Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-128

Being a by-law to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse

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

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

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

And whereas The Corporation of the City of Temiskaming Shores (the "City") is the owner and operator of two (2) municipal landfill sites ("Haileybury Landfill" and "New Liskeard Landfill") located within the boundaries of the City;

And whereas Council for the Corporation of The City of Temiskaming Shores deems it desirable to regulate the disposal of garbage by way of landfill bans, recycling and home composting systems;

And whereas Council considered Memo No. 022-2015-CGP at the June 2, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law for Solid Waste Management for consideration of first and second reading at the June 2, 2015 Regular meeting of Council;

And whereas Council directed staff to submit the by-law to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to third reading;

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

1. That municipal Council adopts a "Solid Waste Management" Regulation, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That this By-law shall become effective on the date of passing thereof;
3. That By-law No. 2015-021, as amended is hereby repealed;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law.

Read a first and second time this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this _____ day of _____, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-128

Solid Waste Management

Table of Contents

Section 1 - Title, Application and Scope.....	1
1.1 Short Title	1
1.2 Application.....	1
1.3 Conflicts	1
1.4 Enforcement	1
Section 2 - Definitions.....	1
Section 3 – Administration	7
3.1 Solid Waste Management	7
3.2 Performance of Work described in By-law.....	7
3.3 Waste Diversion Levy	7
3.4 Waste Diversion Plan.....	7
3.5 Duties - <i>Director of Public Works</i>	7
3.6 Duties – Corporate Services Department.....	9
3.7 Duties – <i>Owner</i>	9
3.8 Duties – Construction Companies	12
Section 4 – Collection Services	12
4.1 <i>Single Dwelling</i>	12
4.2 <i>Low-Density Residential Building</i>	12
4.3 <i>Multi-Unit Residential Building</i>	13
4.4 <i>ICI Establishments</i>	13
4.5 Frequency of Collection Services/ Limitations	13
4.6 Assisted Waste Collection Program.....	14
4.8 Statutory Holidays	14
4.9 Municipal Hazardous or Special Waste	14
4.10 Organic Materials	14
4.11 Yard Waste	14
4.12 Bulky Items	15
Section 5 - Private Waste Collection Operations.....	15
5.1 Private Collection Services	15
5.2 Arrangements for Private Collection.....	15

5.3	Private Collection – Provisions	15
Section 6 - Landfill Site/Spoke Transfer Station		16
6.1	Landfill Site/ Spoke Transfer Station – General Restrictions.....	16
6.2	Asbestos Waste Disposal.....	17
6.3	Refusal Rights	18
6.4	Order to Leave Landfill Site/Spoke Transfer Station	18
6.5	Trespassing – Police Assistance.....	18
6.6	Landfill Site/ Spoke Transfer Station Operation – Disposal Fees	18
6.7	Landfill Site/Spoke Transfer Station Operation – Hours of Operation.....	19
Section 7 – Privately-Owned Waste Disposal Sites		19
7.1	Authorization to Operate Private-Owned Waste Disposal Site	19
7.2	Right to impose conditions for Operation of Privately-Owned Waste Disposal Site	19
7.3	Other Approvals required to Operate Privately-Owned Waste Disposal Site.....	19
Section 8 - General Provisions and Prohibitions		19
8.1	General Waste Provisions.....	19
8.2	Pet Excrement	20
8.3	Animal Carcasses	21
8.4	Inspection	21
8.5	Notice to Remove Waste.....	21
8.6	Notice of Default	21
8.7	Order to Suspend Waste Collection Services	22
8.8	Service of Notices and Orders	22
8.9	Reinstatement of Waste Collection Services.....	22
8.10	Liability for Damage to Landfill Site and/or Spoke Transfer Station	23
8.11	Costs Recoverable in like manner as Property Taxes	23
Section 9 - Enforcement and Penalties.....		23
9.1	Penalties – Individuals.....	23
9.2	Penalties – Corporation.....	23
9.3	Subsequent Conviction.....	23
9.4	Order of Prohibition	23
9.5	Set Fines.....	23

Appendix 01 – Recyclable Materials

Appendix 02 – Organic Materials, Yard Waste & Amnesty Program

Appendix 03 – Tipping Fees

Appendix 04 – Prohibited Waste

Appendix 05 – Part 1 Provincial Offices Act – Set Fines

Section 1 - Title, Application and Scope

1.1 Short Title

This By-law shall be cited as the "Solid Waste Management" By-law.

1.2 Application

The Provisions of this By-law shall apply to all properties within the geographic limits of the City of Temiskaming Shores.

1.3 Conflicts

Where a provision of this By-law conflicts with a provision of another By-law in force in the City of Temiskaming Shores; the provisions that establish the higher standard shall prevail in order to protect the health, safety and welfare of the general public.

When any provision of this By-law is declared invalid for any reason by a court of competent jurisdiction, the remainder of this By-law shall continue to be in force. An invalid provision will not void the entire By-law.

1.4 Enforcement

This By-law shall be enforced by the Director of Public Works, a *By-law Enforcement Officer*, a *Fire Prevention Officer*, a *Chief Fire Official*, or a *Police Officer*.

Section 2 - Definitions

For the purpose of this By-law, the words and terms in italics in the by-law shall have the following definitions and interpretations given in this section shall govern. The use of the defined terms in either its singular or plural form shall have the same meaning. Words and phrases used in this By-law which are not included in Section 2.0 shall have the meanings which are commonly assigned to them in the context in which they are used.

- 2.1 **Aerosol container** means any empty *aerosol container*, which falls within the meaning of the definition of "empty container" in the regulations made under the *Environmental Protection Act*;
- 2.2 **Alternating Weekly Collection** means where the *recycling container* is collected one week, the *garbage container* is collected on the next or alternating week;
- 2.3 **Appendix** means all regulations attached to and forming part of this By-law including any amendments thereto;
- 2.4 **Approved Container** includes:
 - i. **Garbage Container** means the container provided by the *City* for the storage of *garbage*; designed for *automated collection services*.

- ii. **Organics Container** means the container designated to store and collect *organic materials*, which meets the requirements established for collection of *organic materials*;
- 2.5 **Recycling Container** means the container provided by the *City* for the storage of *recyclable materials*; designed for *automated collection* services;
- 2.6 **Automated Collection** means the collection of waste by means of the mechanical lifting and tipping of *approved containers* into specially designed collection vehicles;
- 2.7 **Bi-Weekly Collection** means materials are collected one day every two weeks;
- 2.8 **Books** means all soft and hard covered *books*;
- 2.9 **Boxboard** means non-corrugated cardboard packaging such as cereal and shoeboxes, and any similar rigid paper packaging with the metal or plastic portion or both removed;
- 2.10 **Bulky Items** means large items including, but not limited to, *white goods*, bicycles, floor lamps, mattresses, furniture, microwaves, sinks, toilet bowls, barrels, pool pumps, pool covers and any other similar discarded material;
- 2.11 **By-law Enforcement Officer** means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *City*;
- 2.12 **Chief Fire Official** means the assistant to the Fire Marshal who is the Municipal Fire Chief or a member or members of the fire department appointed by the Municipal Fire Chief under Article 1.1.1.2 of Division C or a *person* appointed by the Fire Marshall under Article 1.1.1.1 of Division C;
- 2.13 **Christmas Trees** means trees including but not limited to the pine, spruce, balsam or fir species, which are typically decorated for display during the Christmas season;
- 2.14 **City** means the Corporation of the City of Temiskaming Shores;
- 2.15 **City Manager** means the *City Manager* for the *City* and where applicable includes a *person* designated by the *City Manager* to perform that task or exercise that power in his or her place and stead;
- 2.16 **Collection Location** means the location designated by the *Director of Public Works* for placement of *approved containers* for collection and removal as part of the *City's waste collection system*;
- 2.17 **Collection System** means the *City's collection system* for permitted waste, where collection services are provided;
- 2.18 **Common Pad Location** means the system of collection of permitted waste placed in *approved containers* at a shared common area location;

- 2.19 **Contamination** means the co-mingling of material in *approved containers* and/or dumpsters for *containerized collection*, referred to in the list below:
- i. *Recyclable materials*
 - ii. *Garbage*
- Generally refers to any item which is not acceptable in either of the *garbage* containers or dumpster and/or *recycling containers* or dumpsters. In the case of *recyclable materials*, *contamination* also refers to *recyclable materials* which may be soiled or dirty, which renders such items non-recyclable.
- 2.20 **Containerized Collection** means the system of collection of permitted waste placed in dumpsters;
- 2.21 **Contractor** means any *person*, partnership or corporation and the employees of any such *person*, partnership or corporation with whom the *City* has entered into a contract or agreement;
- 2.22 **Corrugated Cardboard** means any paper board product which is composed of a rippled, flute or wave-shaped paper insert with paper liners bonded to the outside of the product and which does not have contaminants;
- 2.23 **Council** means the municipal *Council* of the City of Temiskaming Shores;
- 2.24 **Curbside Collection** means the system of collection of permitted waste placed in *approved containers* at a *collection location*, which is at or near the curb;
- 2.25 **Director of Public Works** means the *Director of Public Works* for the *City* and where applicable includes a *person* designated by the *Director of Public Works* to perform that task or exercise that power in his or her place and stead;
- 2.26 **Environmental Protection Act** means the *Environmental Protection Act*, R.S.O. 1990, c.E.19, as amended;
- 2.27 **E-Waste** means electronic items as defined by Phase 1 of the Waste Electrical Electronics Equipment (WEEE) Program and includes: laptop computers, desktop computers, peripherals such as keyboards and mice, monitors, desktop printers, disk drives, printers, fax machines and televisions;
- 2.28 **Farm Waste** means any waste which is the normal by-product of farming operations within the *City* and excludes construction and demolition materials from any building or structure, compostable materials other than what may result from clearing land for farm operation purposes, *recyclable material* that can be placed for *curbside collection*, and other material deemed unacceptable for disposal at a *landfill site* by the Ministry of Environment or under this By-law;
- 2.29 **Fine Paper** means computer paper and all white and coloured ledger, including writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers and envelopes;
- 2.30 **Fire Prevention Officer** means the *person* or *persons* appointed by *Council* as *Fire Prevention Officer*;

- 2.31 **Gable Top Cartons** means milk and juice cartons constructed of coated paper and opened by unfolding the top or screw cap;
- 2.32 **Garbage** means all materials permitted to be discarded, save and except those materials defined by this By-law as *bulky items, recyclable material, yard waste, sharp items, sharps; white goods, Christmas trees, organic material, prohibited wastes, and other non-collectable waste*;
- 2.33 **Glass Bottles and Jars** means all glass food and beverage bottles and jars;
- 2.34 **ICI Establishments** (Industrial, Commercial and Institutional) means a:
- i. **multi-unit residential building**; i.e. a building containing more than eight (8) *dwelling units*;
 - ii. any establishment within the *City* that is not defined as a *Residential Building*; and
 - iii. any other establishment as designated by the *Director of Public Works*;
- 2.35 **Landfill Site** means an area of land designated by the *City* and approved by the Ministry of the Environment and Climate Change to be used for the disposal of *solid waste, except* for items listed in *Appendix 01* and in *Appendix 04* of this By-law;
- 2.36 **Magazines/Catalogues** means all *magazines* and catalogues bound with glue or stapled along the spine;
- 2.37 **Metal Food and Beverage Containers** means all steel and aluminum food and beverage cans and containers;
- 2.38 **Municipality** means the municipal land within the geographic limit of the City of Temiskaming Shores;
- 2.39 **Newspapers** means all *newspapers* including the inserts that are delivered therein;
- 2.40 **Non-Collectible Waste** means any item designated by *Council* or the *Director of Public Works* which is not permitted to be collected within the *City's* waste collection system;
- 2.41 **Occupant** means any *person* over the age of eighteen (18) years in possession of property, or any *person* who occupies the premise under a lease or license, or with the permission of the *owner*;
- 2.42 **Organic Material** means those items described in *Appendix 02* or as designated by the *Director of Public Works* to be collected separately for the purpose of *organic materials* collection;
- 2.43 **Owner** includes but is not limited to:

- i. A *person*, corporation, partnership or any other legal entity that is the registered *owner* of a property, land or premise;
 - ii. Both the *owner* in trust and the beneficial *owner* of property which is subject to this By-law;
 - iii. The *person* for the time being managing or receiving the rent of the property, which is subject to this By-law, in connection with which the word is used, whether on the *person's* own account or as agent or trustee of any other *person* or who receive the rent if the property was let; and
 - iv. A lessee or *occupant* of the *private property*, which is subject to this By-law;
- 2.44 **Paper Cores** means the cardboard paper roll used for toilet paper or paper towels;
- 2.45 **Person** means an individual, firm, partnership, association, corporation, company, or organization of any kind, and may include the heirs, executors or legal representatives of a *person*;
- 2.46 **Plastic Film** refers to all plastic grocery, retail store, milk bags and pouches, frozen food, bulk food, breads, meat and cheese bags and wrap, over wrap from boxed products, stretch wrap, cereal wrap, snack food bags and the like;
- 2.47 **Police Officer** means a member of the Ontario Provincial Police;
- 2.48 **Private Collection** means a *person* or corporation in the business of transporting waste to the *landfill site* or *spoke transfer station* by any means, including but not limited to personal vehicles and commercial vehicles, except while operating such vehicles under contract to the *City*;
- 2.49 **Private Property** means property, which is privately-owned and is not the *City's* property, or property of a local board, or property of the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof;
- 2.50 **Prohibited Wastes** means those items described in *Appendix 04*, or designated by the *Director of Public Works*;
- 2.51 **Public Property** means property, which is the *City's* property, or property of a local board, or property of the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof;
- 2.52 **Recyclable Materials** means those items described in *Appendix 01* or as designated by the *Director of Public Works*;
- 2.53 **Residential Building includes:**
- i. **Low-Density Residential Building** means a property on which is situated a duplex, apartment building, townhouse complex, co-operative housing complex or other similar residential complex containing less than nine (9) *dwelling units*;

- ii. **Dwelling Unit** means one or more rooms connected together as a self-contained, separate household in the same building comprising of part of the building and constituting an independent housekeeping unit for residential occupancy by *persons* and may contain facilities for *persons* to sleep, cook and eat and including its own sanitary facilities;
 - iii. **Single Dwelling** means a residence designed for one household only;
- 2.54 **Scavenge/Scavenging** means the unauthorized removal of *solid waste*;
- 2.55 **Semi-automated collection** means manually assisted *automated collection* of waste from *collection locations* in *approved containers*;
- 2.56 **Sharp Items** includes windows, drinking glasses, dishes, ceramics, mirrors, light bulbs, sheet metal and other objects capable of cutting or puncturing but does not include *sharps*;
- 2.57 **Sharps** includes used and unused hypodermic needles, insulin pen tips, lancets and glass pipe stems;
- 2.58 **Solid Waste** means discarded materials which:
- i. Includes, but is not limited to *garbage, bulky items, yard waste, farm waste, Christmas Trees; non-collectable waste; white goods; E-Waste; sharp items* and
 - ii. Are in a solid physical state, as determined by the "slump test" prescribed by the regulations passed under the provisions of the *Environmental Protection Act*; and
 - iii. materials set forth in *Appendix 01* and *Appendix 04* to this By-law and such other materials as may from time-to-time be designated by the *Director of Public Works* as *solid waste*;
- 2.59 **Spoke Transfer Station** means any area of land or buildings in the *City* designated as a *spoke transfer station* by the *City* for the temporary storage of *recyclable materials* intended to be transferred to a recycling processing facility;
- 2.60 **Street** means a common and public highway, *street*, roadway, crescent, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or other such place designated and intended for, or used by the general public for the passage or parking of vehicles and includes the area of land between the lateral property lines thereof;
- 2.61 **Transient Waste** shall mean any *solid waste* including *recyclable materials* carried into the *municipality* from outside its boundaries by any *person*;
- 2.62 **White Goods** includes, but may not be limited to refrigerators, ovens/stoves, washers, dryers, dishwashers, freezers, air conditioning units, microwave ovens, hot water tanks, or other items containing ozone depleting substances; and
- 2.63 **Yard Waste** means those items described in *Appendix 02* or as designated by the *Director of Public Works*.

Section 3 – Administration

3.1 Solid Waste Management

The *City* shall operate a *solid waste* management system for the collection, removal and disposal of *solid waste* in accordance with the provisions of this By-law.

3.2 Performance of Work described in By-law

The *City* may contract with any *person* or company for the performance of the whole of or any part of the work described in this By-law.

3.3 Waste Diversion Levy

Each *single dwelling, dwelling unit and ICI establishment* entitled to the *City's collection system* will be subject to a waste diversion levy.

3.4 Waste Diversion Plan

An *owner* or his/her agent shall submit a Waste Diversion Plan to maximize the amount of construction, renovation, or demolition (CRD) waste to be diverted from disposal through salvage, reuse and recycling, prior to the issuance of a building or demolition permit.

3.5 Duties - *Director of Public Works*

3.5.1 Collection Program

- i. The *Director of Public Works* shall supervise and administer a *solid waste* management system and shall be responsible for its operation in accordance to this By-law.
- ii. The *Director of Public Works* shall establish waste reduction, recycling and recovery programs as deemed appropriate.
- iii. The *Director of Public Works* shall administer the By-law with the power to determine:
 - a) the level and type of collection service provided to *residential buildings and ICI establishments*;
 - b) the location where *garbage, bulky items, recyclable materials, yard waste and organic materials* are placed out for collection at *residential buildings and ICI establishments*;
 - c) the location where *approved containers* are stored at the property for *residential buildings and ICI establishments*;
 - d) the scheduling of collection services, including collection day or the changes to collection schedules or services;

- e) whether a building, *collection location*, or property is safe for entry by any employees of the *City* or its *contractor* having regard to the physical condition and layout, loading facilities, method of handling collectible waste at the building, *collection location* or property;
 - f) new types of *non-collectable waste* and new types of *recyclable materials* and *organic materials*;
 - g) the level and type of service to any land or building owned or leased by the Crown in right of Canada, the Crown in right of Ontario, a school board, a university, a community college, a hospital, or to any property for which no taxes are paid and for which no grants in lieu are received;
 - h) the refusal to collect permitted *solid waste* at a property otherwise entitled to collection services, and can designate this authority to the *Contractor*, and
 - i) any other matter necessary for the administration of this By-law.
- iv. Should emergency conditions arise that, in the opinion of the *Director of Public Works*, imperil the municipal *landfill site*, the *spoke transfer station* or other *solid waste* handling facility(s) and the *collection system*, the *Director of Public Works* shall:
- a) take all remedial measures as may be deemed necessary, which may include limiting or stopping the collection of *solid waste* in any area for any purpose;
 - b) expend money and employ workers as needed to restore the *City's solid waste collection system*; and
 - c) report to *Council* as soon as practical after such measures have been taken.

3.5.2 Acceptance of Solid Waste at Landfill Site and Spoke Transfer Station

- a) The *Director of Public Works* is authorized, subject to any limitations contained in this By-law or applicable legislation, to do each of the following with respect to accepting *solid waste*:
 - i. negotiate the terms and conditions of an agreement accepting waste, other than *recyclable materials*, into a *landfill site* where not otherwise authorized under this By-law, and recommend such agreement to *Council*; and
 - ii. negotiate the terms and conditions of an agreement accepting *recyclable materials* at a *spoke transfer station* where not otherwise authorized under this By-law, and to sign such an agreement.

3.5.3 Guidelines

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law or applicable legislation, to establish from time-to-time, guidelines:

- i. for the disposition of various forms of waste in accordance with federal or provincial statutes and regulations and municipal by-laws;
- ii. as to what constitutes *non-collectible waste* and other forms of waste for which no waste collection services are available; and
- iii. for the packing of various forms of waste.

3.5.4 Residential Densities

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law, to determine whether a property is a *multi-unit residential* building, or a *low-density residential* building, by reference to the number of *dwelling units* recorded for that property in the data base maintained, and operated by the Municipal Property Assessment Corporation (MPAC) and used by the *City*.

3.5.5 Amnesty Program

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law, to establish for the purposes of *Appendix 02* to this By-law, the associated dates for the annual amnesty program.

3.5.6 General Provision

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law or applicable legislation, to deal with any other matter necessary for the administration of this By-law.

3.6 Duties – Corporate Services Department

The Corporate Services Department shall collect fees associated with the *solid waste* management system.

3.7 Duties – Owner

3.7.1 Approved Containers

- i. The *approved container(s)* is/are assigned to the designated property, and not to the *owner*;
- ii. Each *owner* shall only utilize the *approved container(s)* provided by the *City* designed for *automated collection* and *semi-automated collection*;
- iii. Each *owner* shall maintain the *approved container(s)* at the *owner's* expense;
- iv. Each *owner* shall contact the *City* if an *approved container* is damaged by the *Contractor* or by the *City*, for the repair of the container at no cost to the

owner;

- v. No *owner* shall alter or modify the *approved containers* without the written consent of the *Director of Public Works*;
- vi. No *owner* shall damage the *approved containers* through neglect, wilful damage or non-compliance with any part of this By-law. The *owner* shall be responsible for the full cost of replacement of the *approved container* or parts for the container(s), along with any applicable fees;
- vii. Each *owner* shall contact the local police detachment to file a police report if an *approved container(s)* is stolen. The *owner* shall provide the *City* with a copy of the police report, or a signed affidavit confirming that a police report has been filed, prior to the *City* issuing a new container at no cost to the *owner*;
- viii. No *owner* shall set out a container for collection that:
 - a) Is not an *approved container*;
 - b) Contains *contamination*;
 - c) Is damaged to the extent that it is unsafe to manoeuvre;
 - d) Has graffiti;
 - e) Is not properly placed at the *collection location*, as defined in subsection 3.7.3. of this By-law;
 - f) Exceeds the allowable weight limits for the *approved container*:
 - (1) *Garbage Container* – 100 pounds (45.4 kg);
 - (2) *Recycling Container* – 120 pounds (54.4 kg);
 - g) Has not been cleared of snow and/or ice;
 - h) Is secured with bungee cords, ties, or other lid securing device(s); and/or
 - i) Is unclean or unsanitary.

3.7.2 Storage Area

- i. No *owner* shall store, place or leave any *solid waste* for collection in a location which is a nuisance to any *person*, whether or not in an *approved container*.
- ii. No *owner* shall store an *approved container* at the *collection location* unless authorized by the *Director of Public Works*.
- iii. No *owner* shall keep the storage area for *approved containers* in an unclean or unsanitary condition.

3.7.3 Placement of *Approved Containers* for Curbside Collection

- i. Each *owner* shall place *approved containers* as close as possible to the edge of the *street* off of the travelled portion of the road.
- ii. Each *owner* shall place the *approved containers* in an accessible location to ensure that the operator of the collection vehicle does not exit the vehicle to facilitate *automated collection*.
- iii. Each *owner* shall place an approved container no closer than three (3) feet from any obstruction.
- iv. Each *owner* shall keep the *collection location* clear of snow and litter.
- v. Each *owner* shall place the *approved container* with the arrows on the lid pointing *towards the street*.
- vi. No *owner* shall place *approved containers* to obstruct pedestrian and vehicular traffic, or maintenance operations.
- vii. No *owner* shall place *approved containers* in a location which the *Director of Public Works* deems unreasonable, inefficient or dangerous.

3.7.4 *Semi-Automated Collection – Common Pad Location*

- i. No *owner* shall keep the storage area for *approved containers* in an unclean or unsanitary condition.
- ii. Each *owner* shall keep the *common pad location* clear of snow and litter.

3.7.5 Waste Disposal Packing Standards

- i. Each *owner* shall pack any wet waste such as food waste, food contaminated paper, kitty litter and any other compostable material in a leak-proof bag prior to placement in the *approved container*.
- ii. No *owner* shall bag *recyclable materials* within an *approved container*, except for shredded paper which shall be packaged in a clear plastic bag.
- iii. No *owner* shall fail to clean up any mess or debris created if waste spills from, or for any reason is no longer contained in the *approved container*.
- iv. No *owner* shall place *garbage* and/or *recyclable material* in such a manner that the lid of the *approved container* cannot completely close.
- v. No *owner* shall pack *garbage* and/or *recyclable material* too tightly that it cannot be emptied from the *approved container*.

3.7.6 Timing

- i. No *owner* of a *residential building* shall place *approved containers* for *curbside collection* at ground level earlier than 8:00 p.m. on the evening before collection, but no later than 6:30 a.m. on the designated day for collection.

- ii. No owner of a *residential building* shall fail to remove the empty *approved container* from the *collection location* before 10:00 p.m. on the day of collection.
- iii. No owner of a *residential building* shall fail to remove uncollected waste from the *collection location* before 10:00 p.m. on the day of collection.
- iv. No owner of an *ICI establishment* shall place *approved containers* for *curbside collection* at ground level earlier than 5:00 p.m. the evening before collection, but no later than 6:30 a.m. on the designated day for collection.
- v. No owner of an *ICI establishment* shall fail remove the empty *approved container* from the *collection location* before 5:00 p.m. on the day of collection.
- vi. No owner of an *ICI establishment* shall fail to remove uncollected waste from the *collection location* before to 5:00 p.m. on the day of collection.

3.8 Duties – Construction Companies

In the event that any construction will disrupt *automated collection* services, each construction company shall be responsible to find an alternative solution or *collection location* for the *approved containers*, to the satisfaction of the *Director of Public Works*.

Section 4 – Collection Services

The *City* will not provide waste collection services to any *residential building* or *ICI establishment* in the *City* for any form of waste, except as provided for in this Section, or by approval from the *Director of Public Works*.

4.1 Single Dwelling

The *City* will provide *garbage* and recycling collection services to each *single dwelling* by supplying one (1) *garbage container* and one (1) *recycling container* each designed for *automated collection*.

4.2 Low-Density Residential Building

The *City* will provide *garbage* and recycling collection services to *low-density residential buildings*. The service will be provided in the form of:

- i. *Containerized Collection* - one (1), two (2) yard dumpster for *garbage* and one (1), two (2) yard dumpster for *recyclable materials*; or
- ii. *Automated Collection* – *garbage containers* for collection of *garbage* and *recycling containers* for the collection of *recyclable materials*.

The quantities of *approved containers* shall be based on the maximum number of *dwelling units* within a *residential building*. An owner of a *low-density residential building* may choose the quantity of the *garbage* and *recycling containers*, but if no choice is

made, the *Director of Public Works* will select the default quantity of containers, i.e. one (1) *garbage container* and one (1) *recycling container* per *dwelling unit*.

Low-density residential buildings containing four (4) *dwelling units* and under, shall not be eligible for *containerized collection* services for *garbage* or *recyclable materials*.

4.3 *Multi-Unit Residential Building*

Waste services for *multi-unit residential buildings*, will be the responsibility of the *owner*, except by approval from the *Director of Public Works*.

4.4 *ICI Establishments*

The *City* may provide each *ICI establishment* with one (1) *garbage container* and up to three (3) *recycling containers*, each designed for *automated collection*.

4.5 Frequency of Collection Services/ Limitations

4.5.1 The *collection system* for *residential buildings* and *ICI establishment* occurs on an *alternating weekly collection* schedule one day per week, between *garbage* and *recyclable materials*.

4.5.2 Where access is restricted or limited for *automated collection* or for *semi-automated collection*, alternative collection methods may be approved by the *Director of Public Works*.

4.5.3 The *owner* of a *residential building* or an *ICI establishment* shall be responsible for the cost of any additional services and waste collections above the limits prescribed in this By-law.

4.5.4 For *low-density residential buildings* receiving *containerized collection*, the *bi-weekly collection* limits per *dwelling unit* shall be:

- i. *Garbage* – four (4) regular sized *garbage bags* (26" x 32.5"), or capacity not to exceed a 65 gallons; and
- ii. *Recyclable Materials* – the equivalent of six (6) regular sized *garbage bags* (26" x 32.5"), or capacity not to exceed a 95 gallons; and
- iii. *Non-collectable Waste* – not permitted.

4.5.5 For *ICI establishments*, the *bi-weekly collection* limits per shall be:

- i. *Garbage* – four (4) regular sized *garbage bags* (26" x 32.5"), or capacity not to exceed a 65 gallons; and
- ii. *Recyclable Materials* – the equivalent of eighteen (18) regular sized *garbage bags* (26" x 32.5"), or capacity not to exceed a 285 gallons;
- iii. *Non-collectable Waste* – not permitted.

4.6 Assisted Waste Collection Program

4.6.1 The *City* shall provide an assisted waste collection program to an *owner* of a *residential building* entitled to receive *semi-automated collection* from the *City*, provided that the *owner* meets eligibility requirements and completes the Assisted Waste Collection Service Application Form. Approval is at the discretion of the *Director of Public Works*, and is subject to an annual review.

4.6.2 As a condition of service under subsection 4.6.1 of this By-law, the *owner* shall ensure that the *approved containers* are at all times freely accessible and not enclosed within any building or restricted area, and shall comply with the Waste Disposal Packing Standards as described in subsection 3.7.5 of this By-law.

4.6.3 At no time shall the safety of *City* employees or its *contractors* be jeopardized.

4.6.4 The *City* and its *contractors* are not responsible for any property damage as a result of executing this service.

4.8 Statutory Holidays

No automated collection, semi-automated collection, or containerized collection shall be made on the following holidays which fall on normal collection days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, or any other day designated as a holiday, unless an emergency or exceptional situation, as deemed by the *City*, arises and collection must occur on a holiday.

When a normal *curbside collection* day falls on a holiday, the collection shall be made one (1) day later, or as advertised by the *City* or its *contractor*.

4.9 Municipal Hazardous or Special Waste

The *City* does not collect on a regular basis Municipal Hazardous Waste or Special Waste (MHSW). The *City* does endeavour to provide at least annually, a MHSW collection event (Orange Drop) arranged and organized by the *Director of Public Works*.

4.10 Organic Materials

The *City* does not separately collect *organic materials* of any nature, using an *organics container*. *Organic materials* can be disposed of in the *garbage container* or at the *landfill site* in accordance to the applicable tipping fee, outlined in *Appendix 03* attached hereto.

4.11 Yard Waste

The *City* does not collect *yard waste* of any nature, unless authorized by the *Director of Public Works*. *Owners* are responsible for the proper disposal of *yard waste*. *Yard waste* can be disposed of at a *landfill site* in accordance to the applicable tipping fee, described in *Appendix 03* of this By-law.

4.12 Bulky Items

The *City* does not collect *bulky items* of any nature. *Owners* are responsible for the proper disposal of *bulky items*. *Bulky items* can be disposed of at a *landfill site* in accordance to the applicable tipping fee, outlined in *Appendix 03* attached hereto.

Section 5 - Private Waste Collection Operations

5.1 Private Collection Services

The *City* does not provide *collection services* to *residential buildings* or *ICI establishments*, beyond the limits established in Section 4 of this By-law.

5.2 Arrangements for Private Collection

The *owner* shall arrange for the *private collection* of waste if:

- i. the property is ineligible to receive collection services from the *City*;
- ii. collection services have been discontinued for any type of waste;
- iii. limitations established in Section 4 of this By-law are exceeded; or
- iv. waste is of a type for which collection services are not provided by the *City*.

5.3 Private Collection – Provisions

The *owner* who is required to arrange for *private collection* services shall ensure:

- i. that all waste is stored in properly constructed and maintained waste storage containers;
- ii. every storage container is emptied as necessary to prevent odours or other nuisances;
- iii. material does not overflow the storage container and lids or doors of storage containers are kept closed;
- iv. a container storage enclosure is provided which is adequate to contain all of the storage containers;
- v. that every storage container and any enclosure or other structure or building provided for the housing of storage containers are at all times maintained in a secure, clean, dry and sanitary condition, to prevent entry of or occupation by rodents, insects or other vermin;
- vi. that the waste is conveyed to the point of disposal at the expense of the *owner* of such waste;
- vii. that proof is provided if requested by the *Director of Public Works* that the waste has been transported to an appropriate *landfill site* in accordance with this By-law or legislative requirements; and
- viii. that *prohibited waste(s)* is/are kept separate from all other waste and stored in a container adequate for the safe storage and disposal of the *prohibited waste(s)*.

Section 6 - Landfill Site/Spoke Transfer Station

6.1 Landfill Site/ Spoke Transfer Station – General Restrictions

- 6.1.1 No *person* shall deposit waste at any *landfill site* outside the hours of operation as posted at the site.
- 6.1.2 No *person* shall deposit *recyclable materials* at the *spoke transfer station* outside of hours of operation, unless where approved waste disposal containers have been provided for that purpose.
- 6.1.3 No *person* shall, except as provided herein, deposit any *prohibited waste* at any *landfill site* or at the *spoke transfer station*.
- 6.1.4 No *person* shall deposit for landfilling purposes any *recyclable materials*, any *e-waste* or any other form of waste determined by the *Director of Public Works* collectable under another type of diversionary program.
- 6.1.5 No *person* shall deposit at a *landfill site* or at the *spoke transfer station* any waste determined by the *Director of Public Works* to require segregation or special handling contrary to the site attendant's direction;
- 6.1.6 No *person* shall deposit *septic tank effluent at any location* in a *landfill site*, or at the *spoke transfer station*.
- 6.1.7 No *person* shall set any fire at any *landfill site* or at the *spoke transfer station*.
- 6.1.8 No *person* shall deposit waste at the gate or entrance to a *landfill site* or to the *spoke transfer station*, or at any place other than the designated location.
- 6.1.9 No *person* shall neglect or refuse to provide proof of the origin of waste tendered for disposal at a *landfill site* or at the *spoke transfer station* when such is demanded.
- 6.1.10 No *person* shall deposit waste at any *landfill site* or at the *spoke transfer station* when the attendant at the site refuses deposit of the waste on the grounds that the origin of the waste has not been satisfactorily proven.
- 6.1.11 No *person* shall deposit waste at any *landfill site* or at the *spoke transfer station* when such deposit has been forbidden by the *Director of Public Works*.
- 6.1.12 No *person* shall operate a motor vehicle at a *landfill site* or at the *spoke transfer station* other than on a designated route, without due care or attention.
- 6.1.13 No *person* shall *scavenge* at any *landfill site*, or *spoke transfer station* without the prior written approval of the *Director of Public Works*.

- 6.1.14 No *person* shall transport waste to or at any *landfill site* or the *spoke transfer station* except in properly covered containers or in carts, wagons, or vehicles, totally enclosed or covered in canvas, tarpaulins or nets, so fastened down around the edges to prevent any of the contents from falling upon the ground during transport.
- 6.1.15 No *person* shall deposit waste at any *landfill site* or at the *spoke transfer station* while barred from doing so.
- 6.1.16 No *person* shall deliver any tires to any *landfill site* co-mingled with any other waste.
- 6.1.17 No *person* shall deposit tires with attached rims at any *landfill site* or *spoke transfer station*.
- 6.1.18 No *person* shall co-mingle *white goods* with other waste delivered to the *landfill site* or the *spoke transfer station*.
- 6.1.19 No *person* shall deposit an ozone depleting appliance at a *landfill site* or the *spoke transfer station* in any location other than the location designated by the *Director of Public Works* for that purpose.
- 6.1.20 No *person* shall deposit any containing ozone depleting appliances at a *landfill site* unless in an upright position.
- 6.1.21 No *person* shall attend at any *landfill site* or at the *spoke transfer station* except for the purposes of depositing waste, or for other lawful business, without the written approval of the *Director of Public Works*.
- 6.1.22 No *person* shall trespass on any *landfill site* or the *spoke transfer station*.
- 6.1.23 No *person* shall deliver or deposit at any *landfill site*, or *spoke transfer station* any *transient waste* unless they have entered into an agreement with the *City*.
- 6.2 Asbestos Waste Disposal
- 6.2.1 No *person* shall unload or dispose of asbestos waste.
- 6.2.2 Notwithstanding subsection 6.2.1., the unloading or disposal shall be in accordance with the following conditions:
- i. All asbestos waste must be contained in a rigid, impermeable, sealed container of sufficient strength to accommodate the weight and nature of the waste. If the container is a cardboard box, the waste must be placed in a polyethylene bag placed within the box. The container must be free from punctures, tears or leaks. The external surface of the container and the vehicle used for the transport of the asbestos waste must be free from asbestos waste;
 - ii. During unloading, the packaged asbestos waste materials shall be handled individually and care taken to place the package in the designated area to avoid

- spillage. This unloading shall be the responsibility of the contractor and shall not be done by a site attendant;
- iii. The unloading shall only be done in the presence of a site attendant to ensure that no loose asbestos waste or broken containers are unloaded and that no airborne particulate is generated;
 - iv. In the event that loose asbestos waste or broken containers are found, the contractor shall repackage the material with additional containers or bags;
 - v. The containers shall be placed directly in the designated area which has been prepared by the site attendant and immediately after unloading, the containers shall be covered by the site attendant;
 - vi. The contractor shall contact the *City* twenty-four (24) hours prior to delivery to allow for preparation of the location; and
 - vii. Asbestos waste is only accepted by appointment booked in advance. The *Director of Public Works* reserves the right to limit or refuse the acceptance of asbestos waste.

6.3 Refusal Rights

The *City* reserves the right to refuse the disposal of any material. Under special or emergency conditions, the *Director of Public Works* may accept waste which has been approved by the Ministry of the Environment and Climate Change.

6.4 Order to Leave Landfill Site/Spoke Transfer Station

The *Director of Public Works* or *contractor* may at any time order any *person* to leave the *landfill site* or *spoke transfer station* if such *person*:

- i. is *scavenging*;
- ii. is depositing waste contrary to this By-law;
- iii. is conducting any illegal activity; or
- iv. has no lawful reason to be at the *landfill site* or at the *spoke transfer station*.

6.5 Trespassing – Police Assistance

If any such *person* fails or refuses to leave in response to an order under Subsection 6.4, the *Director of Public Works* or *contractor* may call for police assistance and cause trespass charges to be laid.

6.6 Landfill Site/ Spoke Transfer Station Operation – Disposal Fees

- 6.6.1 The *City* may from time-to-time establish fees for the use of the *landfill site* or the *spoke transfer station* by amendment to *Appendix 03*, and may inform users of the facilities of any changes to the disposal fees by posting a notice at the *landfill site* and *spoke transfer station*.
- 6.6.2 Every *person* shall pay the applicable disposal fees and surcharges in full by cash or certified cheque to the site attendant before leaving the site and/or

station unless a charge account has been approved in accordance with *City* policy.

6.6.3 Any *person* applying the disposal fees or surcharges to a charge account in good standing will be required to provide the vehicle license plate to the attendant for proper processing of said account.

6.6.4 Every *person*, group or municipality located outside the boundaries of the *City* who disposes of *recyclable materials* at the *spoke transfer station* must have approval from the *Director of Public Works*, and have entered into a formal agreement with the *City*. Fee associated with the disposal agreement shall be in accordance with *Appendix 03* of this By-law.

6.7 Landfill Site/Spoke Transfer Station Operation – Hours of Operation

The *landfill site* and/or *spoke transfer station* shall be open to the public at times determined by the *Director of Public Works*.

Section 7 – Privately-Owned Waste Disposal Sites

7.1 Authorization to Operate Private-Owned Waste Disposal Site

No *person* shall operate a privately-owned waste disposal site or other operation for the disposal of waste, either for his or her own use or for the use of others, without having first received authorization from the Ministry of the Environment and Climate Change and shall comply with all applicable Official Plan and zoning by-laws prior.

7.2 Right to impose conditions for Operation of Privately-Owned Waste Disposal Site

The *City* may impose conditions on privately-owned waste disposal sites, and the applicant shall maintain his or her operation in conformity with the conditions.

7.3 Other Approvals required to Operate Privately-Owned Waste Disposal Site

All privately-owned waste disposal sites shall comply with all relevant *City*, Provincial and Federal approvals and standards.

Section 8 - General Provisions and Prohibitions

8.1 General Waste Provisions

8.1.1 No *person* shall, unless authorized by the *Director of Public Works*, *scavenge*, interfere with, or scatter any waste or cause or permit the *scavenging*, interference with, or scattering of any waste, placed at a *collection location* for collection, whether or not in an *approved container*.

8.1.2 Once waste enters the collection vehicle, it becomes the property of the *City*.

- 8.1.3 No *person* shall place any form of waste at the *collection location* for a property, unless waste collection services are provided for that type of waste at that property.
- 8.1.4 No *person* shall place any form of waste at the *collection location* for a property unless the waste was generated on that property, without the prior consent of the *owner* of that property.
- 8.1.5 No *person* shall, unless authorized by the *Director of Public Works* in writing, deposit or cause to be deposited or permit any contractor, agent or employee of such *person* to deposit *any waste* on or in any *street, public property, private property, vacant lot, yard or watercourse*.
- 8.1.6 No *person*, unless authorized by the *Director of Public Works*, in writing, shall place waste on *public property* for collection by a private waste collection operator.
- 8.1.7 No *person* shall permit any animal owned by him or her or under his or her control to pick-over, interfere with, remove or scatter any waste placed out for collection.
- 8.1.8 No *person* shall deposit waste generated on *private property* into or beside public waste receptacles located on a *street* or *public properties*;
- 8.1.9 No *person* shall deposit or cause to be deposited any waste other than in an *landfill site* and/or *spoke transfer station*;
- 8.1.10 Natural soil, earth, sand, clay, gravel, loam, stones or any similar excavated material may be used to fill low lots;
- 8.1.11 No *person* shall allow any liquid matter from any cesspool, septic field or vehicle, or allow any other objectionable liquid from any source whatsoever, to flow or drain upon *streets, roadsides, ditches, gutters, public property* or *private property*.
- 8.2 Pet Excrement
- 8.2.1 No *person* shall dispose of pet excrement from any pet with *garbage* unless the *owner* first wraps the pet excrement in absorbent paper, and places same in a sealed leak-proof bag.
- 8.2.2 No *person* shall mix in with *garbage*, pet excrement exceeding 10% volume of the contents of the bag.
- 8.2.3 No *person* shall deliver pet excrement to a *landfill site* unless the *owner* wraps the *pet excrement* in absorbent paper and places same in a sealed leak-proof bag, inside a further sealed leak-proof bag.
- 8.2.4 No *person* shall fail to notify the site attendant at the *landfill site* the contents of a bag include pet excrement.

8.3 Animal Carcasses

No *person* shall deposit or cause to be deposited the carcass of a dead animal at the *spoke transfer station*, or through *curbside collection*.

8.4 Inspection

8.4.1 A *By-Law Enforcement Officer*, a *City* employee or contractor responsible for the administration or collection of *solid waste*, may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- i. This By-law;
- ii. A notice, direction or order made under this By-law;
- iii. A condition of a notice or order issued under this By-law; or
- iv. An order made under s. 431 of the Municipal Act.

8.4.2 A *By-Law Enforcement Officer*, a *City* employee or contractor may for the purposes of the inspection under subsection 8.4.1 of this By-law:

- i. require the production for inspection of documents or things relevant to the inspection;
- ii. inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- iii. require information in writing or otherwise as required by the *By-law Enforcement Officer* from any *person* concerning a matter related to the inspection; or
- iv. alone or in conjunction with a *person* possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

8.4.3 A *By-law Enforcement Officer* may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under section 438 of the Municipal Act, 2001 where he or she has been prevented or is likely to be prevented from carrying out an inspection under subsections 8.4.1 and 8.4.2. of this By-law.

8.5 Notice to Remove Waste

The *Director of Public Works* may give written notice to any *person* who deposits waste on *public property* advising that if such *person* fails to remove the waste within the time specified in the notice, the *City* may remove the waste at the expense of the *person* who deposited the waste.

8.6 Notice of Default

8.6.1 If the Director of Public Works is satisfied that a contravention of this By-law has occurred, he or she may give notice requiring the *person* who contravened this By-law or who caused or permitted the contravention, or the owner of the

property on which the contravention occurred to cease the specified contravention, and/or take action to correct the contravention.

8.6.2 A notice under subsection 8.6.1 of this By-law shall set out:

- i. Reasonable particulars of the contravention adequate to identify the contravention and the location of the property on which the contravention occurred;
- ii. The action to be completed, if applicable; and
- iii. The dates or dates by which there must be compliance with the notice.

8.7 Order to Suspend Waste Collection Services

Where a *person* or an *owner* of the property on which the contravention occurred, fails to remedy the contravention, the *Director of Public Works* may issue an order to suspend or discontinue waste collection services.

8.8 Service of Notices and Orders

8.8.1 A notice made under subsection 8.5 and/or 8.6.1 of this By-law, or an order made under subsection 8.7 of this By-law, may be served personally or by registered mail to the last known address of:

- i. the *owner* of the property where the contravention occurred; and
- ii. such other *persons* affected by it as the Director of Public Works making the notice determines.

Service by registered mail shall be deemed to have taken place five business days after the date of mailing.

8.8.2 In addition to service given in accordance with subsection 8.8.1, a notice made under 8.5 and/or 8.6.1 of this By-law, or an order made under section 8.7 of this By-law, may be served by a *By-law Enforcement Officer* placing a placard containing the notice in a conspicuous place on the property where the contravention occurred.

8.8.3 Where service cannot be given in accordance with subsection 8.8.1, sufficient service is deemed to have taken place when given in accordance with subsection 8.8.2.

8.9 Reinstatement of Waste Collection Services

Any *person* or *owner* may apply to the *Director of Public Works* in writing for the reinstatement of waste collection services, and upon satisfying the *Director of Public Works* that he or she are in compliance with this By-law, and that further contravention of this By-law is unlikely to occur, the *Director of Public Works* may reinstate full or partial waste collection services, subject to such conditions or terms as he or she considers appropriate.

8.10 Liability for Damage to Landfill Site and/or Spoke Transfer Station

Every *person* who, by act, offence, default, neglect or omission; occasions any loss, cost, damage or injury to the *landfill site* or *spoke transfer station* or any part or appurtenance thereof, is liable to the *City* for any and all financial losses and costs incurred as a result.

8.11 Costs Recoverable in like manner as Property Taxes

If payment is not made, the *City* may recover the outstanding amount by action or in the case of an *owner*, the same may be recovered in like manner as property taxes, in the sole discretion of the *Director of Public Works*, and the *City's* treasurer is hereby authorized to take all necessary action to do so.

Section 9 - Enforcement and Penalties

9.1 Penalties – Individuals

Every *person* who contravenes any provision of this By-law is, upon conviction, guilty of an offence, and shall be liable:

- i. on a first conviction, to a fine of not more than \$10,000; and
- ii. on a subsequent conviction, to a fine of not more than \$25,000 as authorized by the Municipal Act S.O. 2001 Chapter 25 Section 77(1).

9.2 Penalties – Corporation

Despite subsection 9.1, where the *person* convicted is a corporation, the maximum fines in Subsections 9.1 i) and 9.1 ii) are \$50,000 and \$100,000 respectively, as authorized by the Municipal Act S.O. 2001 Chapter 25 Section 77(2).

9.3 Subsequent Conviction

Where an offence is a continuing offence, each new day that the offence is continued shall constitute a separate and distinct offence.

9.4 Order of Prohibition

Where a *person* has been convicted of an offence, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any other penalty imposed by this By-law, make an order prohibiting the continuation or repetition of the offence by the *person* convicted.

9.5 Set Fines

- 9.5.1 Pursuant to Part 1 of the *Provincial Offences Act, R.S.O. 1990, Chapter P.33*, every *person* who contravenes this By-Law is liable to a set fine for each offence committed, as established under *Appendix – 05 Set Fines* annexed hereto.

- 9.5.2 No action or proceeding under the provisions of this By-Law shall preclude the *Municipality* from the right and power to exercise any other right or remedy available to the *Municipality*.

Recyclable Materials

In this By-law "*recyclable materials*" includes;

recyclable containers includes the following forms of containers, which have been emptied of the contents and rinsed clean:

- a) food and beverage *glass bottles and jars*, including metal lids;
- b) *metal food and beverage containers*;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (with the number 1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty *aerosol containers*;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers or *gable top cartons*, such as for milk and juice; and
- j) any other container designated by the *Director of Public Works* to be a recyclable container.

recyclable papers includes the following:

- a) household paper, including junk mail, *fine paper*, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) shredded paper (required packaging in a clear plastic bag);
- c) paper egg cartons;
- d) *paper cores*;
- e) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- f) *newspapers* and inserts;
- g) *magazines/ catalogues* and glossies;
- h) telephone directories;
- i) soft covered *books* and hard covered *books* (hardcover removed and recycled separately); and
- j) any other paper or paper products designated by the *Director of Public Works* to be recyclable papers.

recyclable cardboard includes clean, unwaxed *corrugated cardboard* and *box board*;

recyclable plastic film, includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

Organic Materials

In this By-law "*organic materials*" includes materials that will breakdown naturally and turn into compost such as:

- a) food scraps;
- b) diapers;
- c) animal waste
- d) soiled paper food containers; and
- e) any other materials or products designated by the *Director of Public Works* to be *organic materials*.

Yard Waste

In this By-law, *yard waste* means:

- a) leaves;
- b) grass clippings;
- c) trees (excluding root balls);
- d) garden roots and cuttings;
- e) hedge and shrub trimmings;
- f) brush cuttings;
- g) twigs and branches;
- h) natural *Christmas Trees*, decorations removed;
- i) any other item determined by the *Director of Public Works* from time-to-time to be *yard waste*.

Amnesty Program

In this By-law "amnesty program" means a program that permits residents to drop of *garbage* at the *landfill site* without the application of a tipping fee.

The amnesty program shall have the following restrictions/conditions applied:

- a) Applicable to residents of the *City of Temiskaming Shores* and is **not** applicable to *ICI* establishments;
- b) Deposit up to a maximum of two (2) cubic yards of waste (equivalent to a ½ ton truck load) per amnesty week;
- c) Amnesty shall include no applicable Tipping Fees for brush;
- d) Tipping Fees remain applicable for *prohibited waste*;
- e) Surcharge fee remains applicable for *White Goods* containing freon gas or ozone depleting substances.

The *Director of Public Works* shall establish two Amnesty weeks annually, once in the spring and once in the fall.

Tipping Fees: Landfill Site

Category	Description	Applicable Fee/ yard ³ (Prices come into effect July 1st of each year)	
		Resident	Non Resident
1	Flat Rate - \$1.00 per bag up to a maximum of \$3.00 (under one cubic yard)	\$3.00	\$6.00
2	Residential/Commercial Garbage: <i>includes abandoned residential or commercial waste, either animal or vegetable, organic waste, wearing apparel, broken crockery and refuse of a similar nature, but shall not include metal, weighty or bulky articles such as large appliances, furniture, barrels, bed springs, furnaces or anything of a similar nature.</i>	2015: \$4.00 2016: \$5.00 2017: \$6.00	2015: \$8.00 2016: \$10.00 2017: \$12.00
3	Metals/Bulky Waste: <i>Items whose large size precludes or complicates handling by normal collection, processing or disposal methods such as furniture and appliances. Also ferrous metal, aluminum, mixed metal, white goods and old vehicles.</i>	2015: \$5.00 2016: \$6.00 2017: \$7.00	2015: \$10.00 2016: \$12.00 2017: \$14.00
4	Yard Waste: <i>Includes clean wood, brush, yard and plant materials, suitable for composting purposes.</i>	No Fee	\$4.00
5	Non-Hazardous Waste: <i>includes clean fill</i>	2015: \$5.00 2016: \$6.00 2017: \$7.00	2015: \$10.00 2016: \$12.00 2017: \$14.00
6	Inorganic Earth Like Material: <i>includes reclaimed asphalt products, aggregate, and soils free of chemical contaminants.</i>	2015: \$6.00 2016: \$7.00 2017: \$8.00	2015: \$12.00 2016: \$14.00 2017: \$16.00
7	<i>Sorted Construction and Demolition Waste: Recyclable materials sorted from non – recyclable materials</i>	2015: \$5.00 2016: \$10.00 2017: \$15.00	2015: \$5.00 2016: \$10.00 2017: \$15.00
8	<i>Unsorted Construction and Demolition Waste</i>	2015: \$15.00 2016: \$20.00 2017: \$25.00	2015: \$30.00 2016: \$40.00 2017: \$50.00
9	Contaminated Waste: <i>includes excavated soils containing organic or hydrocarbon contaminants at a level that is acceptable to the Ministry of the Environment for disposal at the Municipality's Landfill Site.</i> <i>Asbestos waste includes \$100.00 flat rate, plus tipping fee.</i>	\$50.00	\$100.00
10	Freon Containing Items	\$75 each	\$150 each
11	Rubber Tires: Passenger Vehicle and Light Truck Tires Medium Truck Tires Small and Medium Off-the-Road Tires	No Fee	
	Notes: 1. All other tire sizes will not be accepted at the Landfill Site; 2. Landfill attendant shall accept up to a total of four (4) tires per drop off; 3. Tires still on a rim will not be accepted.		

Note: The landfill site will only accept waste that is within the conditions of the Certificate of Approval.

Prohibited Waste

For the purposes of this By-law **hazardous waste** means:

acute hazardous waste	chemical hazardous waste	chemical corrosive waste
hazardous industrial waste	ignitable waste	PCB waste
radioactive waste	reactive waste	severely toxic waste
leachate toxic waste		

or any other waste determined by the *Director of Public Works* to be a **hazardous waste**.

Pathological waste includes biomedical waste, whether solid or liquid, including but not limited to:

animal or human organ	animal or human bone, muscle or tissue	used bandages, poultices, or dressings
medicines, vitamins, drugs or vaccines	needles, syringes or lancets	vials

or any other waste determined by the *Director of Public Works* to be **pathological waste**.

Household Hazardous Waste includes any household product material or item, other than an empty container labelled as:

corrosive or toxic	reactive	explosive
Oxidizing	poisonous	infectious
Flammable	<i>sharps</i>	

or any other label or labels as may be established by the *Director of Public Works* from time to time as being prohibited.

Asbestos Waste includes any solid or liquid waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products and contains asbestos in more than a trivial amount or proportion.

**Part 1 Provincial Offences Act
Set Fines**

<u>Item No.</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	<u>Short Form Wording</u>	<u>Provision Creating or Defining Offence</u>	<u>Set Fine</u>
1.	Alter <i>approved container</i> without written consent	Sch A, s. 3.7.1 v.	\$ 125.00
2.	Damage <i>approved container</i>	Sch A, s.3.7.1 vi.	\$125.00
3.	Set out for collection non-approved container	Sch A, s.3.7.1 vii. a)	\$125.00
4.	Set out for collection container that contains <i>contamination</i>	Sch A, s.3.7.1 vii. b)	\$125.00
5.	Set out for collection a container that is damaged	Sch A, s.3.7.1 vii. c)	\$125.00
6.	Set out for collection a container that has graffiti	Sch A, s.3.7.1 vii. d)	\$125.00
7.	Set out for collection a container not placed at <i>collection location</i>	Sch A, s.3.7.1 vii. e)	\$125.00
8.	Set out <i>garbage container</i> that exceeds the allowable weight	Sch A, s.3.7.1 vii. f) (1)	\$125.00
9.	Set out <i>recycling container</i> that exceeds the allowable weight	Sch A, s.3.7.1 vii. f) (2)	\$125.00
10.	Set out for collection container not cleared of snow/ ice	Sch A, s.3.7.1 vii. g)	\$125.00
11.	Set out for collection container with lid secured	Sch A, s.3.7.1 vii. h)	\$125.00
12.	Set out for collection container that is unclean/unsanitary	Sch A, s.3.7.1 vii. i)	\$125.00
13.	Store <i>solid waste</i> in a location which is a nuisance	Sch A, s.3.7.2 i.	\$125.00
14.	Store <i>approved container</i> at <i>collection location</i>	Sch A, s.3.7.2 ii.	\$125.00
15.	Keep storage area for <i>approved containers</i> in unclean condition	Sch A, s.3.7.2 iii.	\$125.00
16.	Place <i>approved container</i> obstructing traffic	Sch A, s.3.7.2 vi.	\$125.00
17.	Place <i>approved container</i> in unreasonable location	Sch A, s.3.7.3 vii.	\$125.00
18.	Keep common pad storage area in unclean/ unsanitary condition	Sch A, s.3.7.4. i.	\$125.00
19.	Bag <i>recyclable materials</i> within an <i>approved container</i>	Sch A, s. 3.7.5 ii.	\$125.00
20.	Fail to clean up debris spilled from <i>approved container</i>	Sch A, s. 3.7.5 iii.	\$125.00
21.	Place waste in such manner that lid cannot completely close	Sch A, s. 3.7.5 iv.	\$125.00
22.	Pack waste too tightly in <i>approved container</i>	Sch A, s. 3.7.5 v.	\$125.00
23.	At <i>residential building</i> place <i>approved container</i> before 8:00 p.m. previous day	Sch A, s. 3.7.6 i.	\$125.00
24.	At <i>residential building</i> fail to remove <i>approved container</i> before 10:00 p.m. collection day	Sch A, s. 3.7.6 ii.	\$125.00
25.	At <i>residential building</i> fail to remove uncollected waste before 10:00 p.m. collection day	Sch A, s. 3.7.6 iii.	\$125.00
26.	At <i>ICI establishment</i> place <i>approved container</i> before 5:00 p.m. previous day	Sch A, s. 3.7.6 iv.	\$125.00
27.	At <i>ICI establishment</i> fail to removed <i>approved container</i> before 5:00 pm collection day	Sch A, s. 3.7.6 v.	\$125.00

28.	At <i>ICI establishment</i> fail to remove uncollected waste before 5:00 pm collection day	Sch A, s. 3.7.6 vi.	\$125.00
29.	Deposit waste at <i>landfill site</i> outside hours of operation	Sch A, s. 6.1.1	\$125.00
30.	Deposit <i>recyclable materials</i> at <i>spoke transfer site</i> outside hours of operation	Sch A, s. 6.1.2	\$125.00
31.	Deposit <i>prohibited waste</i> at <i>landfill site/ spoke transfer station</i>	Sch A, s. 6.1.3	\$125.00
32.	Deposit <i>recyclable materials</i> at <i>landfill site</i>	Sch A, s. 6.1.4	\$125.00
33.	Deposit waste at <i>landfill site</i> contrary to direction	Sch A, s. 6.1.5	\$125.00
34.	Deposit septic tank effluent at <i>landfill site/ spoke transfer station</i>	Sch A, s. 6.1.6	\$125.00
35.	Set fire at <i>landfill site/ spoke transfer station</i>	Sch A, s. 6.1.7	\$125.00
36.	Deposit waste at entrance to <i>landfill site/ spoke transfer station</i>	Sch A, s. 6.1.8	\$125.00
37.	Refuse to provide proof of the origin of waste	Sch A, s. 6.1.9	\$125.00
38.	Deposit waste at <i>landfill site/ spoke transfer station</i> despite refusal by attendant	Sch A, s. 6.1.10	\$125.00
39.	Deposit waste at <i>landfill site/ spoke transfer station</i> when forbidden	Sch A, s. 6.1.11	\$125.00
40.	Operate motor vehicle other than on a designated route	Sch A, s. 6.1.12	\$125.00
41.	Scavenge at <i>landfill site/ spoke transfer station</i>	Sch A, s. 6.1.13	\$125.00
42.	Fail to prevent waste from falling to ground during transport	Sch A, s. 6.1.14	\$125.00
43.	Deposit waste at <i>landfill site/ spoke transfer station</i> while barred	Sch A, s. 6.1.15	\$125.00
44.	Deposit at <i>landfill site</i> tires co-mingled with other waste	Sch A, s. 6.1.16	\$125.00
45.	Deposit at <i>landfill site/ spoke transfer station</i> tires with attached rims	Sch A, s. 6.1.17	\$125.00
46.	Deposit at <i>landfill site/ spoke transfer station</i> white goods co-mingled with other waste	Sch A, s. 6.1.18	\$125.00
47.	Deposit at <i>landfill site/ spoke transfer station</i> ozone depleting appliance	Sch A, s. 6.1.19	\$125.00
48.	Deposit <i>landfill site/ spoke transfer station</i> ozone depleting appliance in position other than upright	Sch A, s. 6.1.20	\$125.00
49.	Attend <i>landfill site/ spoke transfer station</i> except to deposit waste	Sch A, s. 6.1.21	\$125.00
50.	Trespass at <i>landfill site/ spoke transfer station</i>	Sch A, s. 6.1.22	\$125.00
51.	Deposit <i>transient waste</i> at <i>landfill site/ spoke transfer station</i>	Sch A, s. 6.1.23	\$125.00
52.	Dispose of asbestos waste	Sch A, s. 6.2.1	\$125.00
53.	Scavenge waste at a <i>collection location</i>	Sch A, s. 8.1.1	\$125.00
54.	Place ineligible waste for collection	Sch A, s. 8.1.3	\$125.00
55.	Place waste for collection at a property other than where it was generated	Sch A, s. 8.1.4	\$125.00
56.	Deposit waste on <i>public property</i> or <i>private property</i>	Sch A, s. 8.1.5	\$125.00
57.	Place waste on <i>public property</i> for collection by private operator	Sch A, s. 8.1.6	\$125.00
58.	Permit animal to interfere with waste	Sch A, s. 8.1.7	\$125.00

59.	Deposit waste from <i>private property</i> into/beside public receptacles	Sch A, s. 8.1.8	\$125.00
60.	Deposit waste other than in <i>landfill site/ spoke transfer station</i>	Sch A, s. 8.1.9	\$125.00
61.	Allow objectionable liquid to flow onto public or <i>private property</i>	Sch A, s. 8.1.11	\$125.00
62.	Dispose of pet excrement not sealed in bag	Sch A, s. 8.2.1	\$125.00
63.	Mix in excess 10% pet excrement with garbage	Sch A, s. 8.2.2	\$125.00
64.	Fail to notify site attendant of bag containing pet excrement	Sch A, s. 8.2.4	\$125.00
65.	Deposit carcass of dead animal	Sch A, s. 8.3	\$125.00

The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33.

The Corporation of the City of Temiskaming Shores
By-law No. 2015-094

Being a by-law to amend By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and associated Fees and to repeal By-law No. 2005-066

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

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

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

And whereas under Section 10.(2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

And whereas Section 7.(1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that a *Council* may pass by-laws and make regulations, applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of this Act;

And whereas Section 7.(8.1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that Section 398 of the Municipal Act, 2001, S.O. 2001, c. 25 applies, with necessary modifications, to fees established by a municipality under clause 7.(1)(c) of *the Building Code Act*;

And whereas Section 398.(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

And whereas Section 398.(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the treasurer of a municipality may add fees and charges imposed by the municipality to the tax roll;

And whereas Council adopted By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and associated Fees (Building By-law) on May 21, 2013;

And whereas Council considered Administrative Report No. CGP-018-2015 at the April 7, 2015 Regular Council meeting and directed staff to prepare the

necessary by-law to amend By-law No. 2013-052 to modify and impose Building Permit Application fees;

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

1. That Council hereby amends Part 2 – Definitions of Schedule “A” to By-law No. 2013-052 by adding definition 2.15 and re-number the subsequent definitions:

2.15 Order means an “Order to Comply”, “Order Not to Cover or Enclose”, “Stop Work Order”, “Order to Uncover” and “Order Requiring Test and Samples” as listed and described in Part 14 of this by-law.

2. That Council hereby amends Part 8 – Permit, Inspection and Maintenance Fees of Schedule “A” to By-law No. 2013-052 by adding the following to Article 8.6 Refunds:

(c) In the case of an *order* that has been issued no refunds shall be given. However the person aggrieved may appeal the decision of the *Chief Building Official* or an *Inspector* as allow in the *BCA*.

3. That Council hereby amends Part 8 – Permit, Inspection and Maintenance Fees of Schedule “A” to By-law No. 2013-052 by adding the following to Article

8.6 Fees – Refunds

c) In the event a person has paid a fee(s) associated with an order issued under this by-law and subsequently appeals the decision of the *Chief Building Official* or an *Inspector*, as permitted under Subsection 24. (1) of the *Building Code Act*, to the Building Code Commission, a refund of the fee(s) shall be applied should the Commission rescind the order.

4. That Council hereby amends Part 8 – Permit, Inspection and Maintenance Fees of Schedule “A” to By-law No. 2013-052 by adding the following to Article

8.9 Fees – Orders

The fees payable in respect of an order that is issued to achieve compliance with the *BCA*, the *OBC* and the Building By-law is based on a flat rate as set out in Appendix “1” Classes of Permits and Permit Fees.

5. That Council hereby amends Appendix “1” –Classes of Permits and Permit Fees of Schedule “A” to By-law No. 2013-052 by adding the following:

Row No.	Class of permit or fee	Fee Payable – 2013	Fee Payable – January 1 2014	Fee payable – January 1, 2015
13	An order that has been issued	Not applicable	Not applicable	\$200.00 per order (effective date: June 3, 2015)
14	A building permit application for which construction has started	Not applicable	Not applicable	Applicable permit fee shall be doubled

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

Read a first and second time this 5th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-129

**Being a by-law to confirm certain proceedings of Council of
The Corporation of the City of Temiskaming Shores for its
Regular meeting held on June 2, 2015**

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **June 2, 2015** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen