



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 16, 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 – June 2, 2015

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Tim Uttley, Fire Chief – Temiskaming Shores

Re: Introduction of Fire Training Officer – Gregg Miller

10. **Communications**

a) Minister Mario Sergio – Minister Responsible for Seniors Affairs

Re: Funding Approval - Age-Friendly Community Planning

Reference: Motion to be presented

b) Government of Ontario – News Release

Re: New Rules will help Reduce Collisions, Injuries and Fatalities

Reference: Received for Information

c) Katrina Miller – Keep Hydro Public

Re: Request for Resolution - Privatization of Hydro One

Reference: Received for Information

d) Michael Gravelle, MPP – Northern Ontario Heritage Fund Corporation

Re: Funding Approval - Engineering Technician/Technologist

Reference: Refer to By-law No. 2015-000 (Agreement)

- e) Government of Ontario – News Release
Re: Ontario Launches Consultations on Infrastructure Priorities
Reference: Referred to Senior Management

- f) Government of Ontario – News Release
Re: Ontario Moving Forward with Accessibility Certification Program
Reference: Referred to Municipal Clerk

- g) Rachelle Cote, Executive Assistant – Timiskaming Health Unit
Re: 2014 Timiskaming Health Unit Audited Financial Statements
Reference: Motion to be presented

- h) Alison Stanley, Information and Communications Officer - FONOM
Re: FONOM Spring Newsletter 2015
Reference: Received for Information

- i) Letter from Brian Folco and response by Mayor Kidd
Re: Road condition: Landry, Dixon, Glen, Bolger and Farah
Reference: Received for Information

- j) John Vanthof, MPP Timiskaming Cochrane
Re: News Release – Hwy Access for Off-Road and All-Terrain Vehicles becoming Law in Summer 2015
Reference: Received for information

- k) Government of Ontario – News Release
Re: Ontario Increasing On-Road Access for Off-Road and All-Terrain Vehicles
Reference: Referred to Municipal Clerk
- l) Joe Torlone, Secretary-Treasurer – Northeastern Ontario Municipal Association
Re: Request for support – Mushkegowuk conceptual plan to bring a railway to the Ring of Fire
Reference: Motion to be presented under New Business
- m) Joe Torlone, Secretary-Treasurer – Northeastern Ontario Municipal Association
Re: Request for support – English University in Timmins
Reference: Motion to be presented under New Business
- n) Joe Torlone, Secretary-Treasurer – Northeastern Ontario Municipal Association
Re: Request for support – Protest Divestment of Hydro One assets
Reference: Motion to be presented under New Business

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. n) 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 Northeastern Ontario Municipal Association meeting held on May 15, 2015;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on April 22, 2015;
- c) Minutes of the Temiskaming Transit Committee meeting held on May 25, 2015.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Building Maintenance Committee meeting held on May 26, 2015.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Temiskaming Shores Public Library – Strategic Plan 2014-2018**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the 2014-2018 Strategic Plan for the Temiskaming Shores Public Library as well as the presentation of the Plan from Board member Roger Oblin and Library CEO, Rebecca Hunt at the June 2, 2015 Regular Council meeting.

- b) **2014 Timiskaming Health Unit – Audited Financial Statements**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the 2014 Timiskaming Health Unit – Audited Financial Statements.

c) Second Quarter Operating Financial Report - 2015

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the Second Quarter Operating Financial Report for information purposes.

d) Northeastern Ontario Municipal Association – Request for Support – Mushkegowuk conceptual plan for a railway to the Ring of Fire

Draft Motion

Whereas at the May 15, 2015 meeting of the Northeastern Ontario Municipal Association adopted Resolution No. 2015-08 to support the Mushkegowuk Council's conceptual plan to bring a railway to the Ring of Fire in a public/private partnership;

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby support the NEOMA resolution supporting the Mushkegowuk Council's conceptual plan to bring a railway to the Ring of Fire.

e) Northeastern Ontario Municipal Association – Request for Support – English University in Timmins

Draft Motion

Whereas at the May 15, 2015 meeting of the Northeastern Ontario Municipal Association adopted Resolution No. 2015-09 in support of the need for an English University in the City of Timmins;

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby support the NEOMA resolution for the need for an English University in the City of Timmins.

f) Northeastern Ontario Municipal Association – Request for Support – Protest Divestment of Hydro One Assets

Draft Motion

Whereas at the May 15, 2015 meeting of the Northeastern Ontario Municipal Association adopted Resolution No. 2015-10 to protest the sale of 60 percent of the assets of Hydro One to the private sector;

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby support the NEOMA resolution to strongly protest the sale of 60 percent of the assets of Hydro One.

g) Memo No. 023-2015-CGP – Door to Door Sales of Dog and Cat Tags

Draft Motion

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

That Council acknowledges the communications campaign in concert with the Animal Control Officer initiating a Door to Door Sales of Dog and Cat Tags in accordance with By-law No. 2013-051 being a by-law to regulate the keeping of animals and the registration of dogs and cats within the City of Temiskaming Shores

h) Administrative Report No. CGP-029-2015 – Land Sale – Jelly Towing – Dymond Industrial Park

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-029-2015;

That Council accepts the Offer to Purchase in the amount of \$25,000 plus HST from G&W Jelly's Ltd. for land legally described as Dymond Concession 1 North Part of Lot 6, Reference Plan 54R-4314 Part 12, Parcel 21726SST; Temiskaming Shores, District of Timiskaming;

That Council agrees to waive the requirement for the purchaser to construct a building on the lot;

That Council agrees to 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 accept the Offer to Purchase for Council's consideration at the June 16, 2015 Regular Council meeting.

i) Administrative Report No. CGP-030-2015 – Amendment to Sign By-law No. 2007-019 – Annual Encroachment Fees

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-030-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2007-019 for consideration at the July 7, 2015 Regular Council meeting.

j) Administrative Report No. CGP-031-2015 – Award – Housing for Small Families, Seniors and Persons Living with Disabilities

Draft Motion

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

That Council accepts Ron Rice's proposal for Project 3 on Little Street to construct a single detached dwelling with a second unit;

That Council accepts Laurier Loranger's proposal for Project 6 on Carter Boulevard to construct a single detached dwelling with a second unit provided one or both units are accessible for persons living with disabilities;

That Council does not accept Alyssa Breault and Robert Cunningham's proposal for Project 3 on Little Street to construct a single detached dwelling because it does not meet the criteria of the Request for Proposals; and

That Council directs staff to prepare the necessary by-laws and Offers to Sell for Council's consideration at a future meeting.

k) Administrative Report No. CS-023-2015 – Delegation of Powers

Draft Motion

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

That Council directs staff to prepare the necessary by-law for the delegation of various powers for consideration at the June 16, 2015 Regular Council meeting.

l) Administrative Report No. CS-024-2015 – Amendment to Accounts Receivable Policy

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2007-045 to reflect the changes to Section 11 – Non Tax Debt for consideration at the June 16, 2015 Regular Council meeting.

m) Administrative Report No. PPP-005-2015 – Appointment of Volunteer Firefighter – Kevin Dufresne

Draft Motion

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

That Council hereby appoints Kevin Dufresne as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

n) Administrative Report No. PW-035-2015 – Tender Award – Asphalt Marking Services

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-035-2015;

That Council approves the award of the 2015 Asphalt Marking Services contract to *Grass King Inc.* in the amount of \$ 21,253.00 plus HST; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the June 16, 2015 Regular Council meeting.

o) Administrative Report No. PW-036-2015 – Tender Award – Asphalt Patching

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-036-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the 2015 Asphalt Patching contract to *Miller Paving Limited* in the amount of \$122,666.50 plus HST; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the June 16, 2015 Regular Council meeting.

p) Administrative Report No. PW-037-2015 – Tender Award – Concrete Sidewalk and Curb Repairs

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-037-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the 2015 Concrete Sidewalk and Curb Repair contract to *Pedersen Construction (2013) Inc.* in the amount of \$27,025.50 plus HST; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the June 16, 2015 Regular Council meeting.

q) Administrative Report No. PW-038-2015 – Application for a Municipal Drain – Peters Road

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-038-2015; and

That Council approves the submission of a Petition for Drainage Works by the Road Authority for Peters Road between Highway 65 E and Drive-in Theatre Road.

r) Administrative Report No. PW-039-2015 – Dymond Water Looping Project

Tenders for the Dymond Water Looping Project were opened at 3:00 p.m. on Friday, June 12, 2015. An Administrative Report will be presented to Council on Tuesday, June 16, 2015.

s) Administrative Report No. RS-015-2015 – Knock Cancer out of the Park

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-015-2015;

That Council Proclaim July 10-12, 2015 as the “Shanna Larsen Memorial “Team Shan” Weekend in the City of Temiskaming Shores; and

That Council approves the application of the non-profit rate for the use of the municipal ball diamonds at the same rate as 2014 and that the rental fee of \$224.00 plus applicable taxes for the use of the New Liskeard Arena Hall for a community dance reception be waived.

t) Proclamation of *Shanna Larsen Memorial “Team Shan” Weekend*

Draft Motion

Be it resolved that Council hereby proclaims the weekend of July 10-12, 2015 as the ***Shanna Larsen Memorial “Team Shan” Weekend*** in the City of Temiskaming Shores.

u) Administrative Report No. RS-016-2015 – Age Friendly Grant and Community Transportation Pilot Grant

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-016-2015;

That Council approves the inclusion of the revenues and expenditures of the Age Friendly Community Planning Grant Program and Community Transportation Pilot Grant program in the 2015 fiscal year and the 2016 budget estimates as presented in the report;

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Citizenship, Immigration and International Trade in the amount of \$25,000 for the Age Friendly Community Grant and an agreement with the Ministry of Transportation in the amount of \$40,000 for the Community Transportation Pilot Grant; and

That Council directs staff to commence the hiring process for one (1) coordinator to carry out the completion of both projects simultaneously.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2015-130 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

By-law No. 2015-131 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

By-law No. 2015-132 Being a by-law to enter into an Agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services

- By-law No. 2015-133 Being a by-law to enter into an agreement with Miller Paving Limited for Asphalt Patching Services
- By-law No. 2015-134 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Concrete Sidewalks and Curb Repair Services
- By-law No. 2015-135 Being a by-law for the assumption of a Highway for public use within the City of Temiskaming Shores – Lorne Avenue
- By-law No. 2015-136 Being a by-law to amend By-law No. 2012-039 (Fee By-law) – Schedule “E” Planning, By-law and Building Services
- By-law No. 2015-137 Being a by-law to authorize the Sale of Land to G & W Jelly’s Ltd. – Roll No. 54-18-020-001-027.21
- By-law No. 2015-138 Being a by-law to amend By-law No. 2007-045, being a by-law for the adoption of a Municipal Property Tax Policy
- By-law No. 2015-139 Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario – Community Transportation Pilot Grant Program
- By-law No. 2015-140 Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship, Immigration and International Trade – Age Friendly Community Planning Grant Program

By-law No. 2015-141 Being a by-law to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores

By-law No. 2015-142 Being a by-law to enter into a Funding Agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Northern Internship Program – Engineering Technician

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

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

By-law No. 2015-130;

By-law No. 2015-131;

By-law No. 2015-132;

By-law No. 2015-133;

By-law No. 2015-134;

By-law No. 2015-135;

By-law No. 2015-136;

By-law No. 2015-137;

By-law No. 2015-138;

By-law No. 2015-139;

By-law No. 2015-140;

By-law No. 2015-141;

By-law No. 2015-142;

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, July 7, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, August 4, 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 June 2, 2015 – Closed Session Minutes;
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending acquisition of land – Hwy 65E
- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of land – Groom Drive
- d) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matters about identifiable individuals and under Section 239 (2) (e) potential litigation

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2015-143 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 16, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-143 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, June 2, 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 6:01 p.m.

2. Roll Call

Present: Mayor Carman Kidd
Councillors Jesse Foley (6:08 pm), Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Also
Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Karen Beauchamp, Director of Community Growth and Planning
Tim Uttley, Fire Chief

Regrets:

Media: Diane Johnston, Temiskaming Speaker
Bill Buchberger, CJTT

Members of the Public Present: 0

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2015-341

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Whalen disclosed a pecuniary interest in regards to Item 15 j) Administrative Report No. PW-026-2015 – Equipment Purchase – Water Services Vehicle and By-law No. 2015-124 in regards to the same matter.

6. Review and adoption of Council Minutes

Resolution No. 2015-342

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

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

a) Regular Meeting of Council – May 19, 2015

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Roger Oblin, Library Board member and Rebecca Hunt, Library CEO

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

Roger Oblin, member of the Library Services Board made a presentation to Council in regards to the Temiskaming Shores Public Library Strategic Plan 2014-2018 utilizing a powerpoint presentation.

Roger commenced by providing some stats on the library in 2014, over 65,000 people visited, over 58,000 items checked out, over 10,000 access to computers, over 16,000 visits to library website and 2,400 people took part in a library program.

Roger illustrated a list of over 20 partnerships with the library and outlined that there were four (4) Strategic Priorities within the plan, Library Space; Library facility / buildings, enhancement of Library services and assess the library's role in the community.

Roger indicated with priority No. 1 that some of these items have been initiated, for example a building committee has been established. There are four choices, expansion of current facilities, renovation of existing facilities; new designed library facility or participation in a multi-use facility with other community organizations. During the term of this plan a decision will have to be made as to which direction is to be pursued otherwise we will get nowhere.

Roger indicated that priority No. 2 is the facility/building renewal and thanked Council for approving the Building Audit of 2014 which has given the board a plan to follow. The third priority is the enhancement of library services. Library is a living thing and must change with how the culture changes. The final priority is to assess the library's role in the community by surveying the needs of the population on an ongoing basis, consult with patrons through town-hall style meetings and consider community led library model.

Mayor Kidd indicated that himself and Councillor Laferriere are very proud to be on the library board and thanked Mr. Oblin and Mrs. Hunt for their presentation.

- b) Laura-Lee MacLeod, Treasurer

Re: 2014 Audited Financial Statements

Laura-Lee MacLeod, Treasurer outlined that the 2014 Audited Financial Statements were previously distributed to members of Council and provided an overview of the document.

Laura reviewed the *Consolidated Statement of Financial Position* for the City with Council followed by notes to the financial statement.

Laura reviewed the *Consolidated Statement of Operations* with Council followed by notes to the financial statements for operations.

Laura reviewed the *Consolidated Statement of Change in Net Financial Assets (Net Debt)* with Council followed by *Consolidated Statement of Cash Flows* including notes to the financial statements for financial assets.

Laura reviewed the *Net Long-term Liabilities* with Council as well as the accumulated surplus of various reserves.

Laura reviewed *Trust Funds* with Council followed by the *Statement of Financial Position* for the Temiskaming Shores Library Board and the Business Improvement Area.

Mayor Kidd thanked Laura-Lee for her presentation.

Resolution No. 2015-343

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council hereby acknowledges receipt and accepts the 2014 Consolidated Financial Statements for the City of Temiskaming Shores as prepared by the firm of Kemp, Elliott and Blair L.L.P. – Chartered Accountants; and

That Council directs the Treasurer to publish notice that a copy of the 2014 Consolidated Financial Statements are available at City Hall and on the City's website in accordance with Section 295 of the Municipal Act, 2001, as amended.

Carried

10. Communications

a) Share the Road Cycling Coalition

Re: Invitation - Bicycle Friendly Communities Workshop – June 10th, 2015 (10:00 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

Resolution No. 2015-344

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2015-345

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

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 Earleton-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.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2015-346

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

13. Reports by Members of Council

Doug Jelly outlined that he attended the Ontario Association of Police Services Boards convention and was officially voted onto the Provincial body and will meet 4-5 times a year and his expenses are covered by the Province. Should be an interesting four years as they will be reviewing the Police Services Act, should be some changes from a governance perspective.

14. Notice of Motions

None

15. New Business

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

Resolution No. 2015-347

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2015-348

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

Carried

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

Resolution No. 2015-349

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2015-350

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2015-351

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2015-352

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2015-353

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2015-354

Moved by: Councillor Foley
Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2015-355

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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.

Carried

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

Councillor Whalen disclosed a pecuniary interest with Administrative Report No. PW-026-2015 and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2015-356.

Resolution No. 2015-356

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

Carried

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

Resolution No. 2015-357

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. 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.

Carried

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

Resolution No. 2015-358

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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 consideration at the June 2, 2015 Regular Council meeting.

Carried

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

Resolution No. 2015-359

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2015-360

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved 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.

Carried

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

Resolution No. 2015-361

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

Carried

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

Resolution No. 2015-362

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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.

Carried

q) Administrative Report No. PW-033-2015 – Funding Application for Canada 150 Community Infrastructure Program

Resolution No. 2015-363

Moved by: Councillor Hewitt
Seconded by: Councillor Laferriere

Whereas the City of Temiskaming Shores is committed to treating all people in a manner that allows them to maintain their dignity and independence; and

Whereas the City believes in integration and equal opportunity; and

Whereas the City is committed to meeting the needs of people with disabilities in a timely manner and will do so by preventing and removing barriers to accessibility and meeting accessibility requirements under the Accessibility for Ontarians with Disabilities Act; and

Whereas the goal of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) is to make Ontario accessible for all people with disabilities by 2025; and

Whereas renovation projects provide opportunities for enhanced accessibility in existing buildings; and

Whereas the community and the Temiskaming Shores Public Library New Liskeard Branch would benefit from renovations that include a barrier free design features such as: entrances, corridors, washrooms, access to all storeys within the building and visual fire safety devices.

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

That Council directs staff to submit an Application to the Canada 150 Community Infrastructure Program for Rehabilitation and Accessibility Upgrades to the New Liskeard Branch of the Temiskaming Shores Public Library.

Carried

r) May 2015 Capital Financial Report

Resolution No. 2015-364

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2015-365

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

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.

Carried

16. By-laws

Resolution No. 2015-366

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Councillor Whalen disclosed a pecuniary interest with By-law No. 2015-124 and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2015-366.

Be it resolved that:

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

be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-367

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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. 2015-125 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.

Carried

Resolution No. 2015-368

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2015-124 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2015-369

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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. 2015-125;

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.

Carried

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

Councillor Whalen outlined concern with the process used in regards to the motion adopted by Council at the last regular meeting for a potential proposed feasibility study for a multi-use complex. Does not agree with the resolution

where if a capital project is not completed we would consider this feasibility study which does not pay fair respect to the capital budget process.

Councillor Whalen outlined feels that Council is being swept up in the urgency of to meet a deadline in regards to the Farmer's Market location and based on the last five years the Farmer's Market should be providing us with a Business Plan of how they will carry their share of the cost if a new structure is constructed. Further he feels Council is being rushed into making a decision.

Mayor Kidd outlined that they is a meeting next week with the BIA to obtain their feedback on potential locations and any impacts that may have on them with revised budgetary costs and stand pat on the \$300,000 budget.

19. Closed Session

Resolution No. 2015-370

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council agrees to convene in Closed Session at 7:35 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

Carried

Resolution No. 2015-371

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council of the City of Temiskaming Shores agrees to rise with report at 7:46 p.m.

Carried

a) Adoption of the April 21, 2015 – Closed Session Minutes

Resolution No. 2015-372

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council approves the April 21, 2015 Closed Session Minutes as printed.

Carried

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

Staff provided a verbal update on the project to Council.

c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update – May 2015

Staff reviewed the May 2015 HR update with Council.

20. Confirming By-law

Resolution No. 2015-373

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

Resolution No. 2015-374

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

Carried

21. Adjournment

Resolution No. 2015-375

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:47 pm.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

Minister Responsible
for Seniors Affairs

Ministre délégué aux
Affaires des personnes âgées

77 Wellesley Street West
12th Floor, Ferguson Block
Toronto, ON M7A 1N3
Tel: 416-314-9710
Fax 416-325-4787

77, rue Wellesley Ouest
12^e étage, bloc Ferguson
Toronto ON M7A 1N3
Tél. : 416 314-9710
Télec. : 416 325-4787



May 20, 2015



His Worship Carman Kidd
Mayor
The City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0

Dear Mayor Kidd:

Re: Age-Friendly Community Planning Grant Program (2014-11-1-53061429)

I am pleased to provide you with a conditional approval of up to a maximum amount of \$25,000 to support your application to the Age-Friendly Community Planning Grant Program. In the coming days, you will be contacted by a representative from the Ontario Seniors' Secretariat, who will discuss the terms and conditions of the funding agreement.

As you know, age-friendly communities are supportive physical and social environments that enable older people to live active, safe and meaningful lives that continue to contribute in all areas of community life. A community that works for seniors works, for everyone.

Until you have signed the agreement with the Ontario Seniors' Secretariat, I would ask that you do not make any public announcements regarding this conditional approval.

We appreciate the time that you took to develop your application, and encourage you to visit our website (<http://www.ontario.ca/seniors>) and use the resources referenced in the [Age-Friendly Community Planning Guide](#) to help you to continue to develop your age-friendly community.

Yours truly,

A handwritten signature in black ink, appearing to read "Mario Sergio". The signature is written over a horizontal line.

Mario Sergio
Minister Responsible for Seniors Affairs

c: MPP John Vanthof - Timiskaming-Cochrane
Mrs. Tammie Caldwell, Director of Recreation

News Release

Ontario Passes Legislation to Improve Road Safety

June 2, 2015

New Rules Will Help Reduce Collisions, Injuries and Fatalities

Today, Ontario passed the Making Ontario's Roads Safer Act to help ensure that the province's roads are among the safest in North America.

In order to reduce collisions, injuries and fatalities on Ontario's roads, the new act will:

- Increase fines for distracted driving from the current range of \$60 to \$500 to a range of \$300 to \$1,000, assigning three demerit points upon conviction, and escalating sanctions on convictions for novice drivers
- Apply current alcohol-impaired sanctions to drivers who are drug impaired
- Introduce additional measures to address repeat offenders of alcohol impaired driving
- Require drivers to wait until pedestrians have completely crossed the road before proceeding at school crossings and pedestrian crossovers
- Increase fines and demerits for drivers who 'door' cyclists, and require all drivers to maintain a minimum distance of one-metre when passing cyclists where possible
- Help municipalities collect unpaid fines by expanding licence plate denial for drivers who do not pay certain Provincial Offences Act fines.
- Allow a broader range of qualified medical professionals to identify and report medically unfit drivers and, clarify the types of medical conditions to be reported.

The new fines and measures will come into force over the coming months. The new legislation builds on action that the province has already taken to improve road safety, including making booster seats mandatory, ensuring every person wears a seatbelt, introducing the Graduated Licensing System for novice drivers, establishing stiffer penalties for aggressive driving and excess speeding, bringing in tougher impaired

driving laws, and banning hand-held devices while driving.

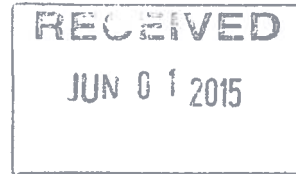
Ensuring Ontario's roads and highways are safe is part of the government's economic plan for Ontario. The four-part plan includes investing in people's talents and skills, making the largest investment in public infrastructure in Ontario's history, creating a dynamic, innovative environment where business thrives, and building a secure retirement savings plan.

QUICK FACTS

- If current collision trends continue, fatalities from distracted driving may exceed those from drinking and driving by 2016.
- According to recent statistics, over 45 per cent of drivers killed in Ontario were found to have drugs or a combination of drugs and alcohol in their system.
- Pedestrians represent about one in five motor vehicle-related fatalities on Ontario roads — 46 per cent of which occurred at intersections.

KEEP HYDRO PUBLIC

WWW.KEEPHYDROPUBLIC.CA



David Treen
Municipal Clerk, City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario P0J 1K0

Subject: Resolution regarding the proposed privatization of Hydro One

Dear Mr. Treen:

The Ontario government's plan to sell 60 per cent of Hydro One, the provincial electricity transmission utility, has far-reaching implications for every citizen and municipality in the province.

On behalf of Keep Hydro Public, a broad-based coalition created to stop the sell-off, I am writing to encourage your municipality to add its voice to the many others that are already telling the provincial government to change course and keep Hydro One in public hands.

By now I am sure council members will have heard the many arguments against the sale:

- Selling the majority of shares in Hydro One will take control of this vital asset away from the people in Ontario and put it in the hands of private investors, including foreign investors who may not even care whether we have reliable, affordable electricity.
- Privatization will increase electricity prices for residential, business, and government customers alike.
- Under the plan proposed by the government, oversight of Hydro One by independent officers of the legislature would end. The Auditor General and the Financial Accountability Officer would no longer be able to scrutinize the utility's books or its operations; consumers would no longer be able to appeal to the Ombudsman when problems arise; citizens would not be able to access information about Hydro One through the *Freedom of Information and Protection of Privacy Act*; salaries of top Hydro One officials would no longer be made public under the *Public Sector Salary Disclosure Act*; the Integrity Commissioner would not be able to review expenses of Hydro One officials; and Hydro One would no longer be subject to the *French Language Services Act*. In other words, transparency and public accountability would end. Ontarians would truly be "in the dark" with respect to Hydro One operations.

(Please turn over)

- Privatization will provide government with a short-term cash injection that will soon be spent in exchange for giving up a steady, long-term source of revenue that pays for public services we all depend on. The cost to Ontarians will be hundreds of millions of dollars per year.

Perhaps more significant than these strong arguments is the simple fact that the provincial government has no mandate from the people of Ontario to make a sale of this magnitude. (This may explain why the government chose to put the Hydro One sale inside its 2015-16 Budget bill and push it through the legislature with minimal opportunity for public input.)

It is crystal clear that the people of Ontario do not support the sale of any part of Hydro One. Published opinion polls show opponents of the sale outnumbering supporters by a three-to-one margin. Editorial opinion is similarly opposed. If democracy means anything, we must stop this sale.

At this time, Keep Hydro Public is asking municipal councils, from the largest to the smallest, to pass a resolution opposing the sale or partial sale of Hydro One and to communicate that opposition to the government, area MPPs, and the Association of Municipalities of Ontario. Included with this letter you will find a draft resolution which municipal councils are, of course, free to use and modify as they see fit.

Your assistance in putting this issue on the agenda of your council as soon as possible is greatly appreciated; we would also appreciate hearing back from your municipality if and when council takes action on this matter.

For more information about Hydro One privatization or the ever-growing Keep Hydro Public, please visit our web site at www.KeepHydroPublic.ca or contact me directly at info@KeepHydroPublic.ca or (647) 272-5024.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katrina Miller', written in a cursive style.

Katrina Miller

On behalf of Keep Hydro Public

P.S. If your municipal council has already considered this matter, thank you for doing so!



Northern Ontario Heritage
Fund Corporation
Société de gestion du Fonds
du patrimoine du Nord
de l'Ontario

Honourable Michael Gravelle - Chair

1003
RECEIVED
MAY 21 2015

Board of Directors

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Vice Chair

Lorraine Irvine,
Vice Chair

Jason Corbett

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Victoria Hanson

Geordi Kakepetum

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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

JUN 16 / 15

News Release

Ontario Launches Consultations on Infrastructure Priorities

May 21, 2015

Moving Ontario Forward by Investing in Infrastructure to Meet Regional Needs

Ontario is launching consultations to inform the design of new infrastructure programs and a framework to prioritize needs for communities and regions outside the Greater Toronto and Hamilton Area (GTHA).

As part of *Moving Ontario Forward*, the government has allocated \$15 billion for investment in roads, bridges, transit and other critical infrastructure in regions outside the GTHA.

The province has released a discussion guide, [Moving Ontario Forward - Outside the GTHA](#), to provide interested parties with information about these investments and how their voices can be heard.

Feedback can be submitted [online](#) or in writing by September 18, 2015. Additional opportunities to provide advice will be available through regional roundtable meetings that will be held across the province in June and July, 2015.

Supporting critical infrastructure across Ontario is part of the government's plan to build Ontario up. The four-part plan includes investing in people's talents and skills, making the largest investment in public infrastructure in Ontario's history, creating a dynamic, innovative environment where business thrives, and building a secure retirement savings plan.

QUICK FACTS

- *Moving Ontario Forward* is part of the government's plan to invest more than \$130 billion over 10 years in public infrastructure, which will support more than 110,000 jobs on average each year in construction and related industries.
- A significant amount of that total investment, \$31.5 billion, is allocated to *Moving Ontario Forward*, Ontario's plan to improve public transit, transportation and other priority

infrastructure projects across the province over the next 10 years.

- Part of the \$15 billion in funding is already working to build important projects in communities across Ontario, including investments through the [Ontario Community Infrastructure Fund](#), transportation in the Ring of Fire region, a new Connecting Links program and strategic highway improvements.

News Release

Ontario Moving Forward with Accessibility Certification Program

May 29, 2015

Province Encouraging Businesses to Be Leaders in Accessibility

Ontario is continuing its work towards an accessible province by 2025 by exploring options for a new accessibility certification program.

The province will consult with industry, disability advocates, certification experts, municipalities, and not-for-profits to develop a voluntary, third-party certification program -- inspired by the success of the [LEED](#) designation promoting excellence in green building -- to recognize businesses and organizations that have championed accessibility.

This program would help leaders stand out in their sector or community and promote the economic advantages of accessibility. It would encourage businesses to go beyond the requirements of the law and make accessibility part of daily life.

The [Accessibility for Ontarians with Disabilities Act](#) (AODA) would guide the program's requirements. Since 2005, this act has set standards that make it easier for people with disabilities to participate in their workplaces and communities.

Improving accessibility is part of the government's plan to build Ontario up. The four-part plan includes investing in people's talents and skills, making the largest investment in public infrastructure in Ontario's history, creating a dynamic and innovative environment where business thrives, and building a secure retirement savings plan.

QUICK FACTS

- One in seven Ontarians has a disability, a number that will increase to one in five by 2035.
- People with disabilities and their families represent an economic market worth \$25 billion in Canada.
- Ontario will host its first Accessibility Innovation Showcase this August.

With the passage of the AODA, Ontario became an accessibility leader, establishing standards in five key areas of daily life and implementing them within clear timeframes.

TIMISKAMING HEALTH UNIT
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2014

TIMISKAMING HEALTH UNIT

INDEX TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

Page 1	Independent Auditors' Report
Page 2	Statement of Financial Position
Page 3	Statement of Operations
Page 4	Statement of Change in Net Financial Assets
Page 5	Statement of Cash Flows
Pages 6 to 13	Notes to the Financial Statements
Pages 14 to 18	Schedule 1 – Mandatory Programs
Page 19	Schedule 2 – Vector-Borne Disease Program
Page 20	Schedule 3 – Children in Need of Treatment (CINOT) Program
Page 21	Schedule 4 – Small Drinking Water Systems Program
Page 22	Schedule 5 – Healthy Babies/Healthy Children Program
Page 23	Schedule 6 – Early Years and Childcare Service Program
Page 24	Schedule 7 – Unorganized Territories Program
Page 25	Schedule 8 – Infection Control Programs
Page 26	Schedule 9 – Smoke Free Ontario Programs
Page 27	Schedule 10 – Immunization Programs – Influenza, Meningococcal, HPV and MMR
Page 28	Schedule 11 – Chief Nursing Officer Program
Page 29	Schedule 12 – Panorama Program
Page 30	Schedule 13 – Healthy Communities Fund Program
Page 31	Schedule 14 – Healthy Smiles Ontario Program
Page 32	Schedule 15 – Social Determinants of Health Nurses Program
Page 33	Schedule 16 – Enhanced Food Safety and Enhanced Safe Water Programs
Page 34	Schedule 17 – Infection Prevention and Control Week Program
Page 35	Schedule 18 – Diabetes Prevention Program
Page 36	Schedule 19 – MOH/AMOH Compensation Initiative Program
Page 37	Schedule 20 – Screening Liaison Nurse Program
Page 38	Schedule 21 – Needle Exchange Initiative Program

INDEPENDENT AUDITORS' REPORT

To the Members of the Board of Health of the Timiskaming Health Unit

We have audited the accompanying financial statements of TIMISKAMING HEALTH UNIT which comprise the statement of financial position as at December 31, 2014 and the statements of operations, change in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of TIMISKAMING HEALTH UNIT as at December 31, 2014, and the results of its operations, change in net financial assets and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Kemp Elliott & Blair LLP

Kemp Elliott & Blair LLP


Licensed Public Accountants
New Liskeard, Ontario
May 27, 2015

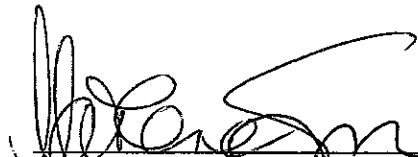
Chartered Professional Accountants

TIMISKAMING HEALTH UNIT
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2014

	<u>2014</u>	<u>2013</u>
FINANCIAL ASSETS		
Cash – note 6	\$ 1,569,318	\$ 1,081,824
Accounts receivable – note 7	272,387	333,753
Due from Province of Ontario – note 10	129,176	297,401
	<u>1,970,881</u>	<u>1,712,978</u>
LIABILITIES		
Accounts payable and accrued liabilities – note 8	624,558	540,834
Due to Province of Ontario – note 10	41,461	58,588
Deferred revenue – note 9	103,402	136,646
Retirement benefit liability – note 12	273,536	277,484
	<u>1,042,957</u>	<u>1,013,552</u>
Commitments – note 11		
NET FINANCIAL ASSETS	927,924	699,426
NON-FINANCIAL ASSETS		
Tangible capital assets – note 16	496,063	683,033
Prepaid expenses	41,219	41,754
	<u>537,282</u>	<u>724,787</u>
ACCUMULATED SURPLUS – note 13	<u>\$ 1,465,206</u>	<u>\$ 1,424,213</u>

Approved on behalf of the Board:


 Chairperson


 Medical Officer of Health/Chief Executive Officer

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Municipal Funded Programs (Sch 1 - Sch 4)	Other Programs (Sch 5 - Sch 21)	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES					
Province of Ontario	\$ 3,074,584	\$ 1,924,666	\$ 4,999,250	\$ 4,955,210	\$ 4,880,815
Province of Ontario – One-time	-	273,150	273,150	244,046	221,574
Municipalities (Sch. 1, pg. 18)	1,287,736	-	1,287,736	1,287,729	1,287,727
Offset revenue	88,862	-	88,862	-	89,963
Interest	6,913	-	6,913	-	5,551
Total revenues	4,458,095	2,197,816	6,655,911	6,486,955	6,485,630
EXPENDITURES					
Salaries and wages	2,515,067	1,368,909	3,883,976	4,114,626	3,608,783
Fringe benefits	723,883	316,696	1,040,579	1,092,186	938,647
Fees for service	318,996	219,369	538,365	464,148	482,543
Travel	51,614	41,859	93,473	98,974	89,851
Materials and supplies	324,200	45,997	370,197	229,041	369,661
Administrative	335,973	123,800	459,773	465,612	464,124
Rent and utilities	502,341	-	502,341	478,560	487,339
Amortization	201,019	3,376	204,395	-	199,248
One-time expenditures	-	-	-	-	15,901
	4,973,093	2,120,006	7,093,099	6,943,147	6,656,097
Allocated to other programs	(570,922)	-	(570,922)	(536,710)	(557,460)
Total expenditures	4,402,171	2,120,006	6,522,177	6,406,437	6,098,637
Annual surplus before provincial settlements	55,924	77,810	133,734	80,518	386,993
Provincial settlements	11,048	88,032	99,080	-	194,031
Annual surplus (deficit)	\$ 44,876	\$ (10,222)	34,654	80,518	192,962
Accumulated surplus, beginning of year			1,424,213	-	1,223,804
Change in accounting estimate – note 15			6,339	-	7,447
Accumulated surplus, end of year – note 13			\$ 1,465,206	\$ 80,518	\$ 1,424,213

The accompanying notes form an integral part of these financial statements

TIMISKAMING HEALTH UNIT

STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
Annual surplus	\$ 34,654	\$ 80,518	\$ 192,962
Acquisition of tangible capital assets	(17,425)	-	(131,056)
Amortization of tangible capital assets	204,395	-	199,248
	<u>186,970</u>	<u>80,518</u>	<u>68,192</u>
Consumption (acquisition) of prepaid expenses	<u>535</u>	<u>-</u>	<u>(8,107)</u>
Increase in net financial assets	222,159	80,518	253,047
Net financial assets, beginning of year	699,426	699,426	438,932
Change in accounting estimate – note 15	<u>6,339</u>	<u>-</u>	<u>7,447</u>
Net financial assets, end of year	<u>\$ 927,924</u>	<u>\$ 779,944</u>	<u>\$ 699,426</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2014

	2014	2013
Operating activities		
Annual surplus	\$ 34,654	\$ 192,962
Change in accounting estimate	6,339	7,447
Charges not affecting cash - Amortization	204,395	199,248
	<u>245,388</u>	<u>399,657</u>
Net change in non-cash working capital items --		
Accounts receivable	61,366	94,728
Due from Province of Ontario	179,839	(265,975)
Accounts payable and accrued liabilities	83,724	152,320
Prepaid expenses	535	(8,107)
Due to Province of Ontario	(28,741)	(28,237)
Deferred revenue	(33,244)	54,064
Retirement benefit liability	(3,948)	(4,443)
	<u>259,531</u>	<u>(5,650)</u>
Cash provided by operating activities	<u>504,919</u>	<u>394,007</u>
Capital activities		
Acquisition of tangible capital assets	<u>(17,425)</u>	<u>(131,056)</u>
Cash used for capital activities	<u>(17,425)</u>	<u>(131,056)</u>
Increase in cash	487,494	262,951
Cash, beginning of year	<u>1,081,824</u>	<u>818,873</u>
Cash, end of year	<u>\$ 1,569,318</u>	<u>\$ 1,081,824</u>
Represented by		
Cash	<u>\$ 1,569,318</u>	<u>\$ 1,081,824</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

1. **Nature of operations**

The Timiskaming Health Unit offers public health services to the District of Timiskaming through a variety of programs. There are full-time offices in Kirkland Lake, Temiskaming Shores, and Englehart, Ontario and nursing stations in Matachewan and Elk Lake, Ontario.

In May 2006, the Ministry of Health and Long-Term Care released "The Final Report of the Capacity Review Committee". Recommendation #29 in the Report recommends the amalgamation of the Porcupine Health Unit and the Timiskaming Health Unit "...for the purpose of achieving critical mass and strengthening public health". While the Report states that this reconfiguration should take place as quickly as possible, it does not provide a specific deadline for the achievement of the amalgamation. In the meantime, the Timiskaming Health Unit continues to operate as a separate entity.

2. **Significant accounting policies**

The financial statements of the Timiskaming Health Unit ("the Health Unit") are the representations of management and have been prepared in accordance with Canadian generally accepted accounting principles as recommended by the Public Sector Accounting Board ("PSAB") of the Canadian Institute of Chartered Professional Accountants. The more significant of the accounting policies are summarized below.

(a) **Non-financial assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the annual surplus (deficit), provides the Change in Net Financial Assets for the year.

(b) **Tangible capital assets**

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight line basis over their estimated useful lives as follows:

Furniture and equipment	5 years
Leasehold improvements	5 years

Only one-half the normal rate of amortization is taken in the year of acquisition.

The Health Unit has a capitalization threshold of \$5,000. Individual assets of lesser value may be capitalized if they are pooled, or because, collectively, they have significant value, or for operational purposes.

(c) **Government transfers**

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

2. Significant accounting policies (continued)

(d) Measurement uncertainty

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the year. Such estimates include provisions for amounts owed to the Province of Ontario, pay equity and union contract settlements, employee future benefits and various other accrued liabilities, and determination of tangible capital assets historical cost, estimated useful life and related amortization. Actual results could differ from these estimates.

(e) Revenue recognition

The programs administered by the Health Unit are funded primarily by the Province of Ontario in accordance with budget arrangements established by the Ministry of Health and Long Term Care and the Ministry of Children and Youth Services. Operating grants are recorded as revenue in the period to which they relate. Grants approved but not received at the end of an accounting period are accrued. Where a portion of a grant relates to a future period, it is deferred and recognized in that subsequent period. Any excess of program funding over recoverable expenditures is due to the Province of Ontario.

The programs are also funded by twenty-four municipalities from the District of Timiskaming. Contributions for the year were calculated based on the approved cost apportionment formula applied to the Health Unit's budget for the year. Any excess or deficiency of the municipalities' contributions in the year over their respective share of the Health Unit's expenditures is apportioned among the municipalities in the same proportion as the original contributions.

(f) Retirement and other employee future benefits

The Health Unit provides defined retirement and other future benefits to specified employee groups. These benefits include pension, life insurance and health care benefits, and long term disability benefits. The Health Unit has adopted the following policies with respect to accounting for these employee benefits:

- (i) The costs of self-insured retirement and other employee future benefit plans are actuarially determined using management's best estimate of salary escalation, insurance and health care costs trends, disability recovery rates, long term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulate over the periods of service provided by employees, such as life insurance and health care benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for long term disability and life insurance and health care benefits for those on disability leave, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

- (ii) The costs of multi-employer defined pension plan benefits, such as the Ontario Municipal Employees Retirement System ("OMERS") pensions, are the employer's contributions due to the plan in the period.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

2. **Significant accounting policies (continued)**

- (iii) The costs of insured benefits are the employer's portion of insurance premiums owed for coverage of employees during the period.

(g) **Financial instruments**

(i) **Fair value of financial instruments**

The Health Unit's financial instruments consist of cash, accounts receivable, account payable and accrued liabilities, deferred revenue and amounts due from (to) the Province of Ontario. Unless otherwise noted, it is management's opinion that the Health Unit is not exposed to significant interest or currency risks arising from these financial instruments. The carrying values of the Health Unit's financial instruments approximate their fair values unless otherwise noted.

(ii) **Credit risk**

The Health Unit does not have significant exposure to any individual or party. A large portion of the Health Unit's receivables are due from other levels of government and other Health Unit programs. No allowance for doubtful accounts has been established as at December 31, 2014 as management feels all receivables will be collected.

3. **Programs administered by the Health Unit**

These financial statements do not reflect any revenues or expenditures of the Community Health Centre Programs, Land Control Program, Mental Health Program, Problem Gambling Service Program, Smoking Cessation (RNAO) Program, Timiskaming Substance Abuse Service Program, Well Baby Visit (Best Start) Program, Post-Partum Mood Disorder (Best Start) Program and Family Health Coalition Program, all of which are administered by the Health Unit. Each program is funded separately and reported upon in separate financial statements.

4. **Self-funded leave plan**

Under the self-funded leave plan, employees have the opportunity to be paid 80% of their salaries over four years. The remaining 20% is accumulated in a bank account to cover 80% of their salaries in the fifth year when they take a year leave of absence. The cash and related liability have been included with cash and accounts payable and accrued liabilities on the Statement of Financial Position.

5. **Interest**

In 2014, interest earned on the surplus account amounted to \$3,385 (2013 \$3,368). This amount is included in interest revenue reported on the Statement of Operations.

6. **Operating line loan agreement**

The Health Unit has entered into an operating line loan agreement with its financial institution. The credit limit for this agreement is \$300,000. Interest is calculated at prime plus 1%. This operating line is utilized from time to time to cover temporary cash shortfalls that may occur during the year.

As at December 31, 2014, the outstanding balance of the operating line was \$nil (2013 \$nil).

TIMISKAMING HEALTH UNIT
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014

7.	Accounts receivable	2014	2013
	Due from associated programs	\$ 91,675	\$ 136,545
	GST/HST receivable	160,609	178,586
	Municipalities	15,634	15,418
	Sundry	4,469	3,204
		<u>\$ 272,387</u>	<u>\$ 333,753</u>
8.	Accounts payable and accrued liabilities	2014	2013
	Trade payables and accrued liabilities	\$ 528,861	\$ 460,524
	Due to DTSSAB	40,984	40,984
	Self-funded leave plan	54,713	39,326
		<u>\$ 624,558</u>	<u>\$ 540,834</u>
9.	Deferred revenue	2014	2013
	Ministry of Health and Long-Term Care		
	Panorama	\$ 27,481	\$ 53,800
	Smoke-Free Ontario Strategy – One-time	3,500	-
	Diabetes Prevention	26,069	56,947
	Healthy Communities Fund	37,310	7,098
		<u>94,360</u>	<u>117,845</u>
	Other Sources		
	Tobacco Free Timiskaming Coalition	2,594	2,594
	Community Mental Health & Addiction Youth event	-	6,000
	Prevent Alcohol & Risk Related Trauma in Youth program	4,139	4,000
	Safe Winter Driving Campaign	2,309	6,207
		<u>9,042</u>	<u>18,801</u>
		<u>\$ 103,402</u>	<u>\$ 136,646</u>

During the year, the Health Unit received one-time funding from the Ministry of Health and Long-Term Care of \$104,155 for the Panorama Program of which there were expenditures of \$76,674 during the year. The remaining funds are required to be spent by March 31, 2015 and the revenue will be matched against the related expenditures when they are incurred.

During the year, the Health Unit received one-time funding from the Ministry of Health and Long-Term Care of \$3,500 for the Smoke-Free Ontario Strategy: Expanded Smoking Cessation Programming for Priority Populations Program. There were no expenditures during the year. The remaining funds are required to be spent by March 31, 2015 and the revenue will be matched against the related expenditures when they are incurred.

During the year, the Health Unit received funding from the Ministry of Health and Long-Term Care of \$112,500 for the Diabetes Prevention Program, of which there were expenditures of \$86,431 during the year. The remaining funds are required to be spent by March 31, 2015 and the revenue will be matched against the related expenditures when they are incurred.

During the year, the Health Unit received funding from the Ministry of Health and Long-Term Care of \$49,200 for the Healthy Communities Fund - Partnership Stream Program, of which there were expenditures of \$11,890 during the year. The remaining funds are required to be spent by March 31, 2015 and the revenue will be matched against the related expenditures when they are incurred.

During the year, the Health Unit received funding from other sources of \$1,500 for various projects. The expenditures for the various programs totaled \$11,259 during the year. The revenue will be matched against the related expenditures when they are incurred.

TIMISKAMING HEALTH UNIT
NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

10. Due from (to) Province of Ontario	Previous years	Current year	2014 Total	2013 Total
Due from Province of Ontario				
Mandatory programs	\$ 32,532	\$ 13,781	\$ 46,313	\$ 236,325
Vector-Borne Disease	-	-	-	3,314
Enhanced Food Safety	-	363	363	-
Small Drinking Water Systems	-	-	-	2,471
Healthy babies/Healthy children	-	-	-	1,051
Early Years and Childcare Service	-	-	-	7,456
Unorganized territories	1	1,727	1,728	1,624
Infection control	3,487	(2,075)	1,412	2,384
Smoke Free Ontario	(699)	16,339	15,640	-
Immunization programs	-	31,432	31,432	28,487
Chief Nursing Officer	-	470	470	887
Diabetes Prevention	-	-	-	4,641
MOH/AMOH Compensation Initiative	-	4,644	4,644	6,490
Screening Liaison Nurse	-	27,174	27,174	-
Bed bugs	-	-	-	2,271
	<u>35,321</u>	<u>93,855</u>	<u>129,176</u>	<u>297,401</u>
Due to Province of Ontario				
Vector-Borne Disease	-	(1,376)	(1,376)	-
Children in Need of Treatment	-	(735)	(735)	(1,981)
Small Drinking Water Systems	-	(744)	(744)	-
Healthy babies/Healthy children	-	(501)	(501)	-
Early Years and Childcare Service	-	(1,706)	(1,706)	-
Smoke Free Ontario	-	-	-	(2,689)
Panorama	1,093	(3,718)	(2,625)	(14,831)
Healthy Communities Fund	-	(5,890)	(5,890)	(4,809)
Healthy Smiles Ontario	(1,181)	(1,737)	(2,918)	(17,613)
Social Determinants of Health Nurses	819	(2,604)	(1,785)	(10,599)
Enhanced Food Safety	-	-	-	(4,740)
Enhanced Safe Water	-	(100)	(100)	(693)
Infection Prevention and Control Week	-	-	-	(293)
Diabetes Prevention	(6,201)	(16,480)	(22,681)	-
Needle exchange	-	(400)	(400)	(340)
	<u>(5,470)</u>	<u>(35,991)</u>	<u>(41,461)</u>	<u>(58,588)</u>
Total due from (to) Province of Ontario	<u>\$ 29,851</u>	<u>\$ 57,864</u>	<u>\$ 87,715</u>	<u>\$ 238,813</u>

The Public Health, Vector Borne Disease, Children in Need of Treatment and Small Drinking Water Systems programs are funded 75% by the Ministry of Health and Long-Term Care ("the MOHLTC") and 25% by the member municipalities while the One-time, Unorganized Territories, Infection Control, Smoke Free Ontario, Immunization, Chief Nursing Officer, Healthy Communities Fund, Healthy Smiles Ontario, Social Determinants of Health Nurses, Enhanced Food Safety, Enhanced Safe Water, Diabetes Prevention, MOH/AMOH Compensation Initiative and Needle Exchange programs are funded 100% by the MOHLTC. The Healthy Babies/Healthy Children, Early Years and Childcare Service and Screening Liaison Nurse programs are funded 100% by the Ministry of Children and Youth Services ("the MCYS").

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

10. **Due from (to) Province of Ontario - continued**

The previous years' balances outstanding represent amounts owed for settlements in previous years which have not yet been processed by the MOHLTC and/or the MCYS. Provincial funding is subject to historical audit by the Province of Ontario.

11. **Commitments**

Leases

The offices of the Health Unit are located in various leased premises. Minimum annual lease payments of approximately \$331,665 (excluding HST) are required with various expiry dates.

The Health Unit had a 15 year lease agreement with the Temiskaming Hospital which covered to December 31, 2018. The Health Unit discontinued payments on this lease as of August 1, 2012, and at this time it is undeterminable if any further payment will be required.

Information Technology

The Health Unit has entered into a five-year Information Technology agreement for \$130,000 (excluding HST) per year on May 3, 2010. The agreement includes server, desktop/notebook, printer and network support, as well as a help desk application and consulting services on IT policies and purchases. The agreement includes an annual percentage increase of 3% per year and allows the Health Unit to terminate the agreement with a one year written notice or one year payment.

Financial Services

The Health Unit entered into a five-year Financial Services agreement based on an hourly rate beginning April 1, 2013 with a provision for an increase in the hourly rate based on the 2014 Cost of Living Rate effective April 1, 2015. This agreement may be terminated at any time by mutual agreement of the parties, after March 31, 2018 with 90 days' notice, or upon default by either party.

12. **Retirement and other employee future benefits**

(a) Retirement and other employee future benefit liabilities	2014	2013
Accrued employee future benefit obligations	\$ 289,610	\$ 294,408
Unamortized actuarial losses	(16,074)	(16,924)
Employee future benefit liability	\$ 273,536	\$ 277,484
(b) Retirement and other employee future benefit expenses	2014	2013
Current year benefit cost	\$ 14,557	\$ 13,690
Amortization of actuarial gains and losses	850	850
Interest on accrued benefit obligation	12,152	12,362
Employee future benefits expenses ¹	\$ 27,559	\$ 26,902

¹ Excluding pension contributions to the Ontario Municipal Employees Retirement System (OMERS), a multi-employer pension plan, described below.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

12. Retirement and other employee future benefits - continued

(c) Retirement benefits

(i) Ontario Municipal Employees Retirement System

All permanent employees of the Health Unit are eligible to be members of the Ontario Municipal Employees Retirement System (OMERS), a multi-employer pension plan. The plan provides defined pension benefits to employees based on their length of service and rates of pay. The Health Unit contributions equal the employee contributions to the plan. During the year ended December 31, 2014, the Health Unit contributed \$403,845 (2013 \$334,540) to the plan. As this is a multi-employer pension plan, these contributions are the Health Unit's pension benefit expenses. No pension liability for this type of plan is included in the Health Unit's financial statements.

(ii) Retirement Life Insurance and Health Care Benefits

The Health Unit continues to provide life insurance and health care benefits to certain employee groups after retirement until the members reach 65 years of age. The Health Unit provides these benefits through an unfunded defined benefit plan. The benefit costs and liabilities to this plan are included in the Health Unit's financial statements.

(d) Assumptions

The accrued benefit obligations for employee future benefit plans as at December 31, 2014 are based on actuarial valuations for accounting purposes as at December 31, 2011. These actuarial valuations were based on assumptions about future events. The economic assumptions used in these valuations are the Health Unit's best estimates of expected rates of:

	2014	2013
Inflation	2%	2%
Wage and salary escalation	3%	3%
Insurance and health care cost escalation	6.1429% for 2013 decreasing to 4% in 2019	6.1429% for 2013 decreasing to 4% in 2019
Discount on accrued benefit obligations	4.25%	4%

13. Accumulated surplus

The accumulated surplus is made up of the following:

	2014	2013
Net financial assets		
Operational surplus	\$ 927,924	\$ 699,426
Non-financial assets		
Investment in tangible capital assets	496,063	683,033
Prepaid expenses	41,219	41,754
	<u>537,282</u>	<u>724,787</u>
Accumulated surplus	<u>\$ 1,465,206</u>	<u>\$ 1,424,213</u>

14. Economic dependence

The continuation of this organization is dependent on funding received from the Ministry of Health and Long-Term Care, the Ministry of Children and Youth Services and the funding municipalities.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

15. **Change in accounting estimate**

The change in accounting estimate represents adjustments to the amounts set up as payable to the Province of Ontario for some settlements for the 2012 and 2013 fiscal years.

16. **Schedule of tangible capital assets**

	Opening Cost	Additions	Ending Cost	Opening Accumulated Amortization	Current Amortization	Ending Accumulated Amortization	Net 2014	Net 2013
Furniture and equipment	\$ 762,111	\$ 17,425	\$ 779,536	\$ 445,822	\$ 99,611	\$ 545,433	\$ 234,103	\$ 316,289
Leasehold Improvements	523,920	-	523,920	157,176	104,784	261,960	261,960	366,744
	<u>\$1,286,031</u>	<u>\$ 17,425</u>	<u>\$1,303,456</u>	<u>\$ 602,998</u>	<u>\$ 204,395</u>	<u>\$ 807,393</u>	<u>\$ 496,063</u>	<u>\$ 683,033</u>

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 2,950,642	\$ 2,950,642	\$ 2,901,188
Province of Ontario – One-time	-	-	15,044
Municipalities	1,246,423	1,246,416	1,244,995
Offset revenue	88,862	-	80,462
Interest	6,913	-	5,551
Total revenues	4,292,840	4,197,058	4,247,240
EXPENDITURES			
Salaries and wages	2,429,612	2,657,533	2,274,448
Fringe benefits	704,321	732,526	639,479
Fees for service	310,460	342,398	368,055
Travel	48,063	47,500	38,702
Materials and supplies	313,352	169,000	272,800
Administrative	313,401	306,250	322,941
Rent and utilities	502,341	478,560	487,339
Amortization	201,019	-	195,872
One-time expenditures	-	-	4,501
	4,822,569	4,733,767	4,604,137
Allocated to other programs	(570,922)	(536,710)	(557,460)
Total expenditures	4,251,647	4,197,057	4,046,677
Annual surplus before provincial settlement	41,193	1	200,563
Provincial settlement	-	-	6,213
Annual surplus	\$ 41,193	\$ 1	\$ 194,350

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF EXPENDITURES

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
SALARIES AND WAGES			
Nursing	\$ 679,511	\$ 731,627	\$ 584,836
Administration	643,173	717,927	685,361
Inspection	201,431	224,489	192,646
Medical officer	257,993	252,343	251,703
Dental	86,361	74,284	65,429
Health promoter	366,697	463,509	367,795
Nutritionist	124,367	119,057	54,933
Epidemiologist	70,079	74,297	71,745
	\$ 2,429,612	\$ 2,657,533	\$ 2,274,448
FRINGE BENEFITS			
Pension	\$ 369,332	\$ 400,011	\$ 310,661
Employment insurance	48,099	56,125	46,092
EHT	50,518	55,862	45,759
WSIB	25,145	30,089	28,473
Group life and health guard	101,811	135,891	107,344
Long-term disability	65,032	54,548	43,445
Other	44,384	-	57,705
	\$ 704,321	\$ 732,526	\$ 639,479
FEES FOR SERVICE			
Legal and audit fees	\$ 14,305	\$ 14,300	\$ 23,084
Board fees	13,945	12,000	12,576
Consultants	219,745	270,602	261,312
Clinics	1,200	1,500	2,300
Dental	61,021	41,996	42,081
Dietician	-	-	26,417
Web fees	244	2,000	285
	\$ 310,460	\$ 342,398	\$ 368,055

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF EXPENDITURES (CONT'D)

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
TRAVEL			
Infectious diseases	\$ 13,479	\$ 8,000	\$ 7,805
Family health	3,305	2,000	2,083
Administration	10,299	11,500	12,433
Board	3,476	2,000	1,943
Chronic disease	9,473	7,000	4,785
Inspection	8,031	17,000	9,653
	<u>\$ 48,063</u>	<u>\$ 47,500</u>	<u>\$ 38,702</u>
MATERIALS AND SUPPLIES			
Family health	\$ 262,151	\$ 134,000	\$ 225,941
Infectious diseases	30,306	20,000	30,876
Chronic disease	6,211	10,000	12,847
Injury prevention	439	-	-
Inspection	14,245	5,000	3,136
	<u>\$ 313,352</u>	<u>\$ 169,000</u>	<u>\$ 272,800</u>
ADMINISTRATIVE			
Telephone	\$ 40,575	\$ 45,000	\$ 46,405
Office supplies	39,175	35,000	40,033
Staff recruitment	3,810	5,000	5,733
Professional development	62,884	57,000	68,008
Insurance	37,510	35,000	37,280
Equipment rental	21,029	22,000	19,063
Postage	5,742	2,500	4,716
Courier express	20,082	18,000	15,974
Advertising and promotion	37,088	41,000	47,241
Association fees	14,485	12,000	12,829
Website/database maintenance	15,986	16,000	13,066
Bank charges	2,766	2,000	3,542
Miscellaneous	12,269	15,750	9,051
	<u>\$ 313,401</u>	<u>\$ 306,250</u>	<u>\$ 322,941</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF EXPENDITURES (CONT'D)

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
RENT AND UTILITIES			
NEW LISKEARD			
Rent	\$ 209,048	\$ 206,560	\$ 207,783
Utilities	50,426	45,000	45,343
Janitor and supplies	52,330	50,000	47,629
Office maintenance	7,949	5,500	14,709
	<u>319,753</u>	<u>307,060</u>	<u>315,464</u>
KIRKLAND LAKE			
Rent	84,518	83,000	85,831
Utilities	23,871	28,000	22,773
Janitor and supplies	19,048	20,000	19,111
Office maintenance	16,137	4,000	9,730
	<u>143,574</u>	<u>135,000</u>	<u>137,445</u>
ENGLEHART			
Rent	19,405	19,300	19,371
Utilities	4,692	5,200	4,754
Janitor and supplies	9,341	10,000	9,078
Office maintenance	5,576	2,000	1,227
	<u>39,014</u>	<u>36,500</u>	<u>34,430</u>
	<u>\$ 502,341</u>	<u>\$ 478,560</u>	<u>\$ 487,339</u>
ALLOCATED COSTS			
March year-end programs	\$ 441,479	\$ 409,255	\$ 453,250
Land Control Program	18,246	18,246	22,200
Other programs	111,197	109,209	82,010
	<u>\$ 570,922</u>	<u>\$ 536,710</u>	<u>\$ 557,460</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF MUNICIPAL REVENUES

FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>2014</u>	<u>2013</u>
Temiskaming Shores	\$ 445,120	\$ 445,120
Kirkland Lake	322,883	322,883
Englehart	65,021	65,020
Cobalt	47,432	47,432
Armstrong	51,286	51,286
Temagami	39,378	39,378
Larder Lake	31,374	31,374
McGarry	29,546	29,546
Charlton/Dack	26,780	26,779
Harley	22,728	22,728
Harris	21,544	21,542
Evanturel	20,406	20,406
Latchford	15,860	15,860
Coleman	24,506	24,507
James	18,973	18,973
Casey	17,344	17,342
Matachewan	14,085	14,080
Kerns	14,032	14,032
Chamberlain	14,724	14,724
Hudson	20,652	20,653
Hilliard	9,338	9,338
Gauthier	5,336	5,336
Brethour	5,436	5,435
Thornloe	3,952	3,953
	<u>\$ 1,287,736</u>	<u>\$ 1,287,727</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

VECTOR-BORNE DISEASE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 83,415	\$ 83,415	\$ 83,415
Municipalities	27,805	27,805	27,960
Total revenues	<u>111,220</u>	<u>111,220</u>	<u>111,375</u>
EXPENDITURES			
Salaries and wages	61,261	62,900	61,447
Fringe benefits	16,216	15,725	13,941
Fees for service	750	750	750
Travel	2,701	4,368	1,945
Materials and supplies	10,848	10,548	10,400
Administrative	16,929	16,929	17,880
Total expenditures	<u>108,705</u>	<u>111,220</u>	<u>106,363</u>
Annual surplus before provincial settlement	2,515	-	5,012
Provincial settlement	1,886	-	3,643
Annual surplus	<u>\$ 629</u>	<u>\$ -</u>	<u>\$ 1,369</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

CHILDREN IN NEED OF TREATMENT (CINOT) EXPANSION PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 7,207	\$ 7,207	\$ 7,207
Municipalities	2,402	2,402	3,600
Total revenues	<u>9,609</u>	<u>9,609</u>	<u>10,807</u>
EXPENDITURES			
Fees for service	<u>7,326</u>	<u>9,609</u>	<u>10,661</u>
Annual surplus before provincial settlement	2,283	-	146
Provincial settlement	<u>1,712</u>	<u>-</u>	<u>-</u>
Annual surplus	<u>\$ 571</u>	<u>\$ -</u>	<u>\$ 146</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT
SMALL DRINKING WATER SYSTEMS PROGRAM
SCHEDULE OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 33,320	\$ 33,320	\$ 33,320
Municipalities	11,106	11,106	11,172
Total revenues	<u>44,426</u>	<u>44,426</u>	<u>44,492</u>
EXPENDITURES			
Salaries and wages	24,194	29,952	24,396
Fringe benefits	3,346	7,069	5,488
Fees for service	460	460	460
Travel	850	1,303	4,570
Materials and supplies	-	-	695
Administrative	5,643	5,643	7,188
Total expenditures	<u>34,493</u>	<u>44,427</u>	<u>42,797</u>
Annual surplus (deficit) before provincial settlement	9,933	(1)	1,695
Provincial settlement	7,450	-	1,222
Annual surplus (deficit)	<u>\$ 2,483</u>	<u>\$ (1)</u>	<u>\$ 473</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT
HEALTHY BABIES/HEALTHY CHILDREN PROGRAM
SCHEDULE OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 501,973	\$ 501,974	\$ 501,973
Province of Ontario – One-time	-	-	93,542
Total revenues	<u>501,973</u>	<u>501,974</u>	<u>595,515</u>
EXPENDITURES			
Salaries and wages	380,704	375,320	424,617
Fringe benefits	95,752	97,583	100,357
Fees for service	7,054	8,500	7,442
Travel	7,419	8,000	10,625
Materials and supplies	4,001	4,083	6,416
Administrative	6,542	8,488	11,109
Total expenditures	<u>501,472</u>	<u>501,974</u>	<u>560,566</u>
Annual surplus before provincial settlement	501	-	34,949
Provincial settlement	501	-	34,949
Annual surplus	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

EARLY YEARS AND CHILDCARE SERVICE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 102,720	\$ 102,713	\$ 94,160
EXPENDITURES			
Salaries and wages	67,105	66,950	61,441
Fringe benefits	17,004	18,077	14,760
Fees for service	4,050	4,350	3,150
Travel	355	496	1,717
Materials and supplies	2,353	3,000	1,324
Administrative	10,147	9,840	9,782
Total expenditures	101,014	102,713	92,174
Annual surplus before provincial settlement	1,706	-	1,986
Provincial settlement	1,706	-	1,986
Annual surplus	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

UNORGANIZED TERRITORIES PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 73,734	\$ 73,734	\$ 72,288
EXPENDITURES			
Salaries and wages	45,300	45,111	46,822
Fringe benefits	10,289	11,142	5,894
Fees for service	1,000	1,000	1,000
Travel	5,604	5,195	3,066
Administrative	11,286	11,286	11,412
Total expenditures	<u>73,479</u>	<u>73,734</u>	<u>68,194</u>
Annual surplus before provincial settlement	255	-	4,094
Provincial settlement	255	-	4,094
Annual surplus	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

INFECTION CONTROL PROGRAMS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Nurse Actual 2014	Infectious Diseases Actual 2014	Total 2014	(Unaudited) Budget 2014	Actual Total 2013
REVENUES					
Province of Ontario	\$ 90,066	\$ 111,116	\$ 201,182	\$ 201,182	\$ 199,416
EXPENDITURES					
Salaries and wages	63,278	78,508	141,786	150,554	135,196
Fringe benefits	17,155	11,205	28,360	28,812	27,067
Fees for service	-	1,000	1,000	1,000	1,000
Travel	-	1,039	1,039	1,000	1,494
Materials and supplies	-	-	-	1,006	159
Administrative	-	18,810	18,810	18,810	17,940
Total expenditures	80,433	110,562	190,995	201,182	182,856
Annual surplus before provincial settlement	9,633	554	10,187	-	16,560
Provincial settlement	9,633	554	10,187	-	16,560
Annual surplus	\$ -	\$ -	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

SMOKE FREE ONTARIO PROGRAMS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 253,400	\$ 253,400	\$ 253,400
Province of Ontario – One-time	-	-	3,142
Offset revenue	-	-	3,000
Total revenues	253,400	253,400	259,542
EXPENDITURES			
Salaries and wages	172,318	168,234	166,686
Fringe benefits	41,160	43,784	37,516
Fees for service	8,161	4,000	13,011
Travel	7,619	6,892	10,091
Materials and supplies	946	2,101	1,497
Administrative	27,746	28,390	24,094
Total expenditures	257,950	253,401	252,895
Annual surplus (deficit) before provincial settlement	(4,550)	(1)	6,647
Provincial settlement	-	-	6,647
Annual surplus (deficit)	\$ (4,550)	\$ (1)	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

IMMUNIZATION PROGRAMS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	FLU Actual 2014	Meningococcal HPV and MMR Actual 2014	Total 2014	(Unaudited) Budget 2014	Actual Total 2013
REVENUES					
Province of Ontario	\$ 29,020	\$ 6,333	\$ 35,353	\$ 35,500	\$ 34,225
EXPENDITURES					
Salaries and wages	16,746	2,652	19,398	18,056	14,630
Fringe benefits	4,590	173	4,763	4,514	1,642
Travel	1,851	388	2,239	4,077	2,886
Materials and supplies	2,599	-	2,599	1,500	2,184
Administrative	8,649	-	8,649	7,353	10,309
Total expenditures	34,435	3,213	37,648	35,500	31,651
Annual surplus (deficit) before provincial settlement	(5,415)	3,120	(2,295)	-	2,574
Provincial settlement	-	-	-	-	2,574
Annual surplus (deficit)	\$ (5,415)	\$ 3,120	\$ (2,295)	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

CHIEF NURSING OFFICER PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 121,414	\$ 121,414	\$ 109,114
EXPENDITURES			
Salaries and wages	99,341	94,688	84,366
Fringe benefits	20,650	24,346	15,708
Total expenditures	<u>119,991</u>	<u>119,034</u>	<u>100,074</u>
Annual surplus before provincial settlement	1,423	2,380	9,040
Provincial settlement	<u>1,423</u>	<u>-</u>	<u>9,040</u>
Annual surplus	<u>\$ -</u>	<u>\$ 2,380</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

PANORAMA PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario – One-time	\$ 130,474	\$ 78,116	\$ 35,944
EXPENDITURES			
Fees for service	123,880	-	7,876
Annual surplus before provincial settlement	6,594	78,116	28,068
Provincial settlement	6,594	-	28,067
Annual surplus	\$ -	\$ 78,116	\$ 1

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

HEALTHY COMMUNITIES FUND PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario – One-time	\$ 47,988	\$ 65,900	\$ 73,902
EXPENDITURES			
Fees for service	31,328	55,938	47,850
Travel	1,325	2,613	2,328
Materials and supplies	6,024	7,350	16,036
Administrative	-	-	2,879
Total expenditures	<u>38,677</u>	<u>65,901</u>	<u>69,093</u>
Annual surplus (deficit) before provincial settlement	9,311	(1)	4,809
Provincial settlement	<u>9,311</u>	<u>-</u>	<u>4,809</u>
Annual surplus (deficit)	<u>\$ -</u>	<u>\$ (1)</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

HEALTHY SMILES ONTARIO PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 217,876	\$ 217,876	\$ 220,133
EXPENDITURES			
Salaries and wages	115,373	116,943	105,707
Fringe benefits	28,320	33,212	29,287
Fees for service	31,671	32,000	20,819
Travel	6,921	9,530	6,521
Materials and supplies	11,463	10,000	11,837
Administrative	10,053	16,192	11,345
Amortization	3,376	-	3,376
Total expenditures	<u>207,177</u>	<u>217,877</u>	<u>188,892</u>
Annual surplus (deficit) before provincial settlement	10,699	(1)	31,241
Provincial settlement	<u>14,076</u>	<u>-</u>	<u>34,618</u>
Annual surplus (deficit)	<u>\$ (3,377)</u>	<u>\$ (1)</u>	<u>\$ (3,377)</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

SOCIAL DETERMINANTS OF HEALTH NURSES PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 180,448	\$ 180,448	\$ 176,910
EXPENDITURES			
Salaries and wages	120,539	144,645	123,394
Fringe benefits	33,368	35,803	32,352
Total expenditures	<u>153,907</u>	<u>180,448</u>	<u>155,746</u>
Annual surplus before provincial settlement	26,541	-	21,164
Provincial settlement	<u>26,541</u>	<u>-</u>	<u>21,164</u>
Annual surplus	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

ENHANCED FOOD SAFETY AND ENHANCED SAFE WATER PROGRAMS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Enhanced Food Safety Actual 2014	Enhanced Safe Water Actual 2014	Total 2014	(Unaudited) Budget 2014	Actual Total 2013
REVENUES					
Province of Ontario	\$ 25,000	\$ 15,500	\$ 40,500	\$ 40,500	\$ 40,500
EXPENDITURES					
Salaries and wages	21,957	4,693	26,650	24,500	-
Fringe benefits	2,271	488	2,759	-	-
Travel	-	7,225	7,225	6,000	5,818
Materials and supplies	353	2,994	3,347	10,000	20,280
Administrative	-	-	-	-	4,494
Total expenditures	24,581	15,400	39,981	40,500	30,592
Annual surplus before provincial settlement	419	100	519	-	9,908
Provincial settlement	419	100	519	-	9,908
Annual surplus	\$ -	\$ -	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

INFECTION PREVENTION AND CONTROL WEEK PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ -	\$ -	\$ 8,000
EXPENDITURES			
Materials and supplies	-	-	5,638
Administrative	-	-	2,069
Total expenditures	-	-	7,707
Annual surplus before provincial settlement	-	-	293
Provincial settlement	-	-	293
Annual surplus	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

DIABETES PREVENTION PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 180,878	\$ 150,000	\$ 137,191
Offset revenue	-	-	6,501
Total revenues	<u>180,878</u>	<u>150,000</u>	<u>143,692</u>
EXPENDITURES			
Salaries and wages	98,241	90,746	79,143
Fringe benefits	17,875	21,305	15,156
Fees for service	11,225	4,143	469
Travel	-	-	88
Materials and supplies	10,914	4,375	18,895
Administrative	26,143	29,431	22,082
Total expenditures	<u>164,398</u>	<u>150,000</u>	<u>135,833</u>
Annual surplus before provincial settlement	16,480	-	7,859
Provincial settlement	16,480	-	7,859
Annual surplus	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MOH/AMOH COMPENSATION INITIATIVE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 13,303	\$ -	\$ 6,490
EXPENDITURES			
Salaries and wages	13,303	-	6,490
Annual surplus	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

SCREENING LIAISON NURSE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario – One-time	\$ 94,688	\$ 100,000	\$ -
EXPENDITURES			
Salaries and wages	68,851	68,494	-
Fringe benefits	16,396	18,288	-
Travel	2,113	2,000	-
Materials and supplies	2,904	4,218	-
Administrative	4,424	7,000	-
Total expenditures	94,688	100,000	-
Annual surplus	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

NEEDLE EXCHANGE INITIATIVE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

	Actual 2014	(Unaudited) Budget 2014	Actual 2013
REVENUES			
Province of Ontario	\$ 1,885	\$ 1,885	\$ 1,885
EXPENDITURES			
Materials and supplies	1,446	1,860	1,500
Annual surplus before provincial settlement	439	25	385
Provincial settlement	439	-	385
Annual surplus	\$ -	\$ 25	\$ -

The accompanying notes form an integral part of these financial statements.



Spring Newsletter 2015

FONOM/MMAH Northeastern Municipal Conference – The conference sold out with 300 registrations to attend the 55th Annual Conference in the City of Greater Sudbury, May 6, 7 & 8, 2015. On behalf of the FONOM Board of Directors, thank you for making this year's conference a success! A number of informative and engaging workshops that catered to the large number of newly elected officials were scheduled during the three day conference. FONOM was pleased to have representation from the Province with 8 Cabinet Ministers, 2 Parliamentary Assistants and Premier Kathleen Wynne all attending. We look forward to next year's conference in the City of Timmins, May 11, 12 & 13, 2016.

FONOM Annual General Meeting – The annual meeting consisted of an update to delegates on the activities that FONOM has been involved in over the last year as well as an update on the status of a number of issues. Delegates also approved the minutes from the 2014 annual meeting and approved the financial report for the 2014-2015 fiscal year. A focus of the meeting was the resolutions which were all passed.

Membership Renewals – The work that FONOM has been able to accomplish has been because of the support from our members and we look forward to another year working on issues that are important to the North! There are unpaid memberships remaining for the 2015-2016 year. For those that have outstanding membership fees, please send payment so that your municipality will continue to receive our communications. If you require a copy of your invoice, please contact the FONOM office and another copy can be sent.

Highlights:

Northern Industrial Electricity Rate (NIER) Program – After advocacy efforts were undertaken from FONOM and industry, we were pleased by the announcement that the NIER Program will become permanent. This program supports major industries in Northern Ontario by providing rebates on electricity program.

Connecting Links Program – FONOM has been requesting the return of the Connecting Links program since its cancellation in 2013. This program provides municipalities with much needed assistance with road construction and improvements on provincial highways that run through their communities. We look forward to further communication regarding the implementation of the program as well as additional transportation infrastructure funding as part of the Province's investments outside of the GTHA.



Events:

State of the North Summit – The April 2nd event which was hosted by The Empire Club in Toronto; one of the most prominent speaker platforms in the country. The summit catered to the Queen's Park and financial and investment community and brought together industry, municipal and First Nations Leaders to discuss the opportunities and challenges in the North. It was a great opportunity showcase Northern Ontario and FONOM looks forward to participating in a future event.

Ongoing Advocacy Initiatives:

Bill 52 (Anti-SLAPP) – FONOM, in partnership with the Northwestern Ontario Municipal Association (NOMA) continue to request that the Attorney General revise the legislation and implement the recommendations that have been put forward. The two recommendations, if implemented, would address the concerns of Northern Ontario while balancing the need to protect discussions of public interest important to individuals or community based organizations.

Policing Modernization – The affordability of policing in communities remains an ongoing issue across municipalities in the North, whether policed by OPP or through municipal police forces. FONOM President, Al Spacek, recently chaired AMO's Policing Modernization Task Force, which consisted of Mayors and Police Board representatives from across the Province that developed a report with several recommendations. Moving forward, there will be continued discussion and a request that the Ministry of Community Safety and Correctional Services implement the recommendations.

Relationship Building Initiatives:

Organizations – FONOM has recently developed a formal working relationship with NOMA and the Northern Ontario Service Deliverers Association (NOSDA) in an effort to increase communication and effectiveness when advocating to the Province on common issues.

First Nations – FONOM is continuing to build on our relationship with Nishnawbe Aski Nation (NAN) and will be developing a framework for collaboration which will include leaders from FONOM, NOMA, NAN and the Chiefs of Ontario.

Follow us on Twitter and Facebook!

@fonom_info

www.facebook.com/federationofnorthernontariomunicipalities

Brian Folco
480 Bolger Avenue
New Liskeard ON POJ 1P0
705-647-7429

Mayor Carman Kidd and Councillors
City of Temiskaming Shores
325 Farr Avenue, Box 2050
Haileybury ON POJ 1K0

June 2, 2015

Re: City Road Conditions

This letter is written to express concerns regarding the deteriorated road conditions in the city, most notably in New Liskeard. Many streets and roads are in varying stages of disrepair including bumpy pavement, pot holes, raised water main covers and broken pavement. Such conditions not only make walking and driving difficult, but also have the potential of being extremely hazardous.

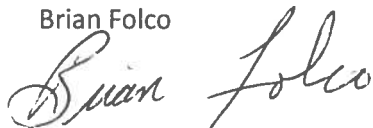
Streets that are most troubling are Landry Drive, Dixon Road, Glen Road, Bolger Avenue and the west end of Farah Avenue. As you may be aware, these routes are the main means of traveling from 'the hill' to the downtown area. Although Shepherdson Road is an option, it proves to be more time-consuming and inconvenient for many.

It is hoped that you, as Mayor and Councillors, regard our concerns with a keen understanding of the need to repair and restore these roads as soon as possible. As a viable tourist area, these road conditions not only make it difficult for visitors to navigate, but also do not portray our city in the best way. In addition, it is difficult to convey to residents and visitors alike that the City of Temiskaming Shores is a community to be proud of when the most basic element of our infrastructure compromises that pride.

Please find attached a petition, signed by local residents, supporting the above and requesting your immediate attention to these concerns. Thank you for your consideration in this extremely important matter. Hopefully, we will soon be walking and driving on well-maintained, safe roads once again.

Sincerely,

Brian Folco

A handwritten signature in cursive script that reads "Brian Folco". The signature is written in black ink and is positioned to the right of the printed name.

PC:

Jessie Foley
Jeff Laferriere

Patricia Hewitt
Mike McArthur

Doug Jelly
Danny Whalen

Brian Folco
480 Bolger Avenue
New Liskeard, ON
P0J 1P0

June 8, 2015

Dear Sir:

I received your letter last week, and would like to respond to you and the other ratepayers, with regard to the condition of our roads. Your council and I are very much aware of the deteriorating state of our roads, and like other Cities across the North, continually push the Federal and Provincial for more infrastructure dollars. The winters are taking their toll; creating the millions of potholes and heaving the storm, water and sewer, man holes and piping.

We have cut budgets, and trimmed spending, so that we can allocate, at least one million dollars of our local taxes towards road resurfacing. This is on top of just over three million dollars that gets spent annually on road maintenance, such as culverts, dust control, patching, sand and salt.

We budgeted the funds and have had EXP do the engineering required to have the water, sewer and storm infrastructure replaced and road resurfacing of Dixon, Glen, and Farah roads. This is what we call a shovel ready project, now, with a projected cost of over four million dollars. Hopefully our grant applications will be approved, and this work can proceed over the next couple of years. I realize that these roads have been talked about for years, and deferred over and over again. This year we were forced by the Ministry of Environment to apply for funding, to connect the New Liskeard and Dymond water systems, because raw water quality concerns, in the Dymond wells. As well, the Grey road sewage pumping station has reached the end of its life and must be upgraded. These two projects are our priorities this year, but as I stated in the tax insert, as well as publicly, these three roads are our next priority.

We have a good relationship with our funding partners, but with so many other municipalities, also screaming for more infrastructure funding, we never know when and if, we will be approved for funding. They announced new Federal and provincial infrastructure programs recently, but no funding has been awarded as of yet. If municipalities can't access more funding, from these programs, we are going to be forced to raise local taxes, in order to start replacing our aging infrastructure, which may be a necessary evil. I realize that people feel they are paying too much in taxes now, but with the ever increasing cost to provide services, and extreme cost to replace the underground infrastructure, this may be our only option.

I am giving you my assurance that these road upgrades, are our next priority, and as soon as we can arrange the financing, the work will begin.

Sincerely



Carman Kidd
CC: Temiskaming Shores Council

NEWS RELEASE Communiqué

John Vanthof
MPP/Deputé
Timiskaming-Cochrane

New Liskeard Office/Bureau
247 Whitewood Ave., Box 398
Pinewoods Centre, Unit 5
New Liskeard, ON P0J 1P0
Phone: (705) 647-5995
Toll Free: 1-888-701-1105
Fax: (705) 647-1976
Email/Courriel:
jvanthof-co@ndp.on.ca

Kirkland Lake Office/Bureau
30 Second Street East
2nd Floor, East Wing
Kirkland Lake, ON P2N 3H7
Phone: (705) 567-4650
Toll Free: 1-800-461-2186
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jvanthof.kl-co@ndp.on.ca

Sturgeon Falls Office/Bureau
193 King Street, 2nd Floor
Sturgeon Falls, ON P2B 1R8
Phone: (705) 753-0200
Fax: (705) 753-0800
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jvanthof.sf-co@ndp.on.ca

Matheson, Iroquois Falls,
Cochrane Office/Bureau
Mobile: (705) 288-1788
Email/Courriel:
LiseB@ndp.on.ca

Working for you in
Timiskaming-Cochrane!

Travailler pour vous dans
Timiskaming-Cochrane!

Highway Access for Off-Road and All-Terrain Vehicles Becoming Law in Summer 2015

June 8, 2015

TIMISKAMING-COCHRANE –After many months of lobbying, the intent of NDP MPP John Vanthof ‘s bill to allow side-by-side and two-up off-road vehicles, and utility – terrain vehicles (UTVs) to be driven on the shoulders of provincial highways has finally become law. Off-road vehicle and all-terrain vehicle enthusiasts will be pleased to learn that as of July 1, 2015, they will be permitted to drive on the shoulder of Ontario’s public roadways.

Through the active participation of the public in the Ontario Ministry of Public Transportation consultation process, the Government of Ontario implemented legislation to correct long-standing barriers impacting multi-passenger off-road vehicle work and leisure usage. Going forward, drivers and passengers of all ages will be required to wear a helmet, and use any applicable seatbelt and foot rests.

QUOTES

“Finally, the rules for off-road vehicles reflect the reality in Northern and rural Ontario, where people regularly use side-by-sides and two-ups for daily work and leisure,” Vanthof said. “Someone driving their side-by-side from their home to their worksite will no longer run the risk of being charged just because their machine has room for two passengers.”

“I really appreciate the efforts of everyone who took the time to sign UTV petitions, write letters of support, and provide insightful commentary during the Ministry of Transportation public review. This victory demonstrates that we can win when we work together.”

John Vanthof
MPP Timiskaming Cochrane

For more information, contact 1-888-701-1105.



News Release

Ontario Increasing On-Road Access for Off-Road and All-Terrain Vehicles

June 8, 2015

New Rules Will Also Strengthen Safety Requirements for Riders

Ontario is enhancing on-road access for more types of off-road vehicles (ORVs) and all-terrain vehicles (ATVs) while increasing safety requirements for riders.

Beginning July 1, 2015, the province is implementing the following changes to ensure that ORV and ATV riders safely reach their destination:

- More types of ORVs and ATVs, including two-up ATVs, side-by-side ATVs and utility-terrain vehicles (UTVs), will be allowed to use the shoulder of public roads.
- All riders -- including drivers and passengers of all ages -- will have to wear a helmet and use a seatbelt or foot rests, where applicable

This month, the province is promoting the new rules before they come in force July 1st, 2015 to ensure that municipalities have enough time to make necessary by-law amendments and to remind riders and drivers about the change.

The province is also allowing an education period to take place between July 1 to Sept. 1, 2015, before violation tickets are issued. However, during this time police officers may still lay a charge through a summons.

Ontario is home to thousands of kilometres of recreational trails making it a popular destination for riders from across Canada and the world. The province consulted with a wide array of trail, municipal, industry, enforcement, as well as health and safety stakeholders to ensure the rules strike the right balance.

Enhancing Ontario's tourism and recreational opportunities is part of the government's plan for Ontario. The four-part plan includes investing in people's talents and skills, making the largest investment in public infrastructure in Ontario's history, creating a dynamic, innovative environment where business thrives, and building a secure retirement savings plan.

NEOMA

NORTHEASTERN ONTARIO MUNICIPAL ASSOCIATION

220 Algonquin Blvd. East, TIMMINS, ON P4N 1B3

Counc. M. Doody, President
(705) 363-7634
michael.doody@timmins.ca

Joe Torlone, Secretary-Treasurer
(705) 360-2601
joe.torlone@timmins.ca

Resolution # 2015-08

Moved by: Mayor Steve Black

Seconded by: Mayor Peter Politis

WHEREAS the Ring of Fire is a massive chromite mining and smelting development project;

AND WHEREAS this globally significant deposit of minerals in Ontario's far north is one of the provinces greatest economic development opportunities in a century;

AND WHEREAS this once in a life-time opportunity will create jobs and generate growth and long-term prosperity for Northern Ontario, First Nation communities, the province of Ontario and Canada;

AND WHEREAS increased and fully functional rail services and improved transportation corridors throughout Northern Ontario are critical for the sustainability and growth of Northeastern Ontario and First Nation communities;

AND WHEREAS NEOMA municipalities have the required brownfield infrastructure to refine the Ring of Fire products;

BE IT RESOLVED that NEOMA supports the Mushkegowuk Council's conceptual plan to bring a railway to the Ring of Fire in a public/private partnership consistent with existing NEOMA resolutions including maintaining existing public assets such as the ONTC in the public sector'

AND BE IT FURTHER RESOLVED that NEOMA supports the need to develop much needed access to First Nations communities and Northeastern Ontario communities in order to create social and economic growth;

AND FURTHER that this resolution be sent to Premier Wynne, Minister Gravelle, the Mushkegowuk Council, NEOMA members, City of Timmins Council, MPP John Vanthof, MPP France Gelin, MP Charlie Angus, MPP Gilles Bisson.

CARRIED

***CERTIFIED TRUE COPY
OF RESOLUTION # 2015-08***



***Joe Torlone, NEOMA Secretary-Treasurer
May 15, 2015***

NEOMA

NORTHEASTERN ONTARIO MUNICIPAL ASSOCIATION

220 Algonquin Blvd. East, TIMMINS, ON P4N 1B3

Counc. M. Doody, President
(705) 363-7634
michael.doody@timmins.ca

Joe Torlone, Secretary-Treasurer
(705) 360-2601
joe.torlone@timmins.ca

Resolution # 2015-09

Moved by: Mayor Steve Black

Seconded by: Mayor Al Spacek

WHEREAS, Timmins' strategic plan – Timmins 2020 has identified the need for a English University in Timmins;

AND WHEREAS, Timmins' vision is to strengthen its position as a regional hub and in light of this provide other post-secondary opportunities to our neighbouring municipalities;

AND WHEREAS, although Timmins has excellent post-secondary opportunities at the college level in both English and French and at the University level in French, the creation of a University will create stable long-term jobs, and also create the potential to support regional business and industry in their efforts to be sustainable, to diversify and to grow;

AND WHEREAS, in recognition of our neighbouring communities within the Mushkegowuk Council and Wabun Tribal Council, Timmins wishes to incorporate a strong Aboriginal component into the curriculum of this proposed University;

AND WHEREAS, a University located in Timmins will allow the youth of Northeastern Ontario and of First Nations communities to attend post-secondary education closer to home at a more affordable cost;

NOW THEREFORE BE IT RESOLVED, the City Council supports the creation of an English University in Timmins;

AND FURTHER that this resolution be sent for support to each of the Municipalities of the Northeastern Ontario Municipal Association (NEOMA) and to the communities within the Mushkegowuk Council and Wabun Tribal Council;

AND FURTHER that all resolutions of support be returned to the City of Timmins for submission to the Premier of Ontario, the Minister of Aboriginal Affairs, the Minister of Training, Colleges and Universities and the Minister of Northern Development and Mines.

CARRIED.

***CERTIFIED TRUE COPY
OF RESOLUTION # 2015-09***



***Joe Torlone, NEOMA Secretary-Treasurer
May 15, 2015***

NEOMA

NORTHEASTERN ONTARIO MUNICIPAL ASSOCIATION

220 Algonquin Blvd. East, TIMMINS, ON P4N 1B3

Counc. M. Doody, President
(705) 363-7634
michael.doody@timmins.ca

Joe Torlone, Secretary-Treasurer
(705) 360-2601
joe.torlone@timmins.ca

Resolution # 2015-10

Moved by: Counc. P. Bamford

Seconded by: Counc. W. Wawrzaszek

WHEREAS energy is an essential commodity and an essential service for economic growth and quality of life in Ontario;

WHEREAS Hydro One is owned by the citizens of Ontario and returns approximately \$1 billion in dividends to the citizens of Ontario annually;

WHEREAS the citizens of Ontario would net a one-time only profit of approximately \$4 billion from the sale of Hydro One;

WHEREAS the private sector will most certainly demand a significant annual profit ...increasing energy costs substantially for Ontario residents and industry alike;

WHEREAS private energy companies in North America have a bad history of frequent and lengthy power outages, which would be deadly during severe Northern Ontario winters;

THEREFORE BE IT RESOLVED that members of NEOMA strongly protest the sale of 60 percent of the assets of Hydro One to the private sector; and,

FURTHER be it resolved that the government of Ontario hold extensive public hearings across Ontario before any change is made to Hydro One; and,

FURTHER that this resolution be sent to the Premier of Ontario, all Members of Provincial Parliament, AMO, NEOMA, FONOM, and NOMA.

CARRIED

***CERTIFIED TRUE COPY
OF RESOLUTION # 2015-10***



***Joe Torlone, NEOMA Secretary-Treasurer
May 15, 2015***

NEOMA

NORTHEASTERN ONTARIO MUNICIPAL ASSOCIATION

220 Algonquin Blvd. East, TIMMINS, ON P4N 1B3

Counc. Michael Doody, President
(705) 363-7634
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Mayor Roger Sigouin, Vice President
(705) 362-4341
rsigouin@hearst.ca

Joe Torlone, Secretary-Treasurer
(705) 360-2601
joe.torlone@timmins.ca

Friday, May 15, 2015 @ 10:00 a.m.
Royal Canadian Legion Branch 70 – IROQUOIS FALLS, ON
MINUTES

Attendees:	<p>Steve Black (Timmins), Joe Torlone (Timmins), Pat Bamford (Timmins), Walter Wawrzaszek (Timmins), Michael Doody (Timmins), Joe Campbell (Timmins), Michael Shea (Iroquois Falls), Isabelle Denault (Cochrane), Tony Antoniazzi (Kirkland Lake), Carman Kidd (Temiskaming Shores), Luc Denault (Smooth Rock Falls), Betty Lou Purdon (Iroquois Falls), Colin Kennedy (Iroquois Falls), Jean Pierre Ouellette (Cochrane), Michel Arsenault (Smooth Rock Falls), John Lemieux (Smooth Rock Falls), Sue Perras (Smooth Rock Falls), Gilles Laderoute (Black River-Matheson), Robert Brown (Black River-Matheson), Doug Bender (Black River-Matheson), Garry Edwards (Black River-Matheson), Richard Lemay (Mattice Val Cote), Don Nolet (Opasatika), Denis Dorval (Opasatika), Carole Boucher (Iroquois Falls), Yves Labelle (Kapusking), Al Spacek (Kapusking), Madeleine Tremblay (Fauquier-Strickland), Sylvie Albert (Fauquier-Strickland), Michel Briere (Mattice Val Cote), Robert Courchesne (Fauquier-Strickland), Peter Politis (Cochrane), Nicole Fortier Levesque (Moonbeam), Roger Sigouin (Hearst),</p> <p>Guests: Grand Chief Lawrence Martin - Mushkegowuk, David Landers (CDSSAB), OPP Insp. M. Demeules, OPP Staff Sgt. D. Foy</p> <p><small>(Please note that the names above are names of the attendees that signed the "Attendance Sheet")</small></p>
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<i>If there are any errors or omissions in these minutes, please contact the undersigned.</i>			
	ITEM	DISCUSSION	ACTION REQUIRED
1.	Welcome	The meeting was called to order at 10:05 a.m. Mayor M. Shea welcomed all NEOMA participants to the town of Iroquois Falls.	
2.	Opening remarks	President M. Doody reminded the group that we are going through challenging times and of the need for NEOMA to speak as one voice.	
3.	Introductions	Introductions were made by each of the participants.	
4.	Approval of agenda	<p>2015-04 Moved by P. Politis Seconded by S. Black</p> <p>THAT the NEOMA meeting agenda for May 15, 2015 be approved as circulated, with the following addition:</p> <p>17b) Northland Power - Cochrane</p>	

		CARRIED	
5.	Declaration of pecuniary interest	There were no declarations of pecuniary interest.	
6.	Adoption of Minutes of February 6, 2015	<p><u>2015-05</u> Moved by G. Laderoute Seconded by M. Briere</p> <p>THAT the minutes of the February 6, 2015 NEOMA meeting be approved as presented.</p> <p>CARRIED</p>	
7.	Business arising from the minutes	<p>a) Stable Funding Formula – Twp. of Fauquier Strickland</p> <p>Mayor M. Tremblay explained the Township of Fauquier-Strickland’s concept for a stable funding model. This formula is for small communities. Documentation was provided to the group. Mayor A. Spacek indicated that from a Provincial prospective, a small community is defined as a community of less than 100,000 in population. President M. Doody recommended that a committee be formed made up of Mayor P. Politis, Mayor A. Spacek, Mayor M. Tremblay and President M. Doody. The group will schedule a meeting to discuss this matter further and report back to the group.</p>	
8.	Presentations:	<p>a) Temiskaming Shores & Kirkland Lake - NEOMA Membership</p> <p>Mayor C. Kidd of the City of Temiskaming Shores and Mayor Antoniazzi of Kirkland Lake made a presentation to the NEOMA group. The purpose of the presentation was to request NEOMA’s consideration to have these two (2) communities join NEOMA. The following resolution was passed:</p> <p><u>2015-06</u> Moved by Mayor M. Shea Seconded by Mayor R. Sigouin</p> <p>THAT the Northeastern Ontario Municipal Association (NEOMA) is willing to amend the NEOMA constitution in order to allow the City of Temiskaming Shores and the Town of Kirkland Lake to become members of NEOMA;</p> <p>AND FURTHER that a constitutional amendment will have to be made at the annual meeting to incorporate this change.</p> <p>CARRIED</p> <p>The two (2) communities were welcomed into the NEOMA group.</p> <p>b) OPP (Insp. M. Demeules & Staff Sgt. D. Foy) – Road closures</p>	

		<p>Insp. M. Demeules & Staff Sgt. D. Foy discussed with the NEOMA group the policies and processes with respect to road closures. The NEOMA group indicated their concerns that road closures as sometimes too lengthy thereby preventing people from going to work or performing their day to day functions. Insp. M. Demeules & Staff Sgt. D. Foy indicated that there were policies and procedures that had to be maintained, and maintained in order to ensure the health and safety of the OPP officers as well as the citizens using the Highway 11 corridor. In the end, the group pledged to work together to find solutions acceptable to all.</p> <p>c) Grand Chief Lawrence Martin - Energy Transportation Corridor</p> <p>Grand Chief L. Martin provided the group with a detailed description of his conceptual plans with respect to an energy transportation corridor in the Mushkegowuk territorial lands. In general, the group supported the concept and will anxiously await further news as to how this conceptual plan evolves into reality.</p>	
9.	Financial Report	<p>The Secretary-Treasurer provided the financial report. Counc. B. Brown indicated that NEOMA may wish to investigate the investment rates with LAS. The Secretary-Treasurer undertook to investigate this matter further.</p> <p><u>2015-07</u> Moved by A. Spacek Seconded by B. Brown</p> <p>THAT the NEOMA financial report as at March 31, 2015 be approved as circulated;</p> <p>CARRIED</p>	
10.	Hospital report	<p>Counc. S. Perras provided her hospital report which was circulated at the meeting.</p>	Hospital report?
11.	Federal & Provincial elected officials	<p>J. Vanthof attended the meeting and thanked the group for their support of not divesting Hydro One resolution. Mr. Vanthof spoke of the Cochrane Power situation as well as the need for an understanding that it is a bio-mass plant. Mr. Vanthof also indicated that he is working on the caribou plan file.</p>	
12.	AMO Update	<p>Mayor A. Spacek advised the group of the following:</p> <ul style="list-style-type: none"> • The group is encouraged to access the services of LAS • The gas tax will now consider a cost of living increase • There is a special committee to discuss MPAC issues. The common issue appears to be consideration of economic obsolescence. 	
13.	FONOM Update	<p>Mayor A. Spacek provided the following:</p> <ul style="list-style-type: none"> • The FONOM Conference recently held in 	

		<p>Sudbury was a success</p> <ul style="list-style-type: none"> • More work is being done with respect to taxes in the unorganized areas. Currently there is a position paper under review. • In order to promote Northern Ontario in the 905/GTA area, a northern summit was held in Toronto and discussed northern issues, opportunities and challenges. • The influence of environmental groups was discussed with respect to Northern Ontario development 	
14.	AFMO Update	The group was advised that the annual general meeting for AFMO will be held in North Bay.	
15.	NeCN Update	There was no update at this time.	
16.	Resolutions	<p>a) Railway – Mushkegowuk conceptual plan – Mayor S. Black</p> <p>After considerable discussion, Mayor S. Black and Mayor P. Politis agreed to re-write this resolution for the group's consideration, as follows:</p> <p><u>2015-08</u> Moved by Steve Black Seconded by Peter Politis</p> <p>WHEREAS the Ring of Fire is a massive chromite mining and smelting development project;</p> <p>AND WHEREAS this globally significant deposit of minerals in Ontario's far north is one of the provinces greatest economic development opportunities in a century;</p> <p>AND WHEREAS this once in a life-time opportunity will create jobs and generate growth and long-term prosperity for Northern Ontario, First Nation communities, the province of Ontario and Canada;</p> <p>AND WHEREAS increased and fully functional rail services and improved transportation corridors throughout Northern Ontario are critical for the sustainability and growth of Northeastern Ontario and First Nation communities;</p> <p>AND WHEREAS NEOMA municipalities have the required brownfield infrastructure to refine the Ring of Fire products;</p> <p>BE IT RESOLVED that NEOMA supports the Mushkegowuk Council's conceptual plan to bring a railway to the Ring of Fire in a public/private partnership consistent with existing NEOMA resolutions including maintaining existing public assets such as the ONTC in the public sector'</p> <p>AND BE IT FURTHER RESOLVED that NEOMA supports the need to develop much needed access to</p>	

First Nations communities and Northeastern Ontario communities in order to create social and economic growth;

AND FURTHER that this resolution be sent to Premier Wynne, Minister Gravelle, the Mushkegowuk Council, NEOMA members, City of Timmins Council, MPP John Vanthof, MPP France Gelinias, MP Charlie Angus, MPP Gilles Bisson.

CARRIED

b) English university – Mayor S. Black

Mayor S. Black provided a brief summary of this resolution.

2015-09

Moved by Mayor S. Black

Seconded by Mayor A. Spacek

WHEREAS, Timmins' strategic plan – Timmins 2020 has identified the need for a English University in Timmins;

AND WHEREAS, Timmins' vision is to strengthen its position as a regional hub and in light of this provide other post-secondary opportunities to our neighbouring municipalities;

AND WHEREAS, although Timmins has excellent post-secondary opportunities at the college level in both English and French and at the University level in French, the creation of a University will create stable long-term jobs, and also create the potential to support regional business and industry in their efforts to be sustainable, to diversify and to grow;

AND WHEREAS, in recognition of our neighbouring communities within the Mushkegowuk Council and Wabun Tribal Council, Timmins wishes to incorporate a strong Aboriginal component into the curriculum of this proposed University;

AND WHEREAS, a University located in Timmins will allow the youth of Northeastern Ontario and of First Nations communities to attend post-secondary education closer to home at a more affordable cost;

NOW THEREFORE BE IT RESOLVED, the City Council supports the creation of an English University in Timmins;

AND FURTHER that this resolution be sent for support to each of the Municipalities of the Northeastern Ontario Municipal Association (NEOMA) and to the communities within the Mushkegowuk Council and Wabun Tribal Council;

AND FURTHER that all resolutions of support be returned to the City of Timmins for submission to the Premier of Ontario, the Minister of Aboriginal Affairs, the

Minister of Training, Colleges and Universities and the Minister of Northern Development and Mines.

CARRIED.

c) Hydro One divestment – Counc. P. Bamford

2015-10

Moved by P. Bamford

Seconded by W. Wawrzaszek

WHEREAS energy is an essential commodity and an essential service for economic growth and quality of life in Ontario;

WHEREAS Hydro One is owned by the citizens of Ontario and returns approximately \$1 billion in dividends to the citizens of Ontario annually;

WHEREAS the citizens of Ontario would net a one-time only profit of approximately \$4 billion from the sale of Hydro One;

WHEREAS the private sector will most certainly demand a significant annual profit ...increasing energy costs substantially for Ontario residents and industry alike;

WHEREAS private energy companies in North America have a bad history of frequent and lengthy power outages, which would be deadly during severe Northern Ontario winters;

THEREFORE BE IT RESOLVED that members of NEOMA strongly protest the sale of 60 percent of the assets of Hydro One to the private sector; and,

FURTHER be it resolved that the government of Ontario hold extensive public hearings across Ontario before any change is made to Hydro One; and,

FURTHER that this resolution be sent to the Premier of Ontario, all Members of Provincial Parliament, AMO, NEOMA, FONOM, and NOMA.

CARRIED

d) NEOMA member fee increase for 2016 – 3%

The group agreed to a 3% increase to the membership fee for 2016.

2015-11

Moved by Mayor A. Spacek

Seconded by Mayor R. Sigouin

THAT the 2016 membership fee for NEOMA communities be increased by 3%, effective January 1, 2016.

CARRIED

17.	Mayor's Coalition on Affordable Policing	Mayor Politis advised that there is no update at this time. 17b) Northland Power – Cochrane Mayor P. Politis provided an update with respect to the power situation in Cochrane. A package of information requesting support from the Town of Cochrane was provided to the NEOMA municipalities. At the present time, there is hope that this major issue could be resolved.	
18.	Caribou plan – Mayor R. Sigouin	Mayor R. Sigouin and Counc. M. Doody provided an update regarding the caribou plan.	
19.	Public Bus Service Westward – Mayor R. Seguin	Mayor R. Sigouin advised that there are issues and in particular bus service between Hearst and Long Lac has been discontinued.	
20.	Correspondence	a) Twp. of Black River-Matheson– Increase in flock limit for broiler birds b) Twp. of Black River-Matheson – Closure of Hwy 655 c) Letter to Resolute Forest Products re: Mill Closure-Iroquois Falls d) Ministry of Natural Resources – B. Mauro – Northland Power e) Greenpeace – Forest products sector – Town of Hearst All correspondence above was provided for the group's review.	
21.	Other matters	There were no other matters.	
22.	Date of next meeting	The next meeting will be in mid-September in the town of Hearst.	
23.	Adjournment	The NEOMA meeting adjourned at 1:45 p.m.	

Minutes taken by:

**JOE TORLONE,
NEOMA Secretary-Treasurer
City of Timmins**



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

Minutes of the Regular Meeting of the Board

held on Wednesday, April 22, 2015 at the
Kirkland Lake Council Chambers

PRESENT: Jim Whipple – Chair; Doug Jelly – Vice-Chair; Fred Deacon; Patricia Hewitt;
Karen Gerrard; Clermont Lapointe; Todd Morgan; Tina Sartoretto Don
Studholme, CAO.

REGRETS: Norm Mino

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:35 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None.

2.0 PETITIONS AND DELEGATIONS

None.

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2015-25 MOVED by Clermont Lapointe and SECONDED by Doug Jelly:

THAT the agenda of the regular Board meeting held on April 22, 2015, Board be accepted as presented.

CARRIED

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2015-26 MOVED by Tina Sartoretto and SECONDED by Karen Gerrard:

THAT the minutes of the regular Board meeting held on March 4, 2015 be approved as presented.

CARRIED

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Don Studholme gave an update on the Social Assistance Management System (SAMS).

6.0 CORRESPONDENCE

Resolution # 2015-27 MOVED by Fred Deacon and SECONDED by Doug Jelly:

THAT the Board receive the correspondence as presented, for information.

CARRIED

- 6.1 Letter from the Ministry of Municipal Affairs and Housing (MMAH) dated April 1, 2015:
– Investment in Affordable Housing for Ontario (IAH) (2014 Extension)
– Program Delivery and Fiscal Plan Approval – Years 2 to 6
– Year 2 Financial Commitment Approval – Operating and Ontario Renovates Components
- 6.2 Letter from the Ministry of Community and Social Services (MCSS) dated March 19, 2015:
– Additional Funding for SAMS Implementation
- 6.3 Letter from the Township of Kerns dated April 9, 2015: Approval of 2015 DTSSAB Budget

7.0 OTHER BUSINESS

7.1 Approval of the Audited Financial Statements

On behalf of the Audit Committee, Janice Loranger, Director of Finance, presented this item to the Board for approval.

Resolution # 2015-28 MOVED by Fred Deacon and SECONDED by Karen Gerrard:

THAT the Board approve the recommendation of the Audit Committee to approve the 2014 Financial Statements as audited by Grant Thornton LLP dated April 22, 2015.

CARRIED

Resolution # 2015-29 MOVED by Fred Deacon and SECONDED by Clermont Lapointe:

THAT the Board approve the creation of the Best Start Reserve Fund and the Child Care Mitigation Reserve Funds.

THAT the Board approve the transfer of \$3,213,101 into the Best Start Reserve Fund and a transfer of \$2,094,227 into the Child Care Mitigation Reserve Fund.

CARRIED

7.2 Housing Provider Service Agreements

Kelly Black, Social Housing Manager, presented this item to the Board for information.

7.3 New Liskeard Non-Profit Housing Corporation

Kelly Black, Social Housing Manager, presented this item to the Board for approval.

Resolution # 2015-30 MOVED by Fred Deacon and SECONDED by Patricia Hewitt:

THAT the Board forgive an overpayment in subsidy flowed to New Liskeard Non-profit Housing Corporation in the amount of \$11,948 that is owed to the DTSSAB from the 2006 fiscal year reconciliation.

CARRIED

7.4 Royal Canadian Legion Zone K-1 and Area Veterans Home Corporation

Kelly Black, Social Housing Manager, presented this item to the Board for information.

7.5 Child Care Services in Schools

Dani Grenier-Ducharme, Children's Services Manager, presented this item to the Board for information.

7.6 Human Resources Staff

D. Studholme, CAO, presented this item to the Board for approval.

Resolution # 2015-31 MOVED by Doug Jelly and SECONDED by Clermont Lapointe:

THAT an administrative assistant to the Director of Human Resources be hired from September 2015 to December 31, 2016.

CARRIED

7.7 2015 Q1 CAO Operational Overview Board Report

D. Studholme, CAO, presented this item to the Board for information.

7.8 CAO Report

D. Studholme, CAO, presented this item to the Board for information.

Board Member Patricia Hewitt and Jim Whipple also provided a brief summary of the NOSDA Annual General Meeting that took place on April 15, 16, 17, 2015.

8.0 IN CAMERA SESSION

Resolution # 2015-32 MOVED by Fred Deacon and SECONDED by Doug Jelly:

THAT the Board move into closed session to discuss two Human Resources matter.

CARRIED

9.0 RETURN TO REGULAR MEETING

Resolution # 2015-35 MOVED by Karen Gerrard and SECONDED by Clermont Lapointe:

THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board without report at 7:55 p.m.

10.0 ADJOURNMENT / NEXT MEETING

Resolution # 2015-36 MOVED by Fred Deacon and SECONDED by Doug Jelly:

RESOLVED THAT the Board meeting be hereby adjourned at 7:56 p.m.

AND that the next meeting be held on May 20, 2015, in Englehart, or at the call of the Chair.

CARRIED

Minutes signed as approved by the Board:


Board Chair

May 20, 2015
Date

Recorder: Lise Gauvreau

1.0 Call To Order

The meeting was called to order at 2:36 p.m.

2.0 Roll Call

- Councillor Mike McArthur
- Chris Oslund, City Manager
- Councillor Danny Whalen
- Candice Bedard, CAO Town of Cobalt
- Tina Sartoretto – Mayor, Town of Cobalt
- Gary Wadge, Public Works Clerk
- Mitch Lafreniere, Manager of Physical Assets
- Councillor Rochelle Schwartz, Town of Cobalt
- Logan Belanger, Special Programs Coordinator
- Luc Charlebois, General Manager, Stock Transportation (Haileybury location)

3.0 Review of Revisions or Deletions to Agenda

- None

4.0 Approval of Agenda

Recommendation TC-2015-017

Moved by: Councillor Danny Whalen

Be it recommended that:

The Transit Committee agenda for the May 25, 2015 meeting be approved as printed.

Carried.

5.0 Approval of Agenda

Recommendation TC-2015-018

Moved by: Councillor Mike McArthur

Be it recommended that:

The Transit Committee agenda for the March 25, 2015 and the April 27, 2015 meeting be approved as printed.

Carried.

6.0 Disclosure of Pecuniary Interest and General Nature

- None

7.0 Unfinished Business

7.1 Status of Purchase of New Transit Buses

Discussion

The paperwork to purchase the new transit buses has been approved and their shipment has been confirmed. The Committee discussed equipping the buses with bike racks due to the increased number of users travelling with bikes, particularly to the skate park.

Recommendation TC-2015-019

Moved by: Councillor Danny Whalen

Be it recommended that:

The Transit Committee hereby approves the additional cost of \$2,500 (approx.) per bus for bike racks for the new transit buses.

Carried.

Mitch Lafreniere, Manager of Physical Assets, commented that the transit buses are expected to arrive in June; however, it is anticipated that the buses will be put into operation by the end of August, due to training requirements and decal placement.

The Committee will consider advertising opportunities on the interior of the transit buses upon their arrival.

7.2 Location of Transit Shelter at Wal-Mart

Discussion

The Committee sent a letter to Riocan requesting the relocation of the existing bus shelter; however, the proposed location was denied. After a discussion, the Committee proposed an alternative location - the Southwest corner of the parking lot, between Walmart and Canadian Tire; this location would provide access to Highway 11 with less traffic congestion. A letter will be sent to Riocan for consideration.

7.3 Automated Stop Announcement System Status

Discussion

The Committee agreed to proceed with the preliminary work/ research on the automated stop announcement system for the new transit buses. Tina Sartoretto, Mayor of Cobalt, commented that the objective will be to find an affordable system/ procedure that would not compromise the needs of visually impaired persons using the transit system.

8.0 New Business

8.1 Transit Financial: January – April 2015

Discussion

The Committee reviewed the transit financial summary from January to April 2015.

8.2 Passenger Counts: March and April 2015

Discussion

The Committee reviewed the passenger counts for March and April of 2015. There has been a trend of lower ridership in the month of April due to statutory holiday's (28 days of service instead of 31 days), as well as post secondary students were completing school and were not using the service as frequently.

The Committee discussed requesting a financial contribution from Coleman Township for the transit stop and bus shelter located at Mileage 104. A letter will be sent requesting an annual contribution of \$2,500.

8.3 Transit Services for Fireworks

Discussion

The Committee discussed transit requirements on Saturday, June 27, 2015, for the Canada Day long weekend firework display.

Recommendation TC-2015-020

Moved by: Councillor Danny Whalen

Be it recommended that:

On Saturday, June 27, 2015, the Transit Committee approves the transit service to provide:

- a) free ridership to passengers;
- b) one-hour of additional services (the additional hour will be included on the evening route); and
- c) three (3) transit buses (instead of two).

Carried.

8.4 Transit Shelter Maintenance

Discussion

The Committee discussed that the cleanliness of bus shelters have been a reoccurring issue due to competing work demands for City staff. Christopher Oslund, City Manager, commented that the City has contracted the cleaning of eight (8) City-owned bus shelters; this service includes the general cleaning and garbage removal for each bus shelter on

weekly basis, and a full-cleaning once per month. The cost associated with this service is \$7.50 per shelter, per week.

8.5 Contract Negotiations with Stock Transportation

Discussion

Luc Charlebois, General Manager with Stock Transportation, is in the process of updating the contract between Stock Transportation and Temiskaming Transit, and requested feedback from the Committee regarding any adjustments to the document. The revised contract will reflect a new price for service due to the requirements of the new transit buses, such as each mechanic will require 40 hours of training for maintenance, and drivers will require their Z endorsement. The Committee agreed that the cleanliness of the buses have been an ongoing concern. Luc commented that the buses are swept and garbage is emptied daily; however, cleaning has been difficult with the significant down-time of the existing buses. He expects that cleanliness will improve once the new buses are in service. The Committee also expressed concerns regarding the speed at which the transit buses travel.

Councillor Danny Whalen requested that the revised contract be presented to the Committee for review.

9.0 Closed Session

- None

10.0 Next Meeting

The next meeting of the Transit Committee is scheduled for Wednesday, July 22, 2015 at 2:30 p.m.

11.0 Adjournment

Recommendation TC-2015-021

Moved by: Councillor Mike McArthur

Be it recommended that:

The Transit Committee meeting is adjourned at 4:00 p.m.

Carried

Committee Chair

Recorder

1.0 CALL TO ORDER

The Building Maintenance Committee meeting – Farmer’s Market meeting was called to order at 1:35 PM

2.0 ROLL CALL

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Councillor Danny Whalen; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works, Tammie Caldwell, Director of Recreation; Mitch Lafreniere, Manager of Physical Assets, Kelly Conlin, Executive Assistant
Regrets:	Steve Burnett, Technical and Environmental Compliance Coordinator
Others Present:	Farmers Market Representatives: Larry Craig, Dianna Wabi, Tim Vandermeer, Lisa Vandermeer

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4.0 ADOPTION OF AGENDA

Recommendation PW-BL-2015-022

Moved by: Mayor Carman Kidd

Be it recommended that:

The May 26, 2015 Building Maintenance Committee Meeting Agenda be adopted as printed.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6.0 DELEGATIONS/PUBLIC PRESENTATIONS

- None

7.0 UNFINISHED BUSINESS

7.1 Farmer's Market Discussion

Discussion:

Doug Walsh, Director of Public Works presented via Power Point, the background information and what has taken place since the first meeting on April 28, 2015. The presentation provided information on the potential locations along with New Liskeard waterfront and was accompanied by the approximate costs to construct at each respective location.

Councillor Danny Whalen requested an opinion from the Farmers Market Representatives regarding the Harbour Front in Haileybury and why this existing facility could not be utilized. Larry Craig informed the committee that in previous years, the Market had tried to expand into Haileybury and it was deemed unsuccessful. Although the group felt the layout of the building was ideal, there was less foot traffic and very limited parking space. The Farmers Market group also struggled with getting vendors to participate at the Harbour Front location.

After discussions surrounding cost and location of the possible sites, it was determined that the municipal parking lot location was the most cost effective and central location.

Both Councilors and staff made the Farmers Market group aware that they will be responsible for the ongoing operating costs of this structure; however, the City will maintain the ownership of the building and land. Once the project is set to move forward, a formal agreement will be drafted and approved by both the City and the Farmers Market Group clearly outlining these details.

A public meeting has been scheduled for Tuesday, June 9, 2015 at 7:00 pm at Riverside Place.

Recommendation PW-BL-2015-023

Moved by: Councillor Doug Jelly
Seconded by: Mayor Carman Kidd

Be it recommended that:

The Building Maintenance Committee hereby recommends the south east corner of the municipal parking lot located between Whitewood and Cedar Avenue in the Town of New Liskeard, as their preferred location for a new farmers market structure and further, that staff proceed with the public consultation process and report to Council on June 16, 2015.

CARRIED

8.0 ADJOURNMENT

Recommendation PW-BL-2015-024

Moved by: Councillor Danny Whalen

Be it recommended that:

The Building Maintenance Committee – Farmers Market, be hereby adjourned at 2:30 PM

CARRIED

Memo

To: Mayor and Council
From: Karen Beauchamp, Director Community Growth and Planning
Date: June 16, 2015
Subject: Door to Door Sales of Dog and Cat Tags
Attachment: **Appendix 01** – Calling Card

Mayor and Council:

The City's Animal Control By-law No. 2013-051 requires that every owner of a dog or cat shall register the dog or cat with the Registrar on or before January 1st in each year that he or she is the owner of that dog or cat; and every person who becomes an owner of a dog or cat after January 1st in any year shall register the dog or cat within 7 days of becoming the owner and on or before January 1st in each year thereafter.

The City's agreement with Prodigal Pets operating as Temiskaming Animal Care and Control for the provision of animal control and pound services requires the Contractor to proactively sell dog and cat tags and the method of sale includes appointing Licence Agents, door to door sales, public service announcements, mail outs, website, kiosks, etc.

During 2015 budget deliberations, Council expressed a concern that there are a large number of dogs and cats in the City that do not have tags. As of May 31, 2015, the City has sold 551 tags with a revenue of \$8,240. In 2014 a total of 601 tags were sold with a revenue of \$7,162.00. The United States Humane Society (humanesociety.org) estimates that the average number of pets per household is 1.47 dogs and 2.11 cats. Given that there are approximately 4,500 households in the City, these statistics would indicate that there is a potential for 6,615 dogs and 9,495 cats.

For the past several years, the City has promoted dog and cat tag sales by offering 50% discounts before January 31, 2015 and at CJTT Lifestyles, having next year's tags available in October to promote Christmas sales, developing an Animal Control Webpage, posting ads in the Community Bulletin in the Temiskaming Speaker and Weekender, on the City's website and Facebook page, as well as public service announcements on CJTT Radio. The City has also increased the number of depots that sell tags and offer a royalty of \$2 / tag to depots to encourage tag sales.

At their May 20, 2015 meeting the Protection to Persons and Property Committee considered door to door sales of dog and cat tags and passed Recommendation PPP-2015-024 as follows:

Moved by: Councillor Mike McArthur

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.

On May 25, 2015, the City Manager and Director of Community Growth and Planning met with the Animal Control Contractor to conduct an annual review of the Animal Control Contract and discuss the door to door tag sales. The Animal Control Contractor advised that he would start the campaign during the week of June 8 in order to give the City time to place the public service announcements. During the door to door campaign, the contractor will sell dog and cat tags or leave a door hanger letting people know that a tag is required within two weeks. The door hanger lists the depots where a tag can be purchased. A copy of the door hanger is attached as Appendix 01.

In accordance with the Animal Control By-law No. 2013-051, the cost for a tag is as follows:

1. Spayed or neutered dog or cat \$20
2. Unfixed dog or cat \$30
3. If the owner is a senior citizen the cost of the tag is reduced by 50%.

The Set Fine for "Fail to register dog or cat" is \$100.

The City is posting notice of the door to door campaign in the Community Bulletin in the Temiskaming Speaker and Weekender as well as on the City's Website, Public Notice page for the month of June; on the City's Facebook page once each week for the month of June, and a public service announcement on CJTT Radio three times per day for 5 days starting June 9th.

Prepared by:

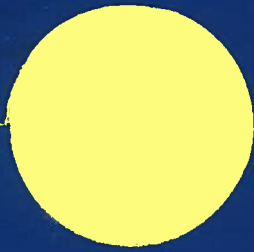
Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

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

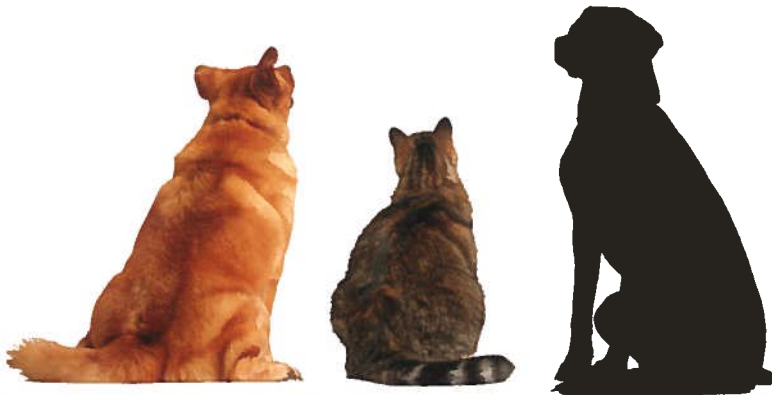
Christopher W. Oslund
City Manager



**The City of
Temiskaming Shores
requires that
all dogs and cats
be licensed yearly.**

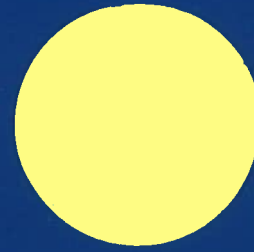
**Tags can be purchased at the
following locations:**

- Library - *Haileybury & New Liskeard*
- Temiskaming Veterinary Services
- Lakeside Animal Clinic
- Pet Valu • Fit-for Pets
- Animal Hospital • City Hall



**For each dog and cat that lives at this
address, you are required to purchase
a tag by _____.**

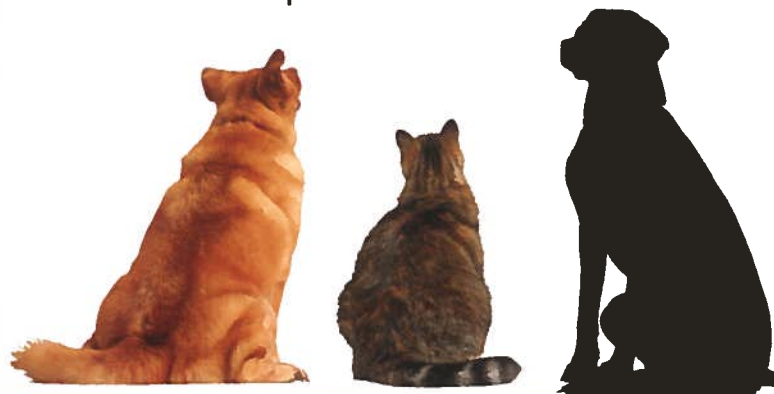
**For more information call
705-672-3363**



**La ville de
Temiskaming Shores
exige que tous les
chiens et chats soient
enregistrés à chaque
année.**

**Médailles en vente aux endroits
ci-dessous:**

- Bibliothèque-*Haileybury et New Liskeard*
- Temiskaming Veterinary Services
- Lakeside Animal Clinic
- Pet Valu • Fit-for Pets
- Animal Hospital • L'hôtel de ville



**Pour chaque chien et chat qui demeure à
cette adresse il est obligatoire d'acheter
une médaille par _____.**

**Pour plus d'information contactez
705-672-3363**



Subject: Land Sale – G&W Jelly’s Ltd.
(Roll No. 5418-030-007-207.00)

Report No.: CGP-029-2015
Agenda Date: June 16, 2015

Attachments

- Appendix 01:** Map showing Subject Land
Appendix 02: Offer to Purchase
Appendix 03: Draft By-law to accept the Offer to Purchase

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-029-2015;
2. That Council accepts the Offer to Purchase in the amount of \$25,000 plus HST from G&W Jelly’s Ltd. for land legally described as Dymond Concession 1 North Part of Lot 6, Reference Plan 54R-4314 Part 12, Parcel 21726SST; Temiskaming Shores, District of Timiskaming;
3. That Council agrees to waive the requirement for the purchaser to construct a building on the lot;
4. That Council agrees to retain George Kemp, of Kemp Pirie to represent the City in this land sale; and
5. That Council directs staff to prepare the necessary By-law to accept the Offer to Purchase for Council’s consideration at the June 16, 2015 regular Meeting of Council.

Background:

On July 16, 2013, Council passed By-law No. 2013-114 authorizing the sale of two lots in the Dymond Industrial Park, being Parts 3 and 4 on Plan 54R-4314, to G&W Jelly’s Ltd. The purchaser operates Jelly’s Towing which offers light and heavy towing, storage and repair of vehicles, as well as truck and cargo transfers; and employs 8 people. The purchaser has constructed a 60’ x 120’ shop with a 20’ x 100’ office on the 2.5 acre property.

On June 5, 2015 G&W Jelly’s Ltd. presented an Offer to Purchase Part 12 on Plan 54R-4314, being the lot which abuts Part 3 on the North side. The purpose is to join this property with the existing properties in order to expand the business and allow more parking space for towed vehicles. A map is attached as Appendix 01.

Analysis:

The subject land is 1.25 acres in area and fronts on Brazeau Boulevard in the Dymond Industrial Park. Once joined with the existing properties, the total area of the parcel will be 3.75 acres.

Generally, the City puts a condition on the purchase requiring a building with a value of \$100,000 or greater to be constructed on the lot within 3 years. Staff recommends that Council waive this requirement because the purchaser has already constructed a building with a value exceeding \$300,000 on the existing lots and the proposed use on this lot is accessory to the business.

The land is designated Employment Areas in the City of Temiskaming Shores Official Plan and is zoned M2-Manufacturing Industrial in the Township of Dymond Zoning By-law 984. The proposed use of the property is a permitted use.

G&W Jelly's Ltd. has offered the full asking price of \$25,000 plus HST and has provided a 10% deposit in the amount of \$2,500. The transaction is scheduled to close on June 30, 2015. The City Manager accepted the Offer on June 8, 2015. A copy of the Offer to Purchase is attached as Appendix 02.

Staff recommends that Council confirm their acceptance of the Offer to Purchase and have attached a Draft By-law for Council's consideration (Appendix 03).

The purchasers retained George Kemp, Kemp Pirie to represent them in the previous land transaction and would like to do the same for this transaction. In order to save costs for the purchasers, staff recommends that the City retain the same law firm to act on behalf of the City.

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

The Treasurer advises that the property is currently exempt from taxation. The sale will revert the properties to a taxable assessment, thereby increasing the assessment base and taxation revenues. The \$25,000 revenue from the sale of the land will be directed to the Community Development Reserve. Staffing implications related to this matter are limited to normal administrative functions and duties.

Submission

Prepared by:

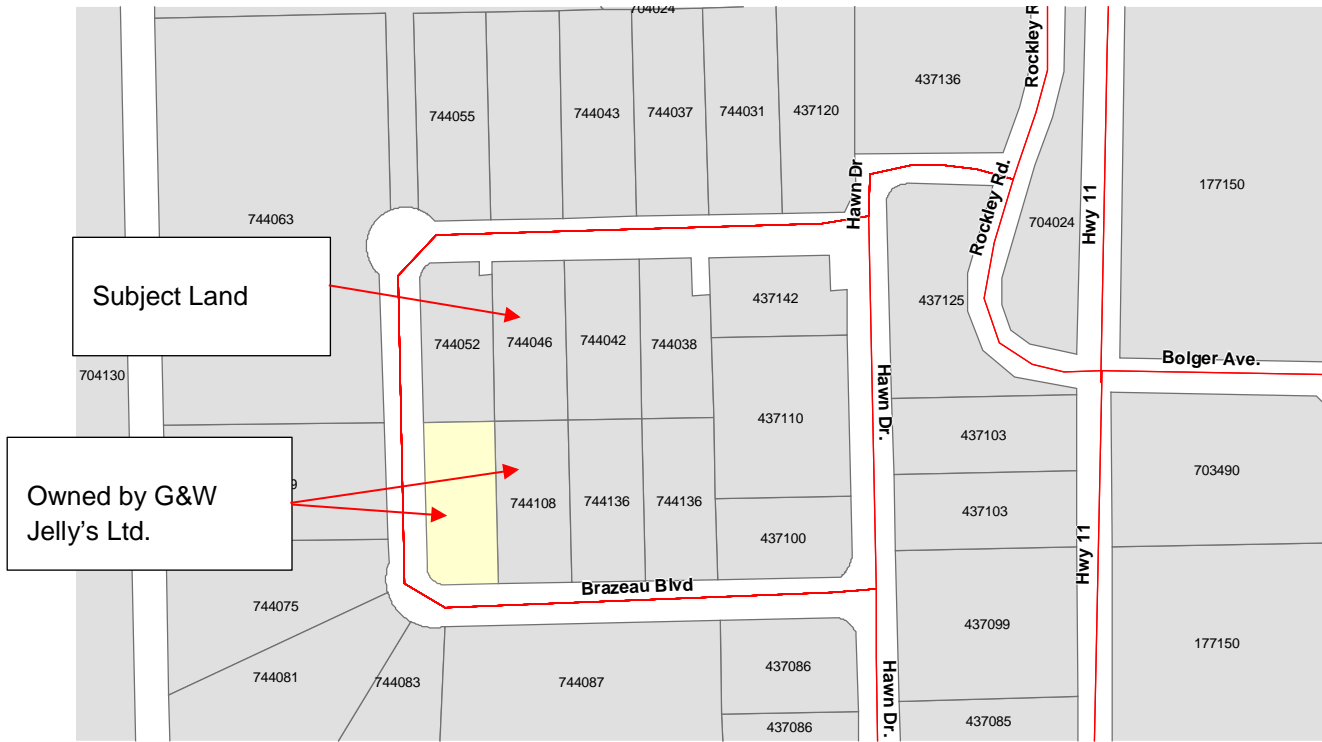
Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

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

Christopher W. Oslund
City Manager



OFFER TO PURCHASE

~~G.W. JELLY Ltd.~~ G & W Jelly's Ltd.

(as "Purchaser"), having inspected the property, hereby agree to and with

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES,

(as "Vendor") to purchase the property being: 4314

DYMOND CON 1 N PT LOT 6 BG; RP 54R3480 PART 12 PCL 21726SST;
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (744046 Brazeau Blvd)

(herein called the "Real Property") at the price of ~~FIFTY THOUSAND DOLLARS~~ ^{PJF TWENTY FIVE} ~~(\$25,000.00)~~ ^{CWD} payable **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)** to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing substantially in the form attached hereto as Schedule "A" failing which this Offer to Purchaser shall be null and void and the deposit returned to the Purchaser without any reduction or interest. Only the Vendor may waive this condition at its option.

RELEASE OF INFORMATION:

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

DEFICIENCY NOTICES AND WORK ORDERS:

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

ADOPTION OF LSUC - OBA DOCUMENT REGISTRATION AGREEMENT

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for

electronic registration.

ACCEPTANCE:

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE:

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

REQUISITIONS:

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

SURVEYS AND DOCUMENTS:

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

CLOSING:

This Agreement shall be completed on or before June 30, 2015 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

INSPECTION OF PROPERTY:

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and

understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

ADJUSTMENTS:

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

COSTS:

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

PLANNING ACT COMPLIANCE:

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

SPOUSAL CONSENT:

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

RESIDENCY OF VENDOR:

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

FACSIMILE:

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

COUNTERPART:

This agreement may but need not be executed in counterpart.

TIME OF ESSENCE:

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.:

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act*, 2009, S.O. 2009, C.34, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

REPRESENTATIONS AND WARRANTIES:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

TENDER:

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

COSTS OF REGISTRATION:

Each party to pay the costs of registration and taxes on his own documents.

KEMP PIRIE

GENDER:

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

SIGNED, SEALED AND DELIVERED this 5th day of June, 2015.
in the presence of:

Purchaser: G.W. Jelly Towing.

Per: 
Tom Jelly, President

I have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this ^{8th} ~~10th~~ day of ^{June} ~~July~~, 2015.

Vendor: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

nlq
German Kidd, Mayor


Christopher W. Oslund, City Manager/Deputy Clerk

We have authority to bind the Corporation.

Purchaser's Address:
G.W. Jelly Towing Ltd. G+W Jelly's Ltd.
744108 Brazeau Blvd.
New Liskeard, ON P0J 1P0
Attn: Tom Jelly

Phone Number: (705)647-5751
Fax Number: (705)647-5980

Purchaser's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp
Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

Vendor's Address:
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0
Attn: David B. Treen, Clerk

Phone Number: (705)672-3363ext 4136
Fax Number: (705)672-3200

Vendor's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp
Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

Being a by-law to authorize the Sale of Land to G & W
Jelly's Ltd. Roll No. 54-18-020-001-027.21

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 By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report No. CGP-029-2015 at the Regular meeting of Council on June 16, 2015 and deemed it desirable to enter into an Agreement of Purchase and Sale with G&W Jelly's Ltd. for municipal real property;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between G&W Jelly's Ltd. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Dymond Concession 1 North Part Lot 6; Part 12 on Reference Plan 54R-3480; Parcel 21726SST; Temiskaming Shores, District of Timiskaming to G&W Jelly's Ltd. in the amount of \$25,000 plus H.S.T. and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

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

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

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Amendments to Sign By-law No. 2007-019 **Report No.:** CGP-030-2015
– Annual Encroachment Fees **Agenda Date:** June 16, 2015

Attachments

Appendix 01: Sign Inventory

Appendix 02: Proposed By-law Amendment

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-030-2015; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2007-019 for consideration at the July 7, 2015 Regular Council meeting.

Background

On January 23, 2007, Council passed By-law No. 2007-019 being a By-law to Regulate Signs. A person who wishes to erect a sign in the City is required to apply for a sign permit and pay an associated fee. For signs that are constructed on City property including road allowances, the owner is required to enter into an encroachment agreement and pay an annual encroachment fee in the amount of \$100/year.

Encroachment fees from 2007-2014 have not been collected and no invoices have been processed for 2015.

Analysis

In the Fall of 2014, Staff inventoried signs on City property in order to confirm compliance with the City's Sign By-law. The sign inventory is attached as Appendix 01.

The inventory identified a number of signs with community messaging for non-profit corporations and community groups; as well as small directional signs and billboards for businesses. A number of signs are in disrepair and appear to be abandoned.

The Protection to Persons and Property Committee reviewed the sign inventory and considered the annual encroachment fee at their regular meeting on May 20, 2015. The committee passed recommendation No. PPP-2015-020 as follows:

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.

Staff have prepared an amendment to Appendix 3 of Schedule A of By-law No. 2007-019 to reflect the new fees as recommended by the Committee. A copy of the amendment is attached as Appendix 02. Staff recommends that Council consider adopting the amendment at the regular Council meeting on July 7, 2015.

Following adoption of the amendment, staff will update the encroachment agreements for businesses that wish to keep their signs and send invoices in accordance with the new fees. Businesses that do not enter into a new encroachment agreement and pay the annual fee will be required to remove their signs from City property. Alternatively, abandoned signs will be removed by the City and the cost of removal will be charged back to the owner.

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 revenues for the annual encroachment fees would be \$1,150 based on the current inventory.

The City's cost for removal of abandoned signs will be charged back to the owner.

Alternatives

No alternatives were considered in the preparation of this report.

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

City of Temiskaming Shores

Signs on City Property (current as of 12 Dec 2014)				
	Location	Description	Message	Sign Shop
Colu	Column1	Column3	Column4	Column5
1	Armstrong St N - West side south of Grey Rd	Billboard	Road Safety Coalition	Phippen
2	Armstrong St N- West side south of Grey Rd	Billboard	Biker's Reunion	Phippen
3	Browning St and West Rd	Billboard	Haileybury businesses	Lakeview
4	Golf Course Rd at River Rd- South side	Freestanding	Greenhaus	Unknown
5	Golf Course Rd at River Rd- South side	Freestanding	DSBONE	Unknown
6	Golf Course Rd at River Rd- South side	Freestanding	Dreamcatcher Equestrian	Unknown
7	King St- East side at Queen St/ Silver St	Freestanding	Haileybury Heritage Museum	Unknown
8	King St- East side (North of 375047 King St)	Freestanding	Haileybury Heritage Museum	Unknown
9	Lakeshore Rd S at Lowry St- West side	Billboard	Haileybury Beach Motel	ARC
10	Lakeshore Rd S at Lowry St- West side	Billboard	Haileybury Businesses	Lakeview
11	Lakeshore Rd S at Lowry St- West side	Freestanding	Slow down children at play	Unknown
12	Lakeshore Rd S at Sunnyside Rd- West side	Freestanding	Haileybury Heritage Museum	Unknown
13	Lakeshore Rd S- West side at Sunnyside Rd	Billboard	JVS/ blank	Unknown
14	Lakeshore Rd South - West side	Billboard	Valumart/ Mike's One Stop	Unknown
15	Lakeshore Rd S- West side	Billboard	Report Impaired Driving (Eng)	Unknown
16	Lakeshore Rd S- West side	Billboard	North Cobalt Flea Market	Unknown
17	Lakeshore Rd S- West side	Billboard	Telus	Phippen
18	Lakeshore Rd S- West side	Billboard	Report Impaired Driving (Fr)	Phippen
19	Niven St S- West side at Main St	Freestanding	Mehtal Construction	Unknown
20	Rorke Ave- East side at Rotary Park	Billboard	Garb Angels	Unknown
21	King St - West side	Billboard	Tri-Town Ski Village	Phippen
22	Shepherdson Rd- west side across from hospital	Freestanding	Parking instructions	Unknown
23	West Rd- South side	Billboard	Northern College	Price
25	West Rd- South side at Ramsay Rd	Freestanding	Leisure Inn	Unknown
26	Whitewood Ave and Regina St	Freestanding	Tri-Town Motor Sports	Unknown
27	Whitewood Ave- South side at Glen Rd	Billboard	Biker's Reunion	Phippen

Yellow is "Not-for-Profit" or "Community Groups"

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to amend By-law No. 2007-019, as amended, being a by-law to regulate signs in the City of Temiskaming Shores

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

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

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

And whereas at its January 23, 2007 Regular Meeting, Council adopted By-law No. 2007-019 to regulate signs in the City of Temiskaming Shores;

And whereas Council considered Administrative Report CGP-030-2015 at the June 16, 2015 Regular meeting of Council and directed staff to amend By-law No. 2007-019 with respect to fees for a permit to erect a sign for consideration at the July 7, 2015 Regular meeting of Council;

And whereas the Council of the Corporation of the City of Temiskaming Shores deems it desirable to amend By-law No. 2007-019.

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

1. That By-law No. 2007-019, as amended be further amended by deleting Appendix "3" of Schedule "A" and replacing it with Schedule "A" attached hereto and forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and final passed this 7th day of July, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

**Fees for a Permit to Erect a Sign and with respect to
 "Encroachment Agreements with respect to Signs"**

	<u>Type of Sign</u>	<u>Fee Payable</u>
1.	A Permit to erect a <i>Fascia Sign, Painted Wall Sign, Canopy Sign, Under Canopy Sign, Portable Sign or Banner Sign.</i>	Five dollars (\$5.00) per one thousand dollars (\$1,000.00) or portion thereof of the valuation of the <i>sign</i> and it's supporting structure (including cost of installation), or a minimum of Fifty dollars (\$50.00)
2.	A Permit to erect an <i>Awning Sign, a Free Standing Sign, a Bill Board Sign, a Projecting Sign or a Roof Sign.</i>	Seven dollars and fifty cents (\$7.50) per thousand dollars (\$1,000.00) or portion thereof of the cost of valuation of the construction or a minimum of Seventy-Five dollars (\$75.00)
3.	Annual Fee with respect to placement of a sign on City property including road allowance. (<i>Encroachment Agreement with respect to signs</i>).	Greater than 10 square feet in area: One Hundred dollars (\$100.00) per agreement. 10 square feet or less in area: Fifty dollars (\$50.00) per agreement.
4.	Annual fee with respect to placement of a <i>sign</i> on <i>City</i> property including road allowance where the <i>sign</i> promotes or is in support of an event <i>sanctioned by, or affiliated with the City of Temiskaming Shores</i> , or supports a community service initiative. (<i>Encroachment Agreement with respect to signs</i>)	One Dollar (\$1.00) per agreement.

Subject: Award - Housing for Small Families, Seniors & Persons Living with Disabilities **Report No.:** CGP-031-2015
Agenda Date: June 17, 2015

Attachments

- Appendix 01:** Project 3 – Proposal Submission - Breault / Cunningham
Appendix 02: Project 3 – Proposal Submission - Rice
Appendix 03: Project 6 – Proposal Submission - Loranger

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-031-2015;
2. That Council accepts Ron Rice's proposal for Project 3 on Little Street to construct a single detached dwelling with a second unit;
3. That Council accepts Laurier Loranger's proposal for Project 6 on Carter Boulevard to construct a single detached dwelling with a second unit provided one or both units are accessible for persons living with disabilities;
4. That Council does not accept Alyssa Breault and Robert Cunningham's proposal for Project 3 on Little Street to construct a single detached dwelling because it does not meet the criteria of the Request for Proposals; and
5. That Council directs staff to prepare the necessary by-laws and Offers to Sell for Council's consideration at a future Council meeting.

Background

On March 19, 2015 the City issued Request for Proposals No. CGP-RFP-001-2015 for the construction of housing for small families, seniors and persons living with disabilities. The purpose of the project was to increase the number of affordable and accessible housing units in the City by offering free land and other development incentives.

Analysis:

The Request for Proposals, CGP-RFP-001-2015 closed on May 14, 2015 and three proposals were received.

A committee comprised of the Director of Community Growth and Planning, and the Chair and Vice Chair of the Temiskaming Shores Accessibility Advisory Committee met on May 28, 2015 to evaluate the proposals and make a recommendation to Council.

The evaluation committee compared the proposals with the evaluation criteria outlined in the Request for Proposals and provided the following comments and recommendations:

Project No. 3 – Alyssa Breault and Robert Cunningham propose to construct a single detached dwelling for their small family. The proposal has limited accessibility features and no second unit. The committee recommends that Council decline this proposal because it does not meet the criteria of the Request for Proposals which was to construct a single detached dwelling with a second unit or a duplex and one or both units would be constructed with the principles of universal design.

The Breault/Cunningham proposal is attached as Appendix 01.

Project No. 3 – Ron Rice proposes to construct a single detached dwelling for a retirement home with a second unit to rent to persons with disabilities. Both units are proposed to be constructed with the principles of universal design. The committee awarded a high score for this proposal as it met most of the criteria of the Request for Proposals.

The Rice proposal is attached as Appendix 02.

Project No. 6 – Laurier Loranger proposes to construct a single detached dwelling for a retirement home with a second unit to rent to persons with mental health disabilities. The single detached dwelling has limited accessibility features and there was very little information on the design of the second unit. The committee would like to meet with Mr. Loranger to obtain additional information regarding the accessible design features of both units. The committee recommends that the project be awarded to Mr. Loranger conditional on confirmation that one or both units will be accessible for persons living with disabilities.

The Loranger proposal is attached as Appendix 03.

Staff recommends that Council endorse the evaluation committee's recommendations.

Following the award of the projects, staff will work with the proponents to finalize their proposals and will prepare by-laws and Offers to Sell for Council's consideration at a future Council meeting.

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 Treasurer advises that the properties are currently exempt for taxation purposes. The sale will result in assessable properties which will generate increased tax revenues. Tax revenues will be further increased once the property is developed.

Council has agreed to offer the land for free and waive the fees for a building permit and any planning applications that may be required, as well as waive the cost for tipping fees for 40 cubic metres of construction waste hauled to the City's landfill site.

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

Alternatives

No alternatives were considered in the preparation of this report.

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

Applicants: Alyssa Breault & Robert Cunningham

Application type: 1000 sq.ft. Single detached dwelling.

Manufacturer: Yvon Champoux Inc., modular home.

Project purpose:

We are looking to start a small family in a new energy efficient home that will last for generations. We want to be able to include the Universal Design principles to simplify our everyday living, both present and future. To accommodate family and friends that may be elderly or may have disabilities that hinder their day to day lives. In short; have a lasting and accommodating, residence in Temiskaming Shores.

List of the Universal Design principles featured in dwelling:

Main floor;

- All interior doors are 34", exterior front door 36", patio door 72", and 30-60" closet bifolds
- Front loading laundry facilities with controls in front on 16" pedestal
- Bathroom, wheelchair accessible, raised toilet, bathtub equipped with flexible hose for showerhead, and single lever faucet for vanity and bath
- Linen near vanity and towel rack near bath
- Ceramic and hardwood flooring throughout house
- Diameter of 60" wheelchair turning space at critical locations throughout the house
- Wider hallways also kitchen island clearance of 38" and greater
- Majority of window sills at height of 36" or lower
- Interconnected smoke alarms, GFI plugs when near water sources
- Kitchen, dining room and living room on dimmer switches to be energy efficient
- Single lever kitchen faucet and "D" shaped cupboard handles
- Open concept throughout kitchen, dining room and living room
- Electrical outlets and switches at standard height
- All windows are triple thermo casements from "Roberge"

Basement;

- Sectioned off mechanical room (Natural gas furnace, tankless water heater, fuse panel)
- All doors 34” and 30-48” closet bifolds
- Open concept recreational room
- Dedicated storage room
- Windows are double thermo, double sliders also from “Roberge”

Exterior;

- Sheltered front porch
- Exterior pathways 48” wide
- Driveway set at 2’ away from the house foundation to alleviate future pressure
- Consistent 8’ of clearance patio design

This page is to be submitted with Proposal

Request for Proposals

CGP-RFP-001-2015

Housing for Seniors and Persons Living with Disabilities

Bidder Information Form

Name of Bidder: ALYSSA BREAVLT & ROBERT CUNNINGHAM

Contact Person: ALYSSA BREAVLT

Mailing Address: Box 358, HAILEYBURY, ON, POJ 1K0

Phone: 705-650-0352 Fax: _____
WORK : 819-723-2253

Email: alyssa.breavlt@hotmail.com



Signature of Authorized Person

ALYSSA BREAVLT

Print Name of Authorized Person

This page to be submitted with Proposal

Request for Proposals

CGP-RFP-001-2015

Housing for Seniors and Persons Living with Disabilities

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 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 submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, I/we/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 7:30 AM this 11 day of MAY, 2015

FIRM NAME (if applicable): _____

BIDDER'S AUTHORIZED OFFICIAL: ALYSSA BREWERT

TITLE: OWNER

SIGNATURE: Alyssa Brewert



Adresse Services écoPlus 247, chemin Freeman Gatineau (Qc) J8Z 2A9
 Téléphone 819.771.6151 (Québec) Courriel info@servicesecoplus.ca
 613.232.6006 (Ontario) Web www.servicesecoplus.ca
 1.866.643.2077 (Sans frais)
 Télécopieur 819.771.7286



Pour une maison confortable, saine, sécuritaire et économique

2013-02-05

M. Philippe Dugay
 Sales Director

Yvon Champoux Inc.
 40, rue Ontario
 Notre-Dame-du-Nord,
 Qc J0Z 3B0

Objet : Thermal Resistance Calculation – Total R and Effective R Values

Hello Philippe,

Here is the calculation for the thermal resistance value for the ceiling composition that we discussed. These calculations were made by Johnny Menhem (certified energy advisor by Natural Resources of Canada) using the HOT2000 software.

Exterior air layer.....	0.17
Vinyl siding.....	0.62
Air gap – with 3/4" strapping	1.53
House wrap.....	negligible
Plywood 3/8"	0.47
Fibreglass R24 (between 2x6 studs 16'oc)	23.97
Energy shield rigid insulation (1 1/2" thick with aluminium foil on both sides)	11.65
Air gap – with 3/4" strapping	1.53
Drywall 1/2"	0.67
Interior air layer.....	0.82
Total R value.....	41.43
Effective R value calculated with (HOT2000 version 10.51)	37.50

Best regards,

Raymond Ouellet, CEO

Dépistage préachat – Efficacité énergétique – Qualité d'air et moisissure



Adresse Services écoPlus 247, chemin Freeman Gatineau (Qc) J8Z 2A9
 Téléphone 819.771.6151 (Québec) Courriel info@servicesecoplus.ca
 613.232.6006 (Ontario) Web www.servicesecoplus.ca
 1.866.643.2077 (Sans frais)
 Télécopieur 819.771.7286



Pour une maison confortable, saine, sécuritaire et économique

2013-02-05

M. Philippe Duguay
 Sales Director

Yvon Champoux Inc.
 40, rue Ontario
 Notre-Dame-du-Nord,
 Qc, J0Z 3B0

Thermal Resistance Calculation for Ceiling - Total and Effective R values

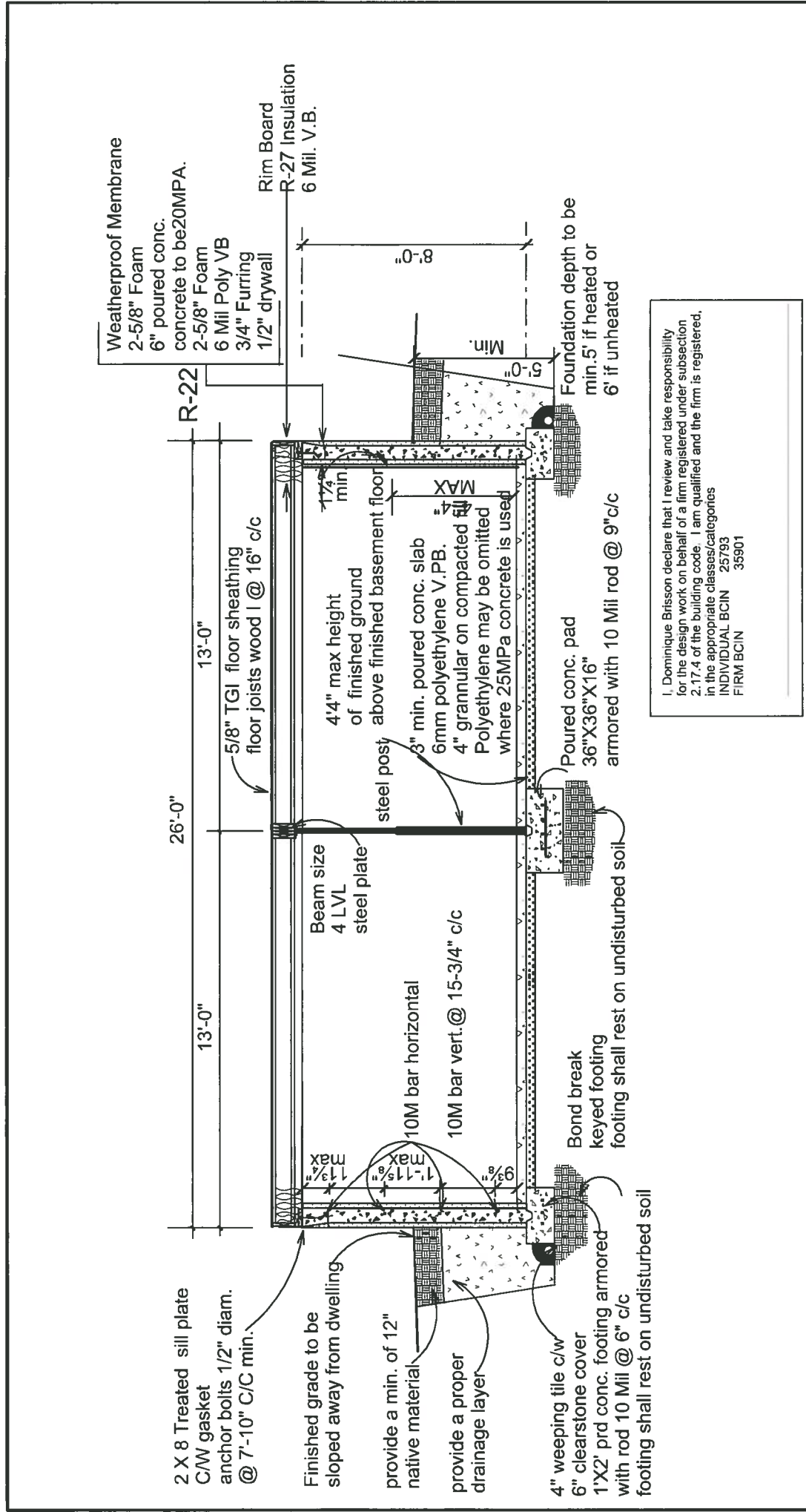
Hello Philippe,

Here is the calculation for the thermal resistance value for the wall composition that we discussed. These calculations were made by Johnny Menhem (certified energy advisor by Natural Resources of Canada) using the HOT2000 software.

Drywall 1/2 "	0.45
Aluminium vapour barrier foil.....	negligible
Plywood 3/8".....	0.47
R31 fibreglass insulation (batts between the ceiling joists).....	31.0
R31 fibreglass insulation (batts perpendicular to the first layer)	31.0
Total R Value	62.92
Effective R value calculated with HOT2000 version 10.51.....	61.97

Best regards,

Raymond Ouellet, CEO



I, Dominique Brisson declare that I review and take responsibility for the design work on behalf of a firm registered under subsection 2.17.4 of the building code. I am qualified and the firm is registered, in the appropriate classes/categories
 INDIVIDUAL BCIN 25793
 FIRM BCIN 35901

YVON CHAMPOUX INC.

TYPICAL BASEMENT SECTION

1/4" = 1'-0"

7



FICHE TECHNIQUE

FICHE TECHNIQUE

PLANCHER

- Solives (poutrelles en I) au 16" centre
- Pourtour de L.V.L. laminé collé et cloué
- Poteaux de cave en métal fournis et installés selon le plan
- Contreplaqué 5/8 embouteté, collé et vissé aux solives

MURS EXTÉRIEURS: ÉPAISSEUR DE 9" 7/8" R Total 41.43*

- Revêtement de vinyle de style Colonial
- Fourrures de 1" X 3" pour jeu d'air extérieur
- Pare-intempérie
- Contreplaqué 3/8
- Structure 2" X 6" au 16" centre, scellée à la semelle
- Laine R-24*
- Isolant rigide 1 1/2" à haute densité enduit de deux (2) parements d'aluminium scellés dans les joints (isole la structure de bois et crée un bris thermique intérieur)
- Fourrures de 1" X 3" pour jeu d'air intérieur
- Gypse 1/2" vissé

PLAFOND ET TOITURE R Total 62.92*

- Gypse 1/2" vissé
- Coupe vapeur d'aluminium continu, scellé dans les joints
- Contreplaqué de 3/8" au plafond pour une meilleure solidité
- Fermes de toit approuvées en bois sec
- Laine isolante installée en deux étapes (R31 + R31)*
- Contreplaqué de 1/2" sur toiture
- Protecteur d'avant toit
- Bardeaux d'asphalte Mystique
- Soffite et fascia (gouttière non-incluse)
- Système de ventilation statique (Maximum) pour l'entretoit

SYSTÈME ÉLECTRIQUE

- Isolation supérieure des prises électriques
- Vérification de chaque circuit à l'usine
- Filage en cuivre
- Panneau électrique de 200 ampères
- Sortie de lumière au plafond dans les chambres
- Lumières extérieures
- Prises extérieures
- Détecteurs de fumée et de monoxyde de carbone
- Mât électrique fourni et installé en usine
- Lumière au dessus de l'évier de cuisine avec interrupteur indépendant
- Deux (2) lumières dans la salle de bain avec interrupteur indépendant
- Sonnette de porte
- Hotte de cuisine qui évacue l'air à l'extérieur
- Échangeur d'air, récupérateur de chaleur pour maximiser la qualité de l'air

SYSTÈME DE PLOMBERIE

- Conduit d'eau chaude et froide jusqu'au niveau des solives
- Robinets pour laveuse (optionnel)
- Robinets pour lave-vaisselle (optionnel)
- Événement supplémentaire pour appareils futurs au sous-sol
- Réservoir de toilette isolé
- Bain moulé une (1) pièce en acrylique et robinet à pression équ
- Vaste choix de robinetterie
- Évier de cuisine en acier inoxydable
- Drain en ABS jusqu'au niveau des solives
- Vérification en usine

FINITION

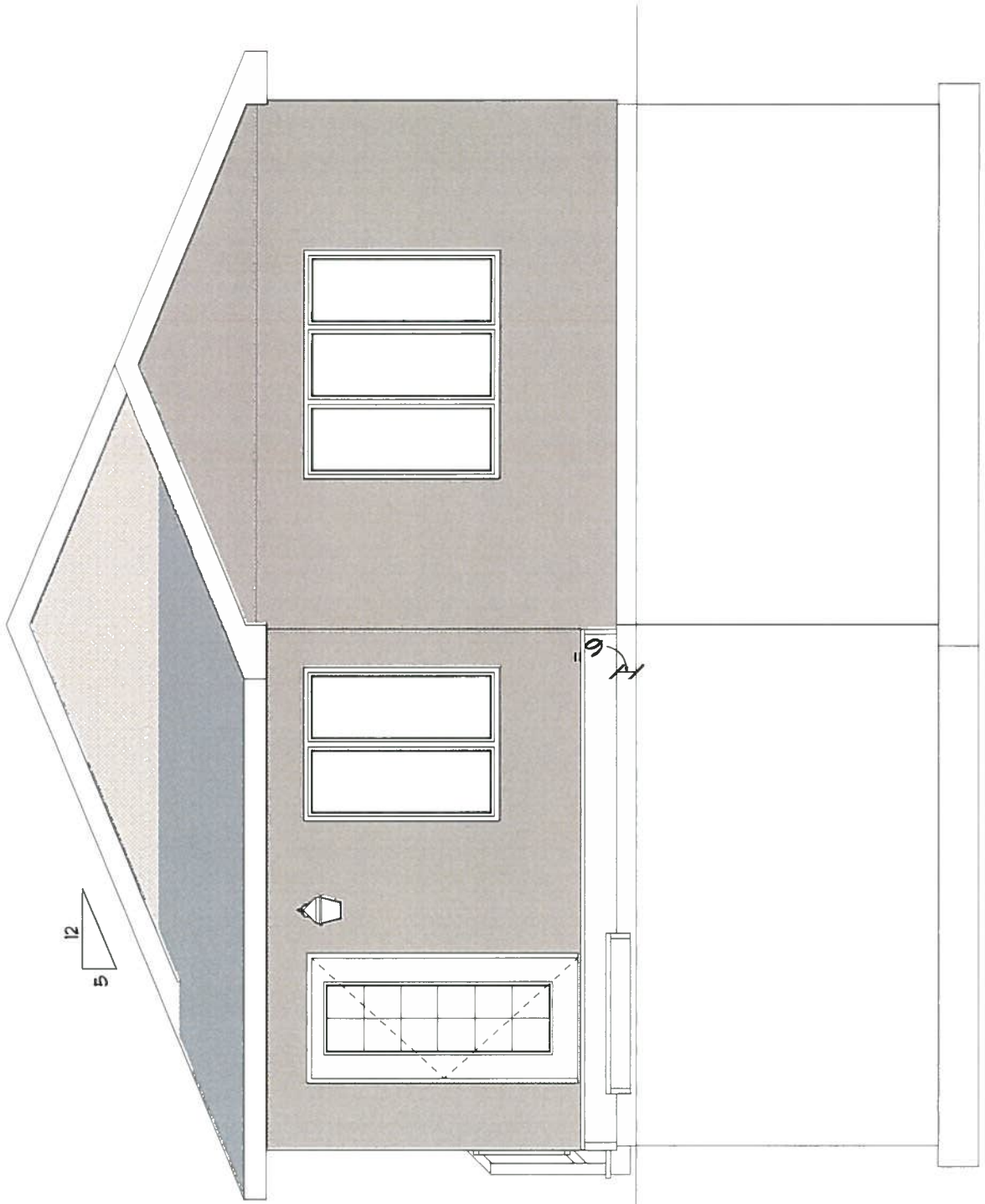
- Vaste choix de vanités pour salle de bain
- Armoires de cuisine de style moderne au choix
- Plinthes et cadrages de style Colonial
- Portes intérieures de style Colonial
- Fenêtres tout PVC
- Thermos triple verre Low-E Argon, standard dans toutes nos m
- Porte patio Low E-Argon
- Soufflage et cadrage intérieur en P.V.C.
- Pourtour des portes et fenêtres scellé à la mousse de polyuré
- Porte extérieure en acier avec cadrage de vinyle

*Les calculs ont été fait avec le logiciel Hot2000 par un conseiller en efficacité énergétique agréé par Ressources Canada

[Accueil](#) | [L'entreprise](#) | [Modèles](#) | [Intérieurs](#) | [Qualité](#) | [Comparatif en ligne](#) | [Soumission en ligne](#) | [Contact](#)



© 2012 | CONFIDENTIALITÉ

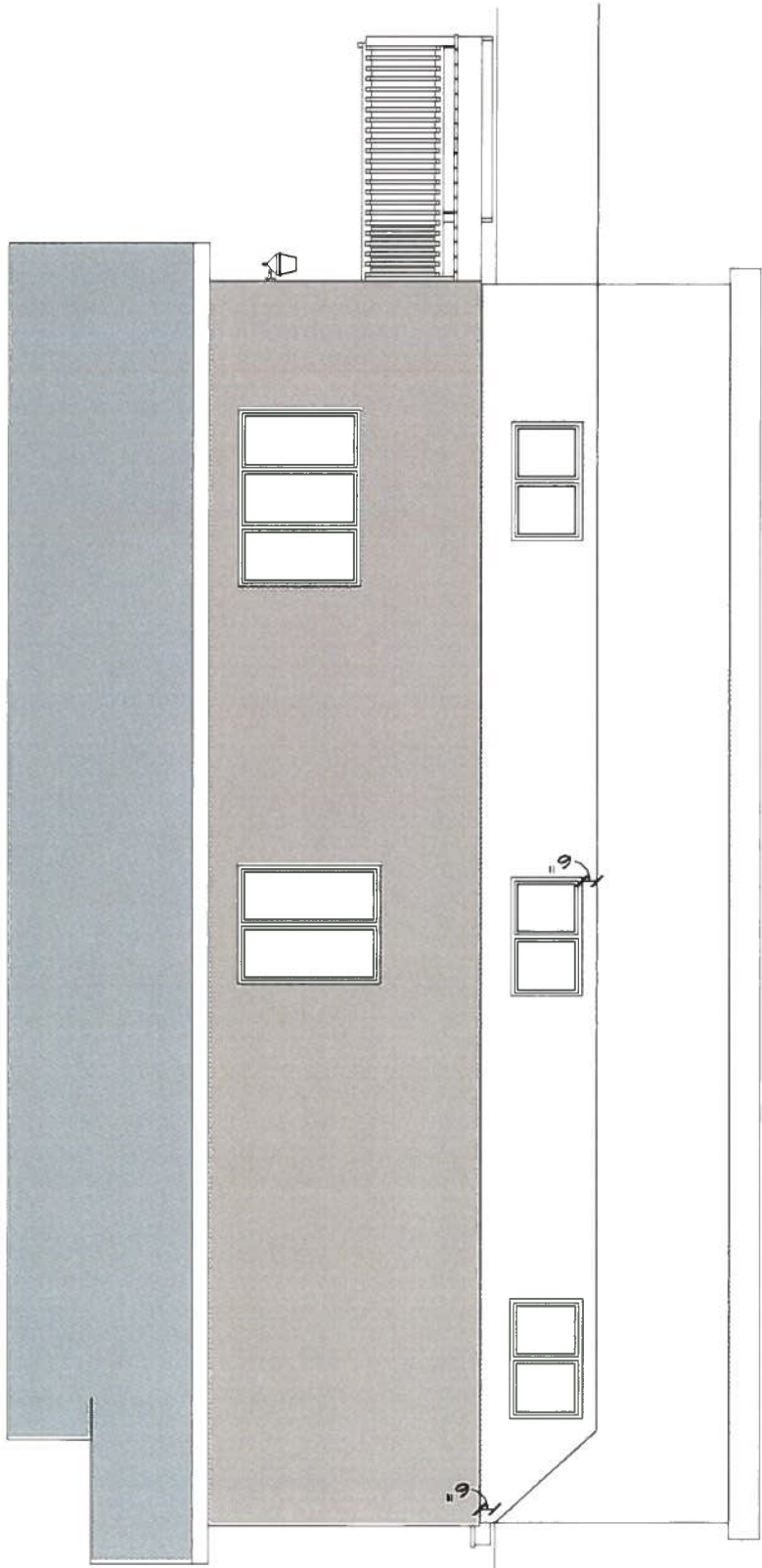


ÉLÉVATION 108'-0"
CEILING

ÉLÉVATION 100'-0"
MAIN FLOOR

ÉLÉVATION 91'-0"
TOP OF FOOTING

FRONT ELEVATION



ÉLÉVATION 108'-0"
CEILING

ÉLÉVATION 100'-0"
MAIN FLOOR

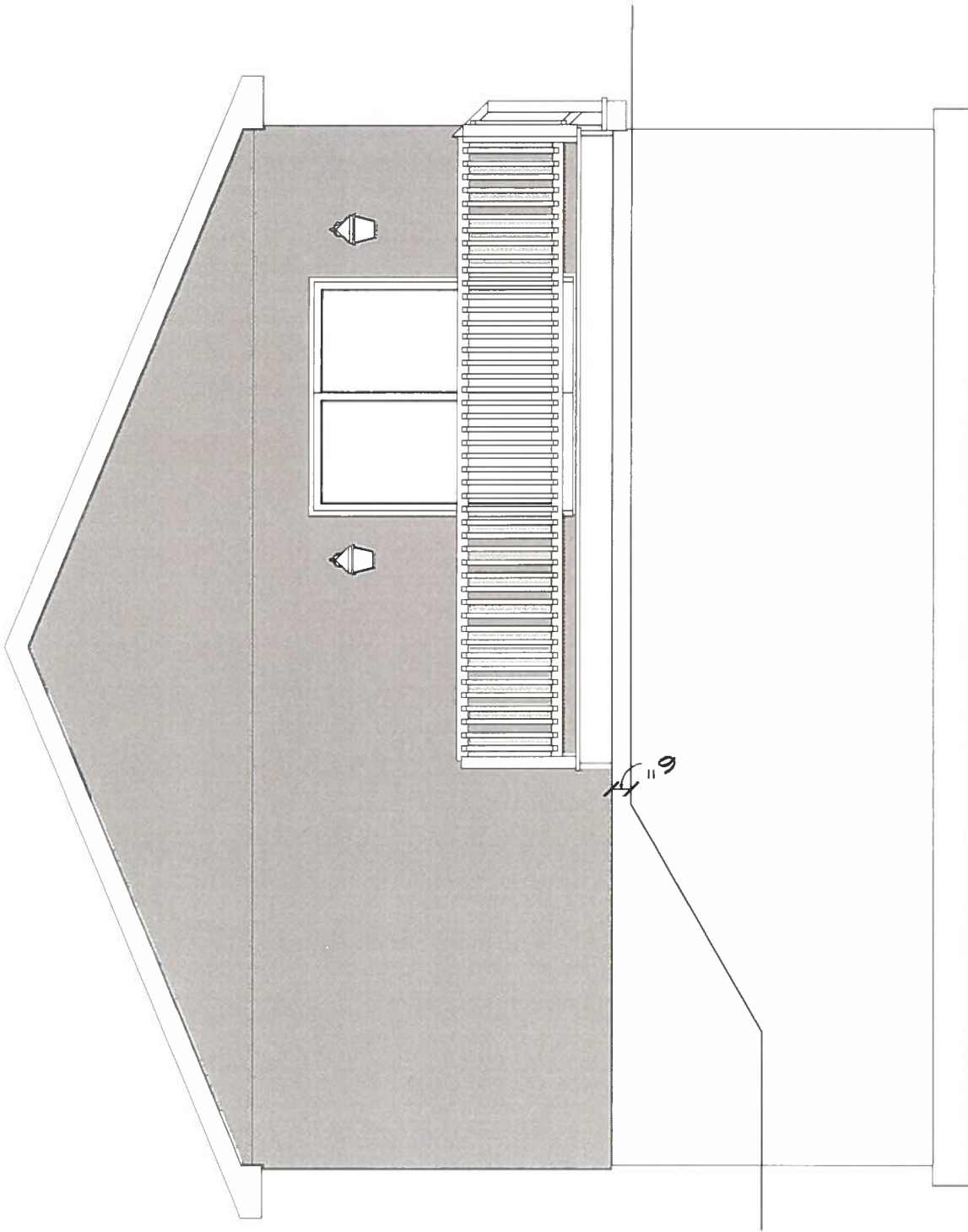
ÉLÉVATION 91'-0"
TOP OF FOOTING

RIGHT ELEVATION

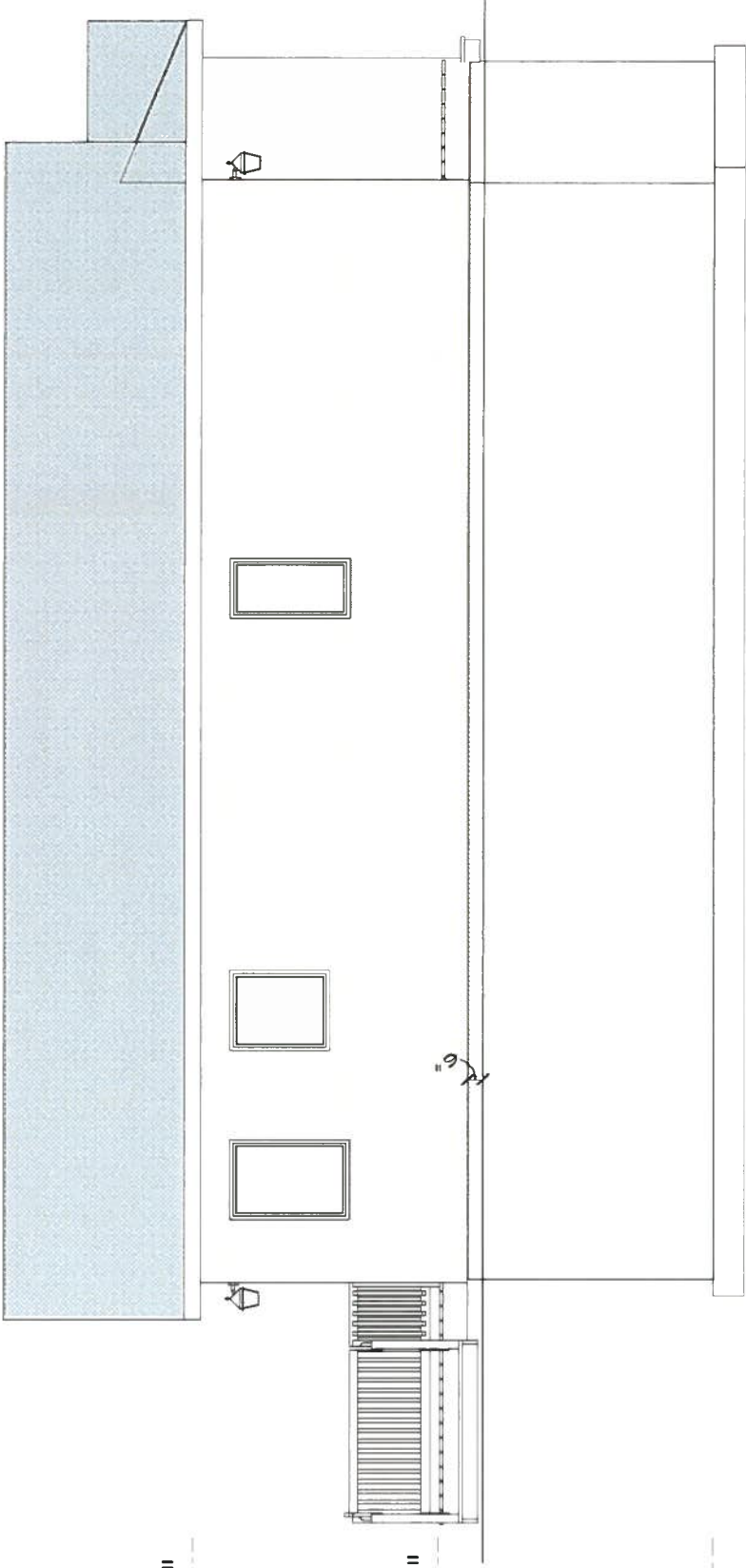
ÉLÉVATION 108'-0"
CEILING

ÉLÉVATION 100'-0"
MAIN FLOOR

ÉLÉVATION 91'-0"
TOP OF FOOTING



REAR ELEVATION

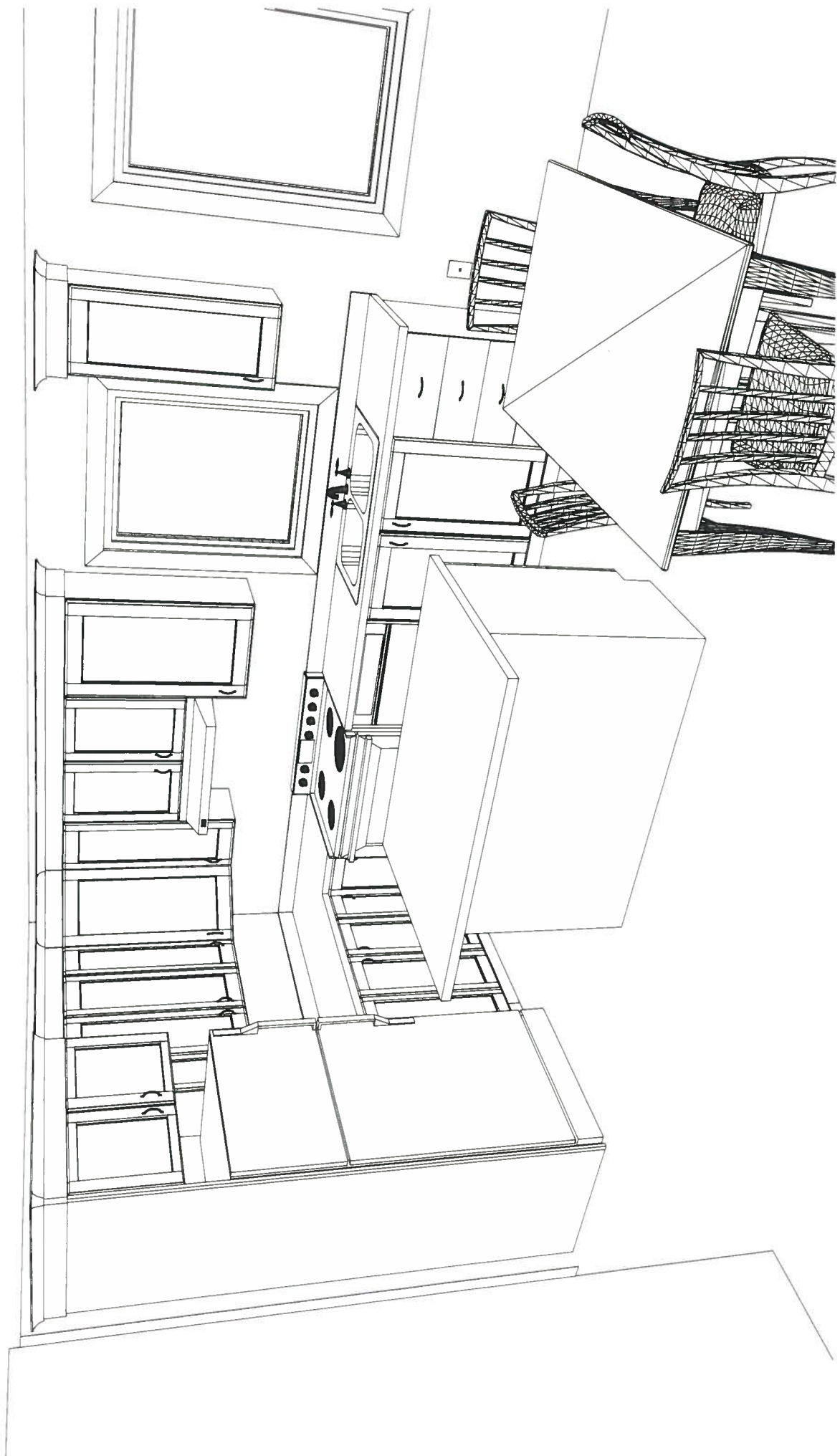


ÉLÉVATION 108'-0"
CEILING

ÉLÉVATION 100'-0"
MAIN FLOOR

ÉLÉVATION 91'-0"
TOP OF FOOTING

LEFT ELEVATION





Bathroom vanity, countertop and wall color



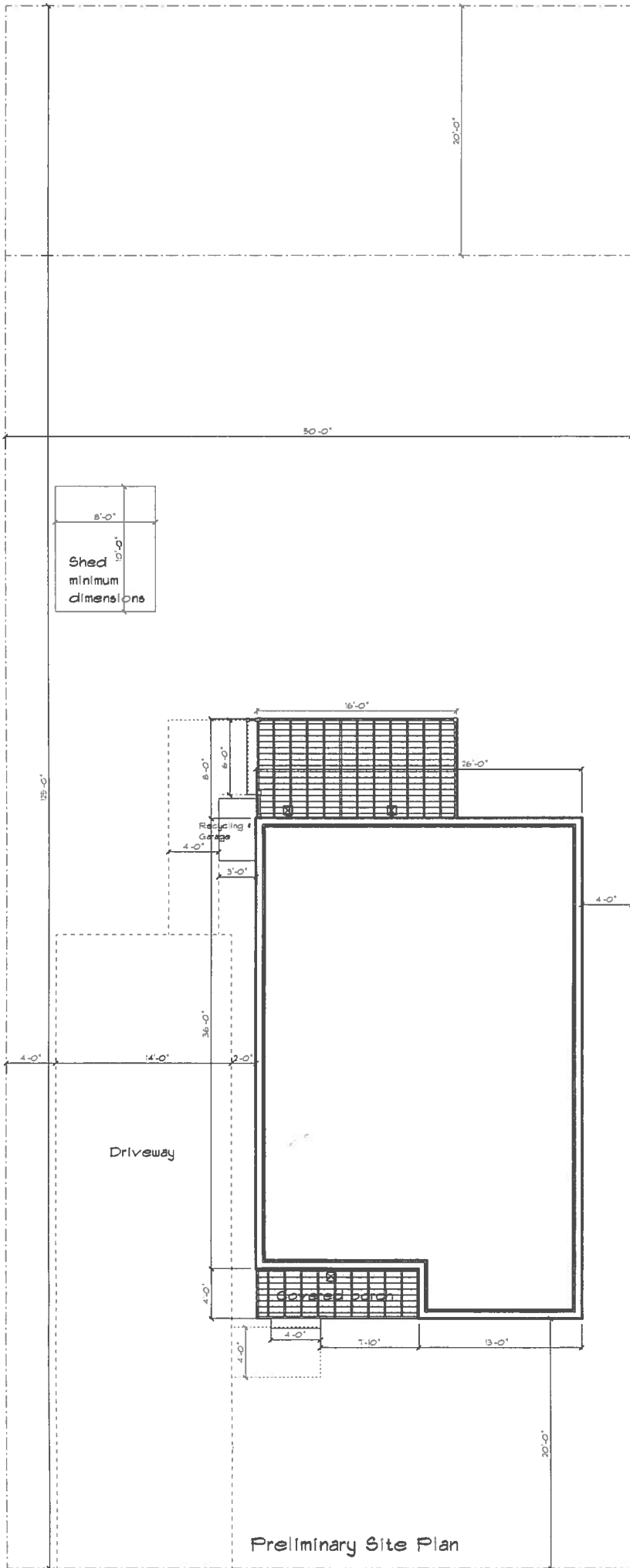
Kitchen cupboards, countertop and wall color

Color of flooring - one of these 2 selections preferred



Color of flooring for bathroom preferred



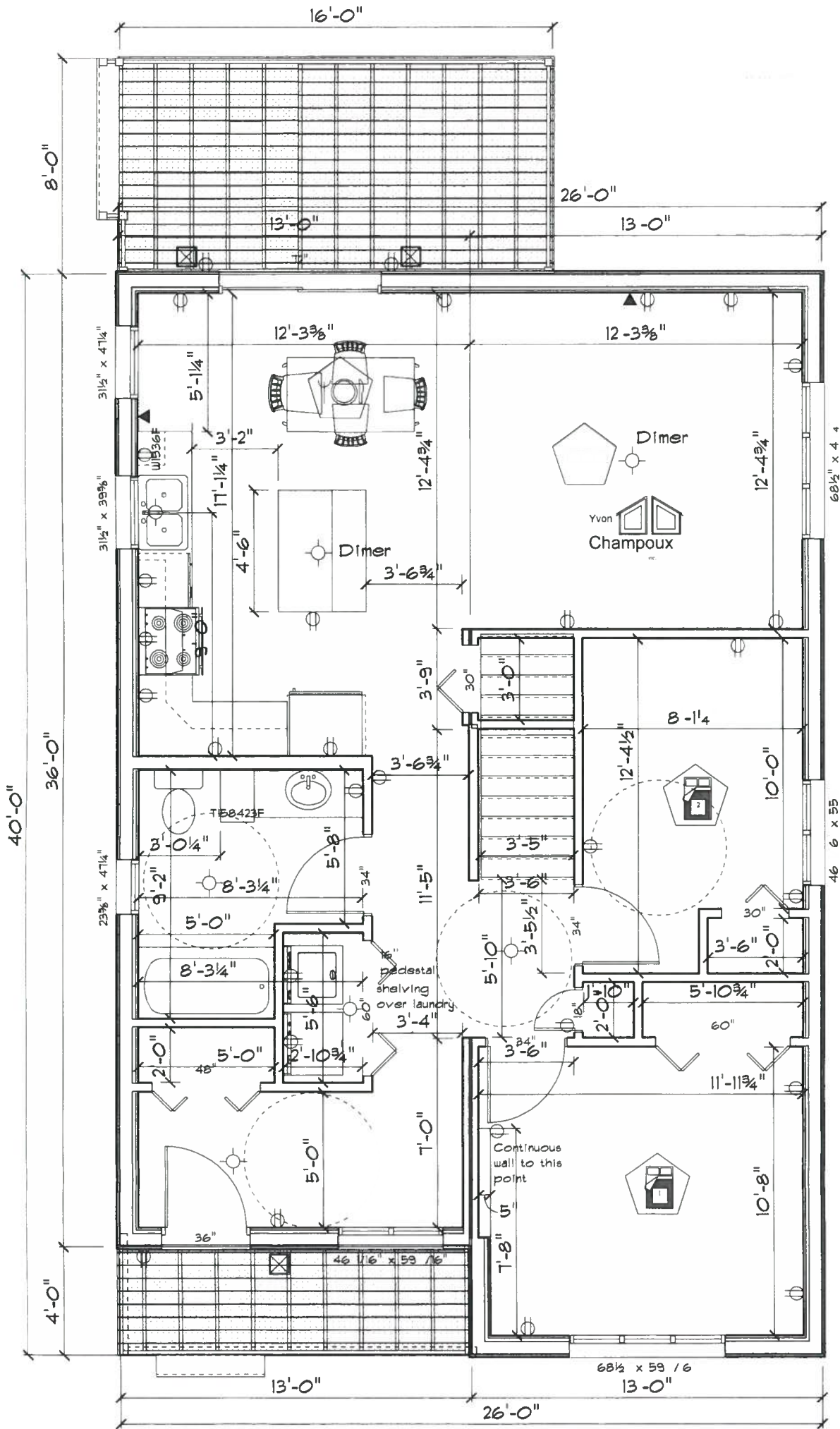


8'-0"
10'-0"
Shed
minimum
dimensions

Driveway

Covered porch

Preliminary Site Plan



40'-0"

8'-0"

16'-0"

26'-0"

13'-0"

31 1/2" x 47 1/4"

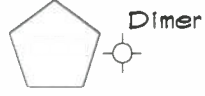
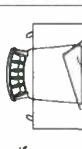
31 1/2" x 39 5/8"

12'-3 3/8"

12'-3 3/8"

5'-1 1/4"

17'-1 1/4"



3'-6 3/4"

12'-4 3/4"

68 1/2" x 44"

36'-0"

23 3/8" x 47 1/4"

8'-3 1/4"

9'-2"

8'-3 1/4"

5'-8"

3'-6 3/4"

3'-9"

3'-5"

3'-0"

12'-4 1/2"

8'-1 4"

10'-0"

46" x 55"

5'-0"

8'-3 1/4"

5'-8"

3'-4"

11'-5"

5'-10"

3'-5 1/2"

3'-5"

12'-4 1/2"

8'-1 4"

10'-0"

3'-6"

2'-0"

5'-0"

8'-3 1/4"

5'-8"

3'-4"

11'-5"

5'-10"

3'-5 1/2"

3'-5"

12'-4 1/2"

8'-1 4"

10'-0"

3'-6"

2'-0"

4'-0"

36"

5'-0"

1'-0"

3'-4"

11'-5"

5'-10"

3'-5 1/2"

3'-5"

12'-4 1/2"

8'-1 4"

10'-0"

3'-6"

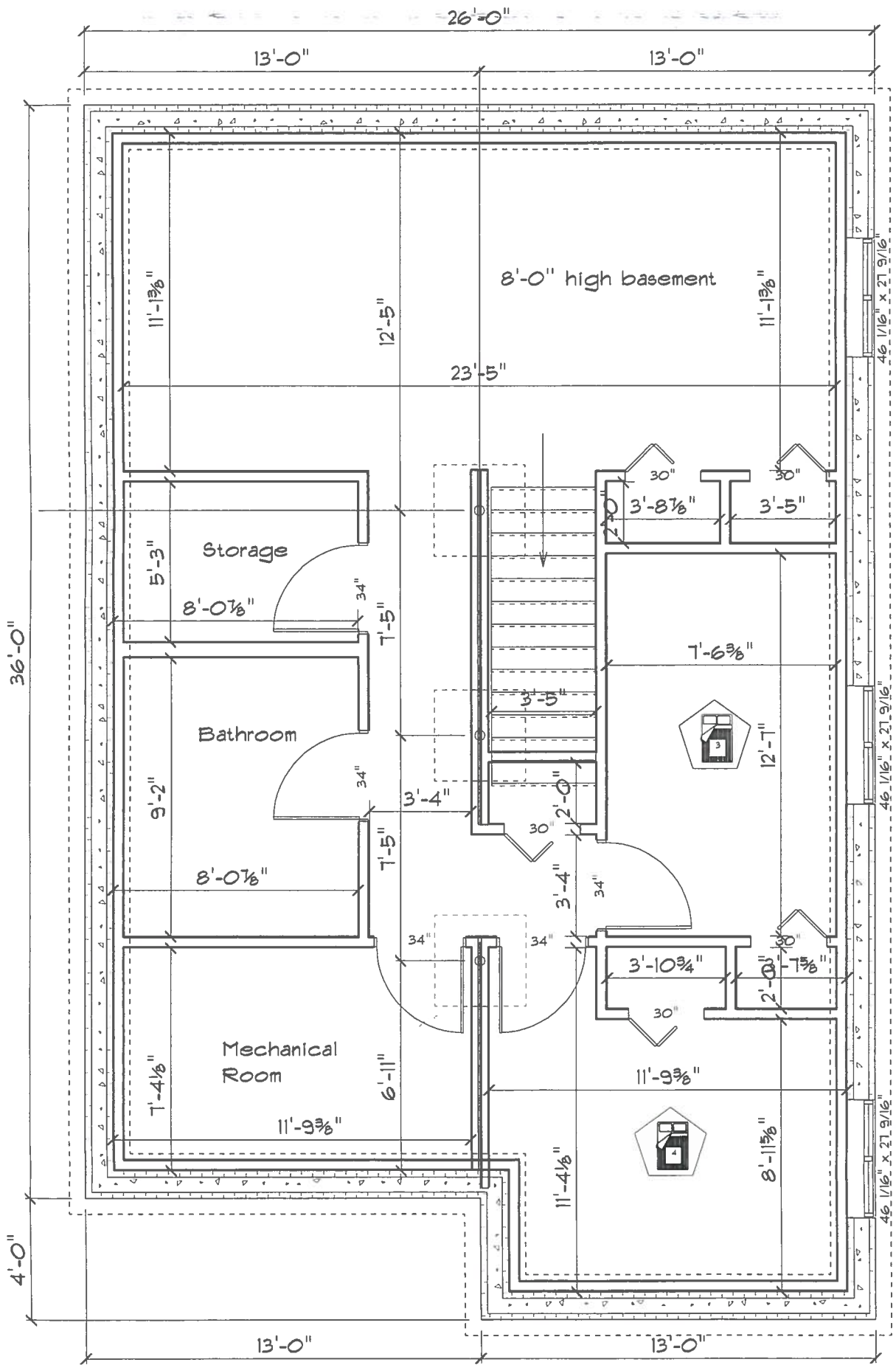
2'-0"

Continuous wall to this point

68 1/2" x 59 1/6"

13'-0"

26'-0"



Rice P.1

City of Temiskaming Shores May 12/15.
Haleybury, Ont.
Attn Dave Treer.

Dear Sir,

Please find enclosed my proposal for a single detached dwelling with a second basement unit for project No. 3 on Little Street. Roll # 5418-030-006-051.00.

Should my proposal be considered I would appreciate the right to withdraw if I am not happy with the following:

1. Costs of site preparation. ie (fill, driveways, retaining walls, foundation, landscaping).
2. Architectural drawings are 'satisfactory'.
3. Liability regarding water runoff.
4. Construction costs higher than I expect.

Mr. John Howard is my ~~contractor~~ builder.

Yours truly

Rice

RON RICE

Box 314

Englehart On P.O. J1H0

705-544-8065

11 sheets
12 pages.

Rice p 2.

This page is to be submitted with Proposal

Request for Proposals

CGP-RFP-001-2015

Housing for Seniors and Persons Living with Disabilities

Bidder Information Form

Name of Bidder: RONALD J. RICE

Contact Person: SAME

Mailing Address: P.O. Box 314, ENGLEHART, ON. P0J1H0

Phone: 705-544-8065 Fax: _____

Email: karon@ntl.sympatico.ca

Rice _____

Signature of Authorized Person

Print Name of Authorized Person

This page to be submitted with Proposal

Request for Proposals

CGP-RFP-001-2015

Housing for Seniors and Persons Living with Disabilities

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 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 submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, I/we/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 Englehart this 12 day of May, ~~2014~~ 2015

FIRM NAME (if applicable):

BIDDER'S AUTHORIZED OFFICIAL:

RONALD J. KICE

TITLE:

SIGNATURE:



Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff and members of the community will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

PROPOSAL EVALUATION CRITERIA		POINTS	MAXIMUM TOTAL POINTS
Qualifications, Experience, Ability to undertake successful project			30
Experience of developer or their contractor	30+ years		
Qualifications of developer or their contractor	✓		
Ability to obtain financing for the project	Pre-approved		
Ability to meet 3 year timeline to complete construction	yes		
Completeness and quality of Request for Proposal submission			
Demonstrated need for universal design housing			
Affordable Housing Partnership Letter of Intent with a Social Services agency or non-profit housing corporation	X	0	0
Design based on Universal Design Principles			60
Number of units that are designed based on Universal Design Principles	1		
Floor plan			
Modest size units			
Open concept with fewer doors, fewer hallways, and rooms that flow into one another	✓		
Continuous accessible path of travel of at least 915mm (36") wide throughout all living spaces. This path should provide access to all furniture, storage units, switches and controls.	✓		
Circular turning spaces of 1525mm (69").	✓		
Hallways at least 1220mm (48") wide	✓		
Doors			
Doors that are at least 915mm (36") wide. Omit doors that are not necessary.	✓		
Clear floor space at least 600mm (24") is recommended at the latch side of the door on the pull side; and 300mm (12") in the push side	✓		
Door handle and lock can be operated using only one hand.	✓		
Lever door handles. Push button locking mechanisms.	✓		
Window in entry door that is no higher than 915mm (36")	✓		
Level door thresholds or less than 6mm (1/4" high)	✓		

Windows

Sill height no higher than 765mm (30") *main f loft - yes*
 Sill height in bedroom no higher than 610mm (24") *Basement - same*
 Casement, awning, and hopper windows that can be easily opened with one hand using a crank handle or lever and the opening and locking mechanisms are easy to reach.
 Sliding windows so long as they are not large and heavy.
 Window opening and locking mechanisms should be between 610mm and 1220 mm (24 and 48") from the floor with a clear 760mm x 1220mm (30" x 48") floor space in front of window controls.

- ✓
- ✓
- ✓
- ✓
- ✓

Cabinets and Storage

Adjustable shelving and storage systems.
 Maximize storage options with 400-1200mm (16-47") reach.
 Pull-out drawers and shelves.
 Cabinet hardware can be operated with one hand without tight grasping, pinching or twisting wrist. D-shaped handles work well as well as touch latches.

- ✓
- ✓
- ✓
- ✓

Kitchen

Kitchen with work surfaces for standing and seated use
 Kitchen with storage options within reach -drawers and pull out shelves
 Cabinet hardware can be operated with one hand without tight grasping, pinching or twisting wrist. D-shaped handles work well as well as touch latches.
 Knee room under sink
 Single lever or hands-free faucet

- ✓
- ✓
- ✓
- ✓

Laundry Room

Main floor laundry room
 Pedestal to raise appliances 406mm (16") off floor
 Front load appliances with controls at front

- ✓
- ✓
- ✓

Entrance

Free from steps and stairs *main entrance f basement walkout*
 Covered from weather
 Pathway from parking area to main entrance 1220mm (48") wide, slope no greater than 1/12, stable surface such as *front* concrete, asphalt, interlock; good drainage; slip resistant finish
 Ramp with slope no greater than 1/12.
 Good lighting, motion sensors

- ✓
- ✓
- ✓

Floor finishes that are level, smooth, slip resistant and glare free such as ceramic, hardwood, laminate, vinyl

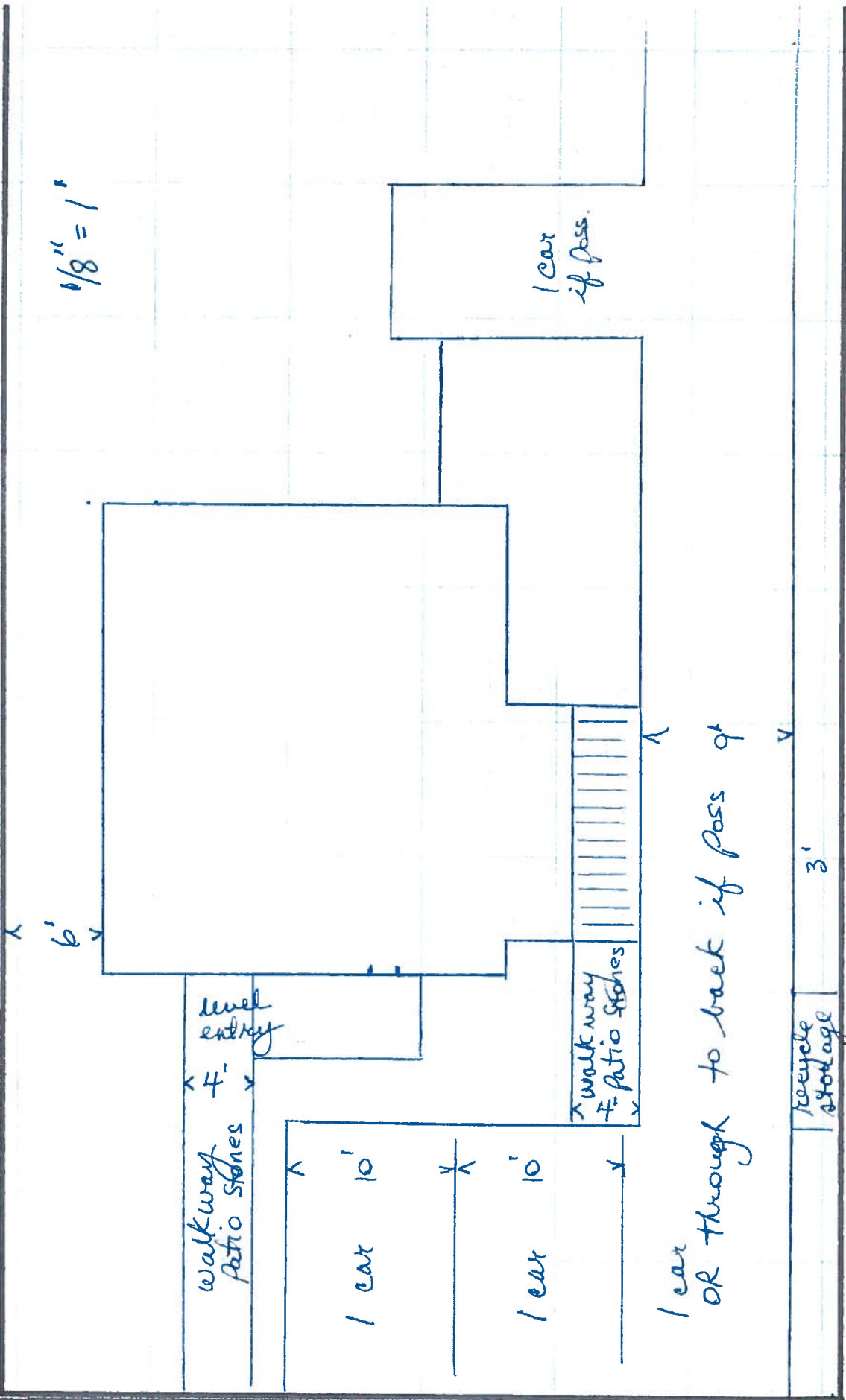
- ✓

<p>Lighting Dimmer switches Plenty of electrical outlets minimum 610mm (24") from floor <u>Light switches</u> – 860-960mm (34-38") from floor Good and consistent lighting in hallways and entrances, stairwells, work surfaces in bathroom and kitchen Task lighting under cabinets, and over work surfaces in bathroom and kitchen Motion detectors in rooms not normally occupied</p>	<p>✓ ✓ ✓ ✓ ✓</p>		
<p>Bathroom Bathroom that features enough space to accommodate a walker or wheelchair Grab Bars near shower Larger, spa-type, curbless shower stall capable of accommodating a seat or stool and featuring easy to use controls, non-slip surface Towel racks located near the shower Storage for makeup and medicine near the vanity/sink Showerhead on a vertical slide bar Raised seat for the toilet Grab bars that fold down on both sides of toilet Single lever or hands-free sink faucet Sink with knee room under it – pipes wrapped for safety</p>	<p>✓ ✓ x ✓ ✓ ✓ ✓ x x ✓ ✓</p>		
<p>Colour considerations Walls contrast with windows/doors Switch plates and electrical outlets contrast with walls Counter top contrasts with cabinets Matte finishes (non-glare) Walls contrast with floors Door handles contrast with door; cabinet handles contrast with cabinet, window handles contrast with windows</p> <p>Energy Efficiency</p>	<p>✓ ✓ ✓ ✓ ✓ ✓</p>		10
<p>A minimum of R___ insulation in walls, R___ ceilings Energy efficient natural gas furnace, hot water <u>Thermostats</u> 860 – 960mm (34" – 38") above from floor Energy efficient appliances Energy efficient bathroom fixtures and kitchen faucets Energy efficient lighting Energy efficient windows Energy efficient landscaping</p>	<p>✓ ✓ ✓ ✓ ✓ ✓ ✓</p>		
<p>Remote control doors, windows, blinds, lights, heat controls ?</p>			

Rice p. 7

West

20'



1/8" = 1'

6'

level entry

4'

walkway patio stones

1 car 10'

1 car 10'

1 car if pass

walkway patio stones

1 car OR through to back if pass of

recycle storage 3'

EAST

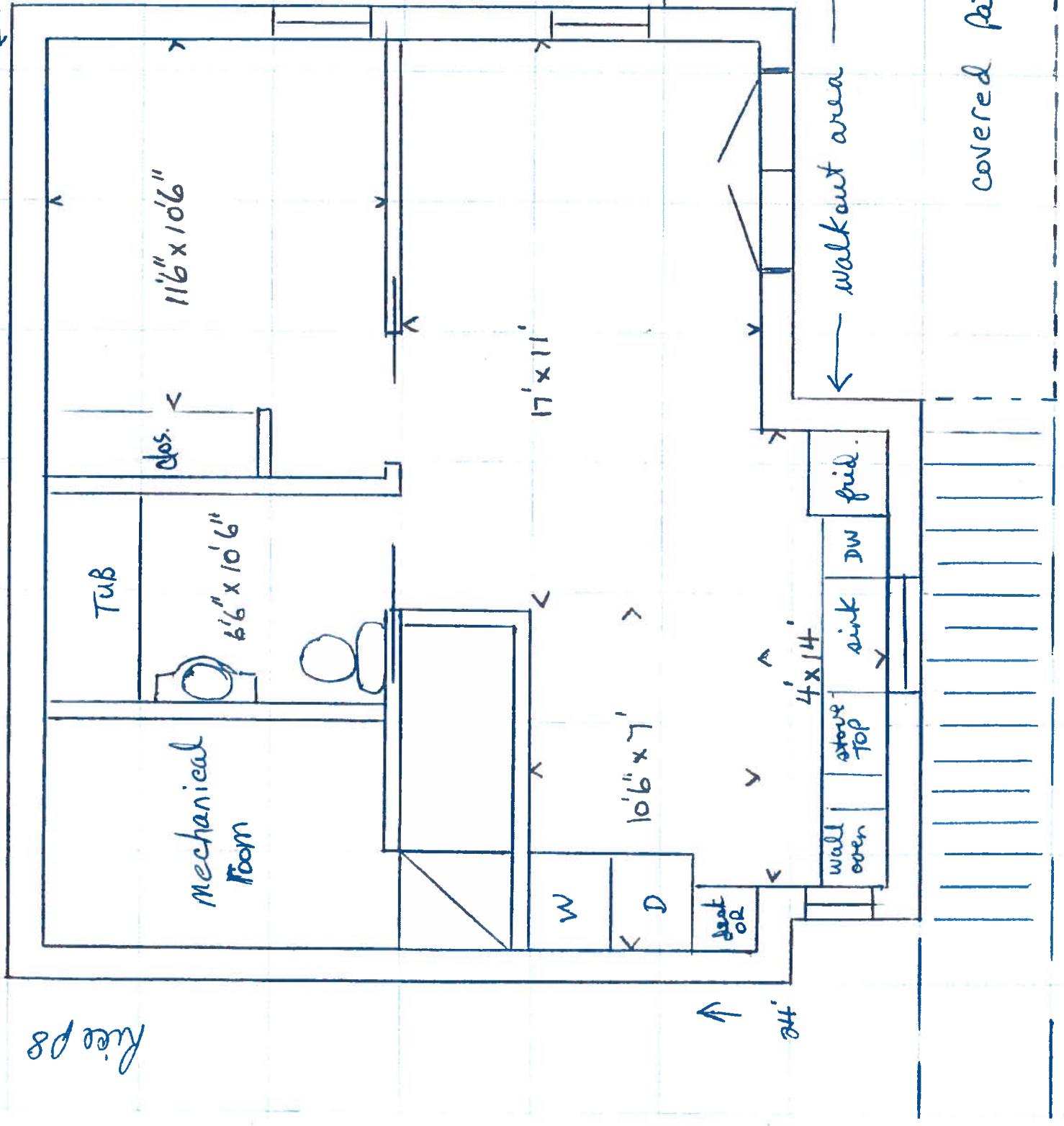
LITTLE STREET

20

1/4" = 1'

$65 \times 10.5 = 68 \text{ SF}$
 $11.5 \times 10.5 = 121 \checkmark$
 $17 \times 11 = 187 \checkmark$
 $10.5 \times 7 = 74 \checkmark$
 $4 \times 14 = 56 \checkmark$
506 SF

BASEMENT APARTMENT



walkout area

covered patio

Tub

door

Mechanical Room

6'6" x 10'6"

17' x 11'

10'6" x 7'

4' x 14'

frid.

DW

sink

stove top

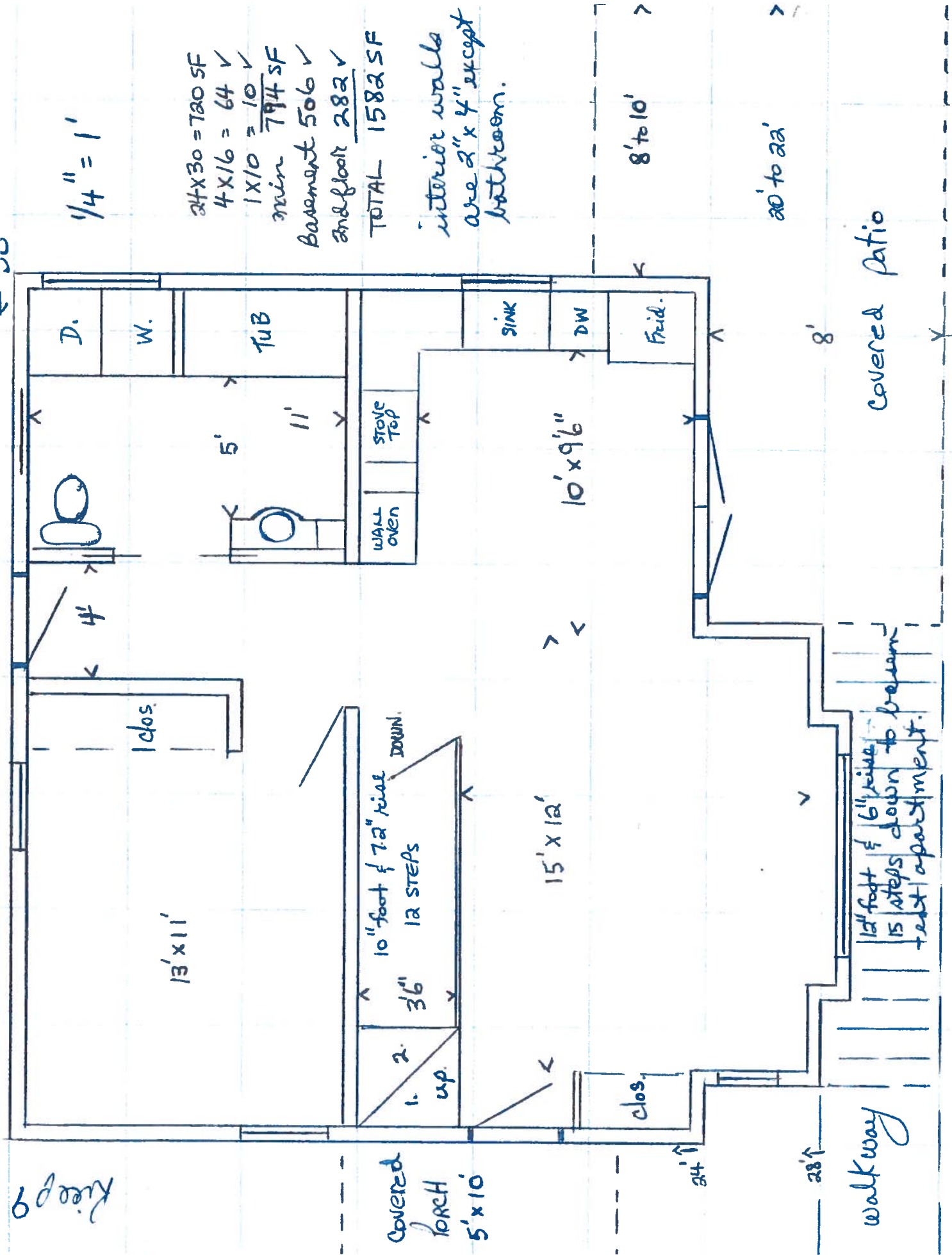
wall oven

door OR

off

Rice ps

Keep



1/4" = 1'

24x30 = 720 SF
 4x16 = 64 ✓
 1x10 = 10 ✓
 main 794 SF
 Basement 506 ✓
 2nd floor 282 ✓
 TOTAL 1582 SF

interior walls are 2" x 4" except bathroom.

8' to 10'

20' to 22'

8'

covered patio

covered porch
 5' x 10'

walkway
 28'

12' foot 6" rise
 15 steps down to basement
 rest apartment.

10" foot 7.2" rise
 12 STEPS
 DOWN.

15' x 12'

10' x 9'6"

13' x 11'

TUB

STOVE TOP

WALL OVEN

SINK

DW

Frid.

1 clos.

1 clos.

D.

W.



4'

5'

11'

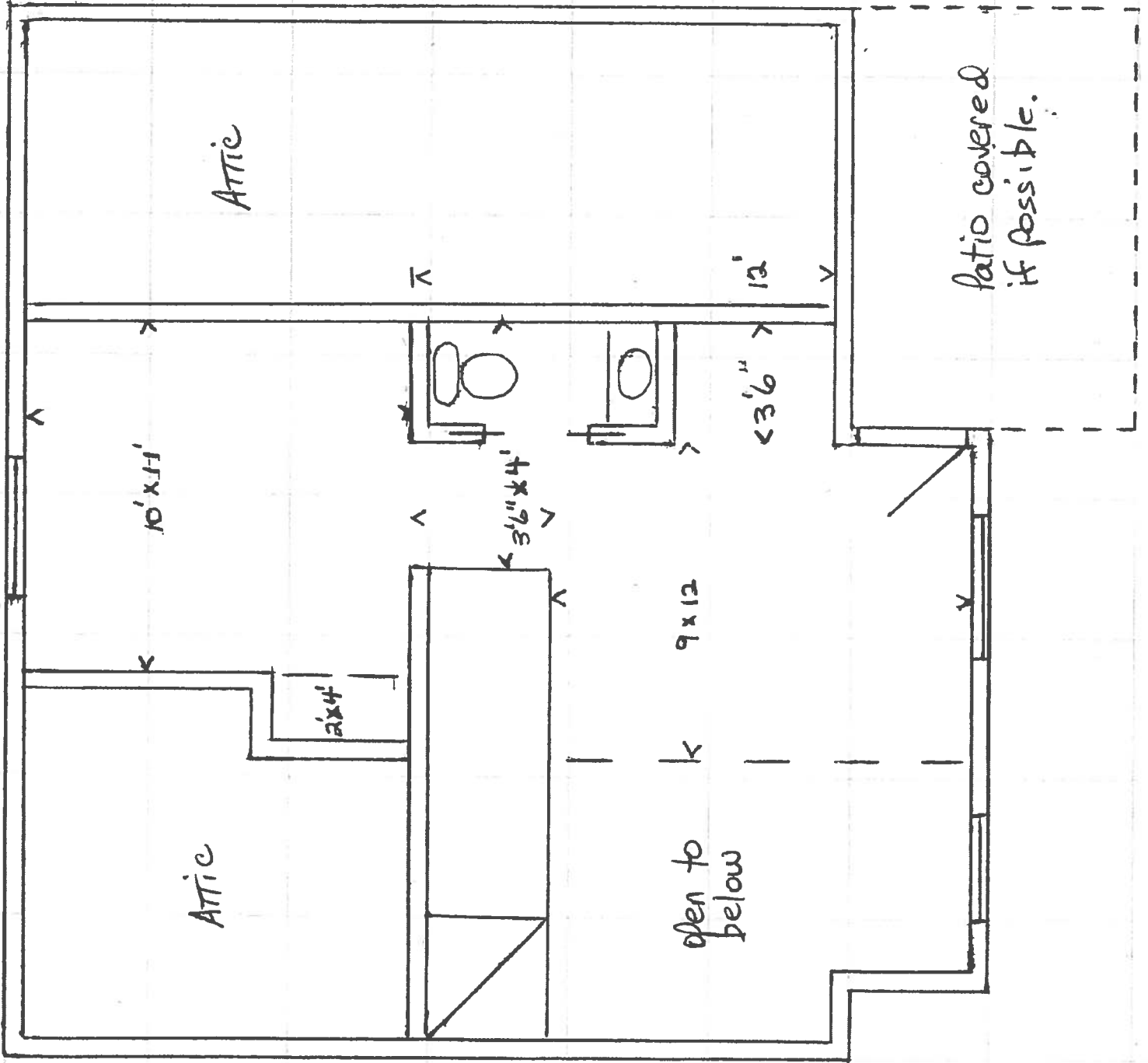
DOWN.

up.

24'

28'

Rev p10.



$10 \times 11 = 110 \text{ SF}$
 $2 \times 4 = 8 \checkmark$
 $3.5 \times 4 = 14 \checkmark$
 $9 \times 12 = 108 \checkmark$
 $3.5 \times 12 = 42 \checkmark$

 282 SF

Interior walls are 2" x 4".

1/4" = 1'

Project No. 3

Rice p11.

Roll Number	5418-030-006-051.00
Address	Little Street, Haileybury between 295 Little Street and 242 Bruce Street
Legal Description	Plan M30NB; Lot 34; Parcel 7724SST;
Size	Frontage: 50 feet on Little Street Depth: 125 feet Area: 6250 square feet
Services Available	Municipal water and sanitary sewer laterals available at the lot line.
Zoning	Zoned Residential (R) in the Town of Haileybury Zoning By-law 85-27
Development Options	1. Single detached dwelling with a second unit 2. Duplex
Comments	None.





hiep12

- Square Footage:
- First Floor:
- Floors:
- Bedrooms:
- Bathrooms:
- Width:
- Depth:
- Height:
- Foundation:
- Main Roof Pitch:
- Framing:
- Don't see your preference free quote to
- Ceiling Height
- First Floor.

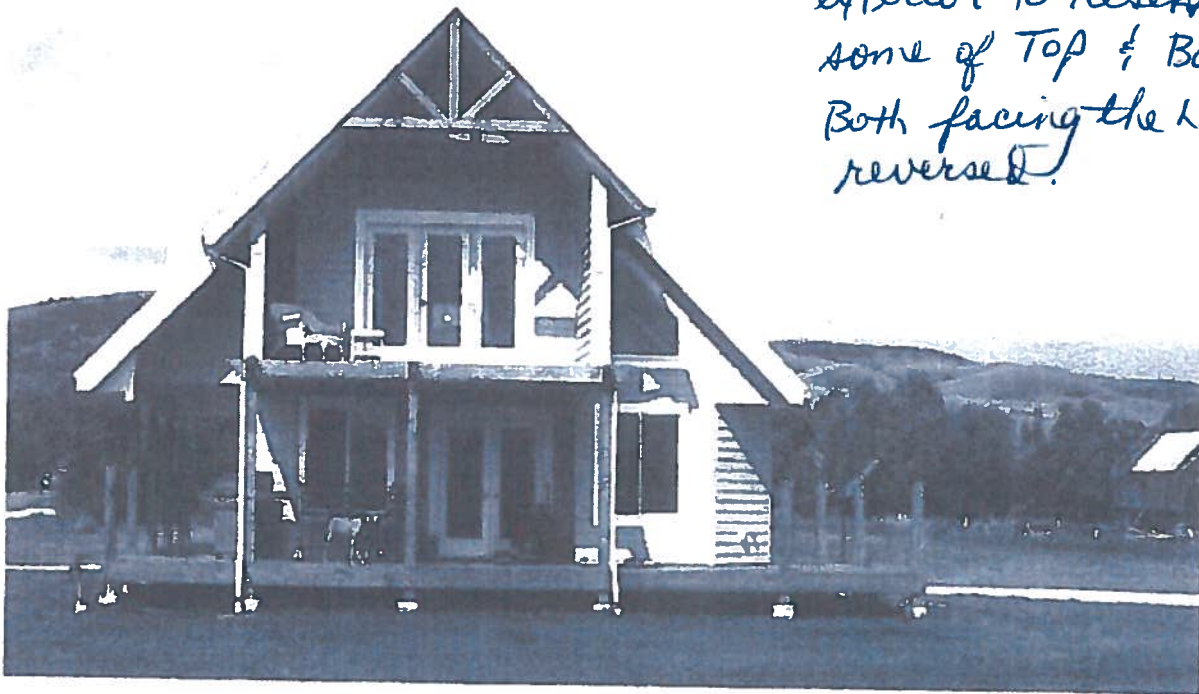


If a real change job is available please note that it may reflect the homeowner's modifications to the plan and that you should

Plan W9812SW: Sloping Lot, Cottage, Canadian, Narrow Lot, Mountain, Photo Gallery, Vacation, Northwest House Plans & Home Designs

w2

*exterior to resemble
some of Top & Bottom pics
Both facing the LAKE &
reverse!*



[Click here to Mirror Reverse plan](#)

Plan W9812SW: Ultimate Retreat

Summary of conversations with Mr. Laurier Loranger.

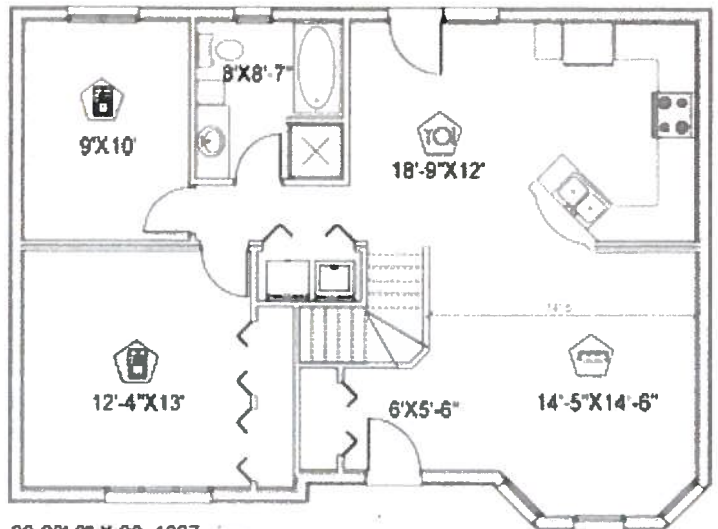
1. Interested in Project # 6
2. would like to build a chaumpoux home for him + his wife + add a granny suite to the back for rental to CMHA clients
3. Mr Loranger worked with CMHA clients for many years + has experience renting to persons with intellectual disabilities + mental illness.
4. Mr. Loranger would like to build in year 3 so he can save \$ for the project.

xBeauchamp
May 11 2015-

Manitou

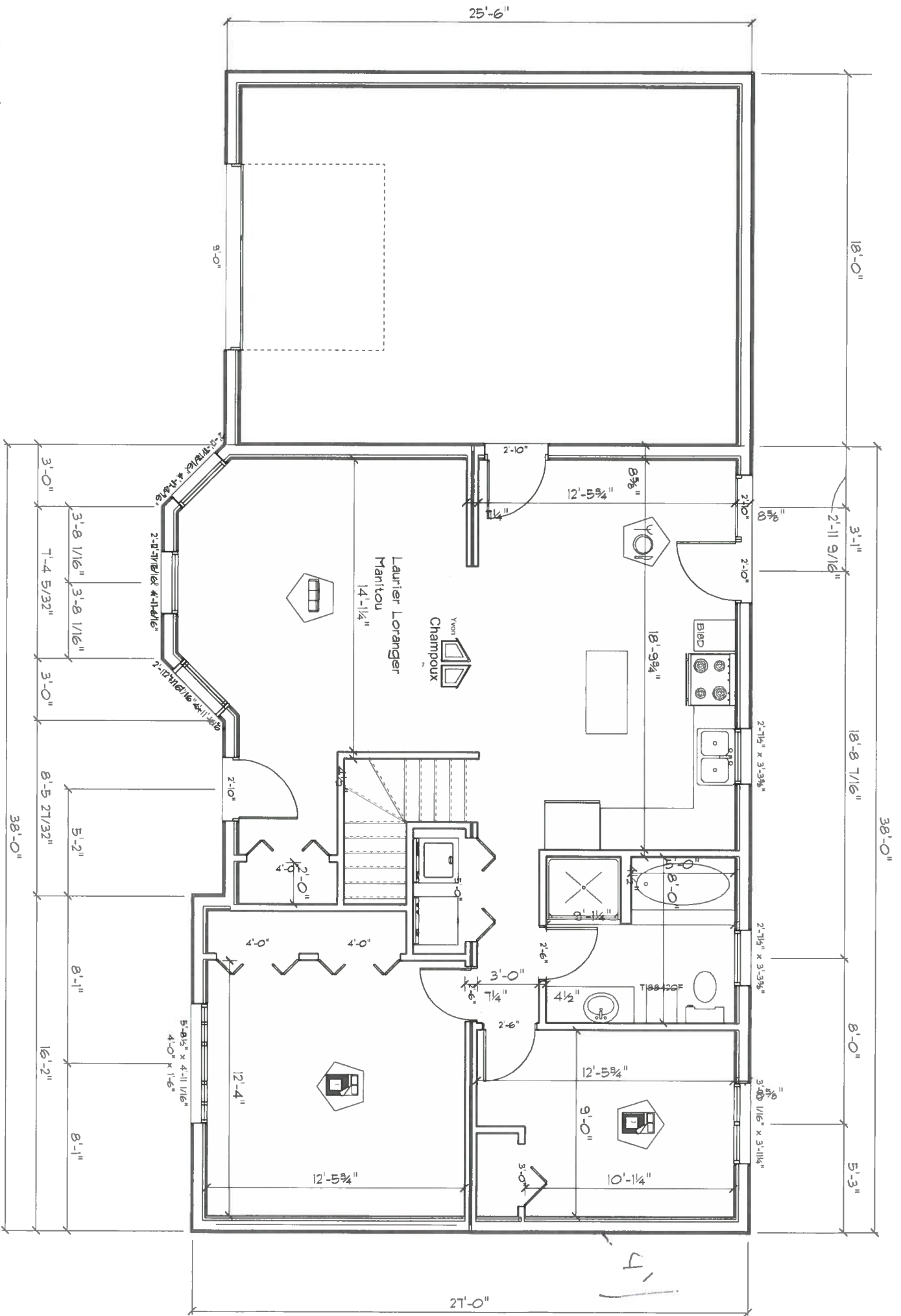


26-28'-6" X 36 975 sq. ft.



26-28'-6" X 38 1027 sq. ft.

Corrector





Tuesday, March 24, 2015
 40, Ontario street
 phone.: (819) 723-2253 toll free: (877) 823-2253
 fax: (819) 723-2474 Yvon.champoux@tlb.sympatico.ca

Budget Planner

Champoux modular home high quality:	\$113,000.00
Lot and service:	\$0.00
Excavation and foundation::	\$30,000.00
Electrical hook up::	\$2,500.00
Plumbing hook up::	\$7,500.00
Flooring:	\$8,000.00
Plastering:	\$6,000.00
Basement insulation and finishing (stairs, windows, ...)	\$4,000.00
Deck and balcony:	\$3,000.00
Gutters:	\$1,200.00
Landscape and decoration:	\$0.00
Permits and lawyers' fee:	\$0.00
Garage:	\$35,000.00
Furnace:	\$10,000.00
Granny s.l. 1/2 add 50 000 ^a	
Total:	\$220,200.00
HST:	\$28,626.00
Total with HST:	\$248,826.00
Taxes Rebate up to 60% back	
Mortgage:	
Mortgage total:	\$0.00
Monthly paiement:	\$0.00

Some conditions may apply.

This page is to be submitted with Proposal

Request for Proposals

CGP-RFP-001-2015

Housing for Seniors and Persons Living with Disabilities

Bidder Information Form

Name of Bidder: Laurier Loranger

Contact Person: Same

Mailing Address: Box 320 North Cobalt

Phone: cell 705-648-4523 Fax: _____

Gamma's Chipper
705-672-1084
Email: _____

Laurier Loranger

Signature of Authorized Person

Laurier Loranger

Print Name of Authorized Person

This page to be submitted with Proposal

Request for Proposals

CGP-RFP-001-2015

Housing for Seniors and Persons Living with Disabilities

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 submission or performing/providing the Goods/Services required by the Agreement.
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Dated at _____ this _____ day of _____, 2014.

FIRM NAME (if applicable): _____

BIDDER'S AUTHORIZED OFFICIAL: _____

TITLE: _____

SIGNATURE: _____

This page to be submitted with Proposal

Request for Proposals

CGP-RFP-001-2015

Housing for Seniors and Persons Living with Disabilities

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- 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 submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, I/we/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 Penikese Island this 11th day of May, ~~2014~~ 2015

FIRM NAME (if applicable):

BIDDER'S AUTHORIZED OFFICIAL:

TITLE:

SIGNATURE:

Laurie Lorange

Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff and members of the community will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
		POINTS	
Qualifications, Experience, Ability to undertake successful project			30
Experience of developer or their contractor			
Qualifications of developer or their contractor			
Ability to obtain financing for the project			
Ability to meet 3 year timeline to complete construction			
Completeness and quality of Request for Proposal submission			
Demonstrated need for universal design housing			
Affordable Housing Partnership Letter of Intent with a Social Services agency or non-profit housing corporation			
Design based on Universal Design Principles			60
Number of units that are designed based on Universal Design Principles			
Floor plan			
Modest size units			
Open concept with fewer doors, fewer hallways, and rooms that flow into one another			
Continuous accessible path of travel of at least 915mm (36") wide throughout all living spaces. This path should provide access to all furniture, storage units, switches and controls.			
Circular turning spaces of 1525mm (69").			
Hallways at least 1220mm (48") wide			
Doors			
Doors that are at least 915mm (36") wide. Omit doors that are not necessary.			
Clear floor space at least 600mm (24") is recommended at the latch side of the door on the pull side; and 300mm (12") in the push side			
Door handle and lock can be operated using only one hand.			
Lever door handles. Push button locking mechanisms.			
Window in entry door that is no higher than 915mm (36")			
Level door thresholds or less than 6mm (1/4" high)			

Windows

Sill height no higher than 765mm (30")

Sill height in bedroom no higher than 610mm (24")

Casement, awning, and hopper windows that can be easily opened with one hand using a crank handle or lever and the opening and locking mechanisms are easy to reach.

Sliding windows so long as they are not large and heavy.

Window opening and locking mechanisms should be between 610mm and 1220 mm (24 and 48") from the floor with a clear 760mm x 1220mm (30" x 48" floor space in front of window controls.

Cabinets and Storage

Adjustable shelving and storage systems.

Maximize storage options with 400-1200mm (16-47") reach.

Pull-out drawers and shelves.

Cabinet hardware can be operated with one hand without tight grasping, pinching or twisting wrist. D-shaped handles work well as well as touch latches.

Kitchen

Kitchen with work surfaces for standing and seated use

Kitchen with storage options within reach –drawers and pull out shelves

Cabinet hardware can be operated with one hand without tight grasping, pinching or twisting wrist. D-shaped handles work well as well as touch latches.

Knee room under sink

Single lever or hands-free faucet

Laundry Room

Main floor laundry room

Pedestal to raise appliances 406mm (16") off floor

Front load appliances with controls at front

Entrance

Free from steps and stairs

Covered from weather

Pathway from parking area to main entrance 1220mm (48") wide, slope no greater than 1/12, stable surface such as concrete, asphalt, interlock; good drainage; slip resistant finish
Ramp with slope no greater than 1/12.

Good lighting, motion sensors

Floor finishes that are level, smooth, slip resistant and glare free such as ceramic, hardwood, laminate, vinyl

<p>Lighting Dimmer switches Plenty of electrical outlets minimum 610mm (24") from floor Light switches – 860-960mm (34-38") from floor Good and consistent lighting in hallways and entrances, stairwells, work surfaces in bathroom and kitchen Task lighting under cabinets, and over work surfaces in bathroom and kitchen Motion detectors in rooms not normally occupied</p>			
<p>Bathroom Bathroom that features enough space to accommodate a walker or wheelchair Grab Bars near shower Larger, spa-type, curbless shower stall capable of accommodating a seat or stool and featuring easy to use controls, non-slip surface Towel racks located near the shower Storage for makeup and medicine near the vanity/sink Showerhead on a vertical slide bar Raised seat for the toilet Grab bars that fold down on both sides of toilet Single lever or hands-free sink faucet Sink with knee room under it – pipes wrapped for safety</p>			
<p>Colour considerations Walls contrast with windows/doors Switch plates and electrical outlets contrast with walls Counter top contrasts with cabinets Matte finishes (non-glare) Walls contrast with floors Door handles contrast with door; cabinet handles contrast with cabinet, window handles contrast with windows</p>			10
<p>Energy Efficiency A minimum of R____ insulation in walls, R____ ceilings Energy efficient natural gas furnace, hot water Thermostats 860 – 960mm (34" – 38") above from floor Energy efficient appliances Energy efficient bathroom fixtures and kitchen faucets Energy efficient lighting Energy efficient windows Energy efficient landscaping</p>			
<p>Remote control doors, windows, blinds, lights, heat controls</p>			

Subject: Delegation of Powers

Report No.: CS-023-2015

Agenda Date: June 16, 2015

Attachments

Appendix 01: By-law No. 2010-123

Appendix 02: Draft delegating By-law

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 for the delegation of various powers for consideration at the June 16, 2015 Regular Council meeting.

Background

The Clerk's Office initiated development of training documents related to the Records Retention and requirements under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) with the purpose of enhance staff's understanding of their roles and responsibilities for the retention of documents as well as collection, storage and distribution of information.

Section 3 (1) – Designation of Head of MFIPPA states “*The members elected of the council of a municipality may by by-law designate from among themselves an individual or a committee of the council to act as head of the municipality for the purposes of this Act.*”

Typically a municipality delegates the Clerk to act as head for the purpose of compliance with the *Municipal Freedom of Information and Protection of Privacy Act*. Upon review of City by-laws for delegation of powers, the City adopted By-law No. 2010-123, attached hereto as Appendix 01. By-law No. 2010-123 outlines various powers that Council may delegate and based on Appendix 1 to the by-law delegated the authority to employ employees below the rank of Director to fill vacant positions to the Acting City Manager for the period between September 10, 2010 until December 31, 2010. In essence By-law No. 2010-123 expired on December 31, 2010 and the municipality is in default of Section 270 (1)(6) of the Municipal Act requiring the adoption and maintenance of policies with respect to delegation of powers and duties.

Analysis

Under Section 270 (1) of the *Municipal Act, 2001* reads as follows:

A municipality shall adopt and maintain policies with respect to the following matters:

- 1. Its sale and other disposition of land;*
- 2. its hiring of employees;*
- 3. its procurement of goods and services;*
- 4. the circumstances in which the municipality shall provide notice to the public and, if notice is to be provided, the form, manner and times notice is to be given;*
- 5. The manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public; and*
- 6. the delegation of its powers and duties.*

Appendix 02 – Draft Delegating By-law outlines the powers and duties to which Council would be delegating which are summarized as follows:

City Manager: Duties and responsibilities delegated to City Manager geared towards day to day operations of the municipality.

Improve Loans: authorize Treasurer and Clerk to sign Community Improvement Loans.

Facility Rentals: Delegation to the Director of Recreation the powers to enter into agreements for the rental of facilities.

MFFIPA: Delegation to the Clerk to act as head of the institution for the purpose of the Act.

Property: Delegation to negotiate and acquire property on behalf of municipality for values under \$50,000, execute real estate transaction for values under \$50,000 and execute leases for rents less than \$50,000.

Service Agts: Delegation to managing Director to enter into agreements associated with providing services in accordance to Purchasing By-law.

SPCA: Delegation to City Manager to execute Site Plan Control Agreements where interest of municipality is adequately protected.

Subdivision Agt: Delegation to City staff to negotiate Subdivision Agreements based on certain criteria.

Taxi Licensing: Delegation of powers to license and regulate taxicabs to Community Growth and Planning.

Road Closure: Delegation of the power to close roads to Public Works for special events (i.e. BBQ's) and infrastructure construction and/or repair.

It is recommended that Council direct staff to prepare the necessary by-law to delegate the above noted powers and duties.

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 is no financial implication with the adoption of a delegating by-law.

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. 2010-123
BEING A BY-LAW TO ADOPT THE
DELEGATION OF POWERS AND DUTIES POLICY FOR THE CITY OF
TEMISKAMING SHORES**

WHEREAS section 270. (1) (6) of the *Municipal Act, 2001*, as amended, provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

AND WHEREAS Council deems it expedient to pass a by-law with respect to the delegation of powers and duties to municipal staff;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES HEREBY ENACTS THE FOLLOWING AS A BY-LAW:

1. That the Policy for the Delegation of Powers and Duties attached as Schedule "A" hereto is hereby adopted.
2. This by-law shall take force and effect upon being passed.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 7th day of September, 2010.



MAYOR



CLERK



DELEGATION OF POWERS AND DUTIES POLICY

SCHEDULE "A" TO
BY-LAW 2010-123

PURPOSE

Section 270 of the *Municipal Act, 2001*, as amended (the "Act") requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority.

The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the Act in order to comply with its other applicable sections, including section 270. This policy applies to all committees of Council, departments and staff.

DEFINITIONS

- i) "Legislative Powers" - includes all matters where Council acts in a legislative or quasi judicial function including enacting by-laws, setting policies, and exercising decision making authority.
- ii) "Administrative Powers" - includes all matters required for the management of the corporation which do not involve discretionary decision making.

POLICY STATEMENT

The Council of The Corporation of the City of Temiskaming Shores, as a duly elected municipal government is directly accountable to its constituents for its legislative decision making, policies, and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to designated staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of certain legislative and administrative functions. Council authority will be delegated within the context set out in the Act and will respect the applicable restrictions outlined in the Act.

POLICY REQUIREMENTS

1. All delegations of Council powers, duties or functions shall be effected by by-law.
2. Unless a power, duty, or function of Council has been expressly delegated by bylaw, all of the powers, duties and functions of Council remain with Council.
3. A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the City Manager or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence.

4. Subject to section 3, a person to whom a power, duty or function of Council has been delegated by by-law has no authority to further delegate to another person any power, duty or function that has been delegated, unless such sub-delegation is expressly permitted.
5. Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the Act.
6. Administrative matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act.
7. Council has authorized the delegation of specific administrative matters to those individuals listed in Appendix "1" subject to the terms set out therein.

GENERAL DELEGATION LIMITS AND RULES

In exercising any delegated power, the delegate shall ensure the following:

- Any expenditure related to the matter shall have been provided for in the current year's budget (or as authorized by the City's Purchasing By-law).
- The scope of the delegated authority shall not be exceeded by the delegate.
- Where required by the specific delegated authority, reports shall be submitted to Council advising of the exercise of a delegated power and confirming compliance with the delegated authority and this policy.
- All policies regarding insurance and risk management shall be complied with.
- Delegates shall ensure the consistent and equitable application of Council policies and guidelines.
- Any undertaking or contract with a third party shall be subject to the approval of legal services.

POWERS AND DUTIES THAT CAN NOT BE DELEGATED

- The power to appoint or remove from office an officer of the municipality whose appointment is required by the Act.
- The power to pass a by-law for municipal taxation, limitation on taxes for certain property classes or tax collection.

- The power to incorporate corporations.
- The power to adopt an official plan or an amendment to an official plan under the Planning Act.
- To pass a zoning by-law under the Planning Act.
- The power to pass a by-law for the establishment of a counseling service to small businesses operating in the municipality or for the provision of municipal capital facilities.
- The power to adopt a community improvement plan.
- The power to adopt or amend the budget of the municipality.
- Any other power or duty that may be prescribed.

DELEGATION

The delegated powers and duties by Council to municipal officers, staff positions, agents, and appointees which may change from time as directed by Council, is attached as Appendix "1" to this policy.

ADMINISTRATION

This policy shall apply to all municipal officers, staff, appointees and agents with respect to carrying out delegated powers and duties of Council.

ATTACHMENTS

Appendix "1" – Delegation Approval

ACTING CITY MANAGER

1. The following duties and responsibilities are delegated to the Acting City Manager for the period of September 10, 2010 until December 31, 2010 at which time this Appendix shall expire and the delegated authority returned to the Council of the City of Temiskaming Shores:
 - a) to have authority to employ employees below the rank of Director to fill vacant positions considered expedient and critical to the operations of the City of Temiskaming Shores, in accordance with applicable City Policies.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to adopt the Delegation of Powers and Duties
Policy for the City of Temiskaming Shores**

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

Whereas under Section 270 (1)(6) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

And whereas Council considered Administrative Report CS-023-2015 at the June 16, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law for the adoption of a Delegation of Powers and Duties Policy for the City of Temiskaming Shores;

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

1. That Council for the City of Temiskaming Shores hereby adopts a Policy for the Delegation of Powers and Duties, a copy of which is attached hereto as Schedule "A" 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

Delegation of Powers and Duties Policy

Delegation of Powers and Duties Policy

Purpose

Section 270 of the *Municipal Act, 2001* as amended (the "Act") requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority.

The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the Act in order to comply with its other applicable sections, including section 270. This Policy applies to all committees of Council, departments and staff.

Definitions

- i. **Legislative Powers** includes all matters where Council acts in a legislative or quasi-judicial function including enacting by-laws, setting policies, and exercising decision making authority;
- ii. **Administrative Powers** includes all matters required for the management of the corporation which do not involve discretionary decision making.

Policy Statement

The Council of The Corporation of the City of Temiskaming Shores, as a duly elected municipal government is directly accountable to its constituents for its legislative decision making, policies and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to designated staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of certain legislative and administrative functions. Council authority will be delegated within the context set out in the Act and will respect the applicable restrictions outlined in the Act.

Policy Requirements

1. All delegations of Council powers, duties or functions shall be effected by by-law;
2. Unless a power, duty or function of Council has been expressly delegated by by-law, all of the powers, duties and functions of Council remain with Council;
3. A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the City Manager or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence;
4. Subject to section 3, a person whom a power, duty or function has been delegated by by-law has no authority to further delegate to another person any power, duty or

function that has been delegated, unless such sub-delegation is expressly permitted;

5. Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the Act;
6. Administrative matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act;
7. Council has authorized the delegation of specific administrative matters to those individuals listed in Appendix 01 subject to the terms set out therein.

General Delegation Limits and Rules

In exercising any delegated power, the delegate shall ensure the following:

- Any expenditure related to the matter shall have been provided for in the current year's budget (or as authorized by the City's Purchasing By-law);
- The scope of the delegated authority shall not be exceeded by the delegate;
- Where required by the specific delegated authority, reports shall be submitted to Council advising of exercise of a delegated power and confirming compliance with the delegated authority and this policy;
- All policies regarding insurance and risk management shall be complied with;
- Delegates shall ensure the consistent and equitable application of Council policies and guidelines;
- Any undertaking or contract with a third party shall be subject to the approval of the City Manager.

Appendix 01

Delegation of Powers and Duties

1. City Manager

The following duties and responsibilities are delegated to the City Manager.

- 1.1 to direct and coordinate the business of the City in all its branches and departments in accordance with the policies and plans established and approved by Council;
- 1.2 to direct and coordinate the preparation of plans and programs to be submitted to the Council and to the appropriate Committees of Council for the development, construction, maintenance, improvement and rehabilitation of the City property and facilities and for the development and improvement of City services;
- 1.3 to direct and coordinate the compilation, consideration and presentation to Council, and the appropriate Committees, recommendations arising from departmental operations, which require Council's approval and to propose by-laws or resolutions arising from such recommendations;
- 1.4 to direct the preparation and compilation of and to present to Council, the annual estimates of revenues and expenditures and the annual review of the periodic capital forecasts;
- 1.5 to exercise general financial control over all departments in terms of the approved appropriation;
- 1.6 to direct the placing and maintaining of adequate insurance on all City property, and to negotiate for the purchase and sale of all real property on behalf of the City;
- 1.7 to have general control over all City purchasing with authority to enter into contracts for individual purchases of materials required for the normal operating of the budget not exceeding the sum of \$50,000 including purchases provided for by any approved construction by-laws, provided that such expenditures are included within the annual estimates as approved by Council;
- 1.8 to direct collective bargaining with all City employees within collective bargaining units, to recommend to Council agreements concerning wages, salaries and working conditions and upon approval by Council, to administer such agreements and in general to be responsible for wage and salary administration subject to normal grievance procedures, and to recommend to Council and its appropriate Committee, a system of grievance procedures for such employees as are not covered by existing agreements, or included in collective bargaining units;
- 1.9 to have full control and direction of all City employees, except with respect to

the statutory duties of such officials as are appointed pursuant to statute, and also subject to the personnel policies approved by Council;

- i. to have authority to recommend to Council the appointment, employment, suspension or dismissal of Managing Directors or the Treasurer;
 - ii. to have authority to appoint, employ, suspend or dismiss for cause employees below the rank of Managing Directors or the Treasurer and not covered by collective bargaining agreements, subject to their right to appeal to Council in respect of any suspension or dismissal;
 - iii. to have authority to appoint and employ other employees of the City in accordance with procedures contained in collective bargaining agreements, and to suspend or dismiss such employees for cause, subject to the normal grievance procedures contained in the relevant collective bargaining agreements;
- 1.10 to present to the Council reports and information regarding progress and accomplishments of programs and projects, the status of revenues and expenditures, and the general administration of the City;
- 1.11 to have cognizance of all correspondence and communications to the Corporation and to receive all communications from the several local boards and commissions and to direct the submission of the same to the Council, together with his/her recommendations thereon;
- 1.12 to meet with Senior Management regularly to discuss matters of policy which have been agreed upon by the Council and to coordinate all departmental activities; and
- 1.13 to perform such other duties and exercise such other powers as the Council may from time to time lawfully assign to him/her.

2. Community Improvement Loans

The Treasurer and the Clerk shall be delegated the authority to sign Community Improvement Loan Agreements on behalf of the City of Temiskaming Shores.

3. Facility Rentals

That the Director of Recreation or his/her delegate be authorized to enter into agreements associated with the rental of facilities. These activities would include such things as ice and field rental, park rentals and arena rentals for conventions, concerts and special events.

4. Municipal Freedom of Information and Protection of Privacy Act

The Clerk shall be delegated to act as head of the institution for the purpose of the *Municipal Freedom of Information and Protection of Privacy Act*.

5. Property

- 5.1 The City Manager be delegated the authority to negotiate and authorize the acquisition of property on behalf of the municipality for values under \$50,000.
- 5.2 The City Manager and Clerk be delegated the authority to execute all documents necessary to complete the real estate transaction for property acquisitions on behalf of the municipality for values under \$50,000.
- 5.3 The City Manager and Clerk be delegated the authority to execute all documents necessary to complete the lease of City-owned land for up to a 10 year term and for annual rents less than \$50,000.

6. Provision of Service Agreements

- 6.1 The Managing Directors be authorized to enter into agreements associated with providing services, so long as the value associated with such agreements are within the signing authority defined under the Purchasing By-law.
- 6.2 The Clerk shall, upon receipt of all required certificates and documentation, co-sign all agreements for record purposes.

7. Site Plan Control Agreements

The City Manager, or his/her authorized delegate, is hereby authorized to execute any site plan control agreement in a zone designated as a Site Plan Control Area by City of Temiskaming Shores applicable zoning by-law where, in the opinion of the City Manager, the interest of the municipality and the subject neighborhood are adequately protected by the agreement.

8. Subdivision Agreements

- 8.1 The Director of Community Growth and Planning, Director of Public Works are delegated the authority to enter into negotiations on behalf of the City with land developers relating to Subdivision Agreements with respect to the following conditions, provisions, matters and items:

8.1.1 Planning

In general, when a plan of subdivision creates more than three lots or involves the dedication of road allowance, the developer will be required to prepare a plan and register same in the appropriate Land Titles Office.

8.1.2 Services

Standard requirements in new subdivisions will include the following:

- a) Watermains;
- b) Storm Sewers (where physically possible);
- c) Curbs and Gutters (where possible);
- d) Paved Streets;
- e) Sidewalks (at least one side of collector or arterial roads);
- f) Street lights;
- g) Street signs;
- h) Sodded boulevards;
- i) Rear lot drainage (where required);
- j) Underground wiring where soil conditions permit, subject to a satisfactory agreement with the associated utility.

The subdivider will pay for the entire cost of the above fixtures.

8.1.3 Financial Arrangements

- a) The developer will pay for all internal services required for the subdivision and the developer will post security for the 10 percent (10%) holdback required under the *Construction Lien Act* for the value of all work to be done on lands dedicated or to be dedicated as public highways by way of an irrevocable letter of credit from a bank or trust company which letter of credit shall not expire prior to the completion of the works.
- b) The City will participate on a negotiated basis for oversizing of facilities. In general, the City will only pay for the cost of the oversized required. The facility will be constructed by the developer and he will be reimbursed from the Extended Service Charges levied against the subdivision.
- c) The developer will be expected to commute all Local Improvement Charges against the lands to be subdivided.
- d) Where lots or blocks are provided with direct access the developer will pay one-half of the cost of boundary road improvements subject to oversizing negotiations.
- e) Offsite services required by the subdivision will be paid for on a basis to be negotiated with Council.
- f) The maximum amount of funds to be contributed by the City towards the participation in negotiated shared servicing costs for any one subdivision will not exceed the total sum of the funds derived from that subdivision as

the Extended Service Fee.

- g) Extended service charges levied on a per dwelling unit basis at a rate to be determined from time to time will be paid by the developer at the time application is made for building permits.

8.1.4 Oversizing

Oversizing means in excess of the normal requirements of the subdivision or the following:

- a) Watermain – over 200 mm (8") in diameter;
- b) Sanitary Sewers – over 200 mm (8") in diameter;
- c) Storm Sewers over 680 mm (27") in diameter;
- d) Roads – over 8.5 m (28') in width.

- 8.2 All such Subdivision Agreements shall be subject to approval by Council prior to the execution thereof.

9. Taxi Licensing

The exercise of the power under Section 156. (1) of the *Municipal Act* to license and regulate the business of taxicabs is hereby delegated to the Community Growth and Planning Department.

10. Temporary Road Closures

The Director of Public Works and/or the Roads Superintendent be delegated the authority to approve temporary road closures for the purpose of special events and infrastructure construction and/or repair.

Subject: Municipal Property Tax Policy
Amendment (By-law 2007-045)

Report No.: CS-024-2015
Agenda Date: June 16, 2015

Attachments

Appendix 01: By-law 2007-045 Section 11 – Current wording

Appendix 02: Draft Amending By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2015; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2007-045 to reflect the changes to Section 11 – Non Tax Debt for consideration at the June 16, 2015 Regular Council meeting.

Background

On April 24, 2007, Council passed By-law No. 2007-045 being a by-law for the Adoption of a Municipal Property Tax Policy.

Section 11 (see Appendix 01) deals with Non-Tax Debt being charged to the property tax roll. Invoices related to non-tax debt are billed through the Accounts Receivable system and it takes approximately 90 days before these charges would be charged to the tax account if unpaid.

Non-tax debt charges include, but are not limited to, returned cheque fees, water on/off charges, water/sewer connection fees, property standards orders and executions, facility rentals (hall, ice, equipment, marina, storage, etc.), program fees (memberships, registrations, user fees, etc.) and cemetery fees.

Analysis

Finance staff have determined that it would be more efficient to have property tax related charges (returned cheque fees on property related charges, water on/off, water/sewer connection fees and property standards orders and executions, etc.) applied immediately to the tax account upon invoicing. Penalty would accrue at 1.25% if the invoice remains unpaid after 30 days consistent with the Accounts Receivable policy, By-law No. 2012-062, as amended.

Due to the 90 day collection period under the Accounts Receivable policy, there are circumstances that arise where the property is sold prior to the non-debt charges being applied to the property tax account. In these cases collection after 90 days reverts to a Collection Agency.

Staff recommends replacement of Section 11 of Schedule “A” to By-law No. 2007-045 to amend the procedure and time frames for non-tax debt invoicing that is property related.

Appendix 02 – Draft amending by-law identifies the amendment to Section 11.

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.

The amendment to the policy should result in more efficient collection processes for property related non-tax debt.

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”
_____	_____	_____
Laura Lee MacLeod Treasurer	Shelly Zubyck, CHRP Director of Corporate Services	Christopher W. Oslund City Manager

Current wording of Section 11 of By-law No. 2007-045 Municipal Tax Policy

11. Non-Tax Debt

As per Section 398 (1) of the *Municipal Act, 2001* identifies debt as “fees and charges imposed by a municipality or local board on a person constitute a debt of the person to the municipality or local board, respectively”.

Section 398 (2) states that non-tax debt can be added to the tax roll and collected in the same manner as municipal taxes.

“Section 398 (2) Amount owing added to tax roll – The treasurer of a local municipality may, and upon the request of its upper-tier municipality, if any, or of a local board whose area of jurisdiction includes any part of the municipality shall, add fees and charges imposed by the municipality, upper-tier municipality or local board, respectively, to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes:

1. In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.
2. In all other cases, any property for which all of the owners are responsible for paying the fees and charges.”

Procedure:

- i) All fees and charges will be initially processed thru the Accounts Receivable system as generated by the applicable department.
- ii) If an invoice remains unpaid for 60 days or more, a reminder letter will be generated from Accounts Receivable. A deadline for payment will be applied and notification that the unpaid invoice will be added to the tax roll if it remains unpaid past the deadline.
- iii) If the invoice remains unpaid after the imposed deadline as stated in the reminder letter, the charge along with all penalty accrued to date will be removed from the Accounts Receivable system and added to the tax roll for collection.

The scope of fees and charges that will be added to the tax roll if unpaid include but are not limited to the following:

- i) Returned cheque fees
- ii) Water On/Off charges
- iii) Water/Sewer Connection fees
- iv) Property Standards By-law clean up orders
- v) Facility rentals (hall, ice, equipment, marina, storage, etc.)

- vi) Program fees (memberships, registrations, user fees, etc.)
- vii) Cemetery fees

**The Corporation of the City of Temiskaming Shores
By-law No. 2015-000**

**Being a by-law to amend By-law No. 2007-045, being a
by-law for the adoption of a Municipal Property Tax
Policy**

Whereas Section 306 to Section 389 inclusive of the Municipal Act, S.O. 2001, c.25, as amended, provides legislation with respect to municipal property taxes;

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

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

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

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2007-045 for the adoption of a Municipal Property Tax Policy on September 16, 2008;

And whereas Council considered Administrative Report CS-024-2015 at the June 16, 2015 Regular Meeting of Council directing staff to prepare the necessary by-law to amend By-law No. 2007-045 for consideration at the June 16, 2015 Regular meeting of Council;

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 Schedule "A" to By-law No. 2011-158 by deleting Article 11 and replacing it with the following:

11. Non-Tax Debt

As per Section 398 (1) of the Municipal Act, 2001 identifies debt as "fees and charges imposed by a municipality or local board on a person constitute a debt of the person to the municipality or local board, respectively".

Section 398 (2) states that non-tax debt can be added to the tax roll and collected in the same manner as municipal taxes.

"Section 398 (2) Amount owing added to tax roll – The treasurer of a local municipality may, and upon the request of its upper-tier municipality, if any, or of a local board whose area of jurisdiction includes any part of the municipality shall, add fees and charges imposed by the municipality, upper-tier

municipality or local board, respectively, to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes:

1. *In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.*
2. *In all other cases, any property for which all of the owners are responsible for paying the fees and charges.”*

a) Non-Tax Debt - Other

Procedure:

- i) *All fees and charges will be initially processed thru the Accounts Receivable system as generated by the applicable department.*
- ii) *If an invoice remains unpaid for 60 days or more, a reminder letter will be generated from Accounts Receivable. A deadline for payment will be applied and notification that the unpaid invoice will be added to the tax roll if it remains unpaid past the deadline.*
- iii) *If the invoice remains unpaid after the imposed deadline as stated in the reminder letter, the charge along with all penalty accrued to date will be removed from the Accounts Receivable system and added to the tax roll for collection.*

The scope of fees and charges that will be added to the tax roll if unpaid include but are not limited to the following:

- i) *Facility rentals (hall, ice, equipment, marina, storage, etc.)*
- ii) *Program fees (memberships, registrations, user fees, etc.)*
- iii) *Cemetery fees*

b) Non-Tax Debt – Property Related Charges

Procedure:

- i) *An invoice will be processed for all fees and charges for property related charges.*
- ii) *The invoice will applied directly to the applicable tax account.*
- iii) *If the invoice remains unpaid after the due date as stated on the invoice, penalty will be applied at a rate of 1.25% per month.*

The scope of fees and charges that will be applied directly to the tax roll are not limited to the following:

- i) *Returned Cheque Fees for any property related charges*

- ii) *Water On/Off Charges*
- iii) *Water/Sewer Connection Fees*
- iv) *Property Standards Orders and Executions*

2. That is by-law shall come into effect upon its passing.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Appointment of Volunteer Firefighter
Kevin Dufresne

Report No.: PPP-005-2015
Agenda Date: June 16, 2015

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-005-2015; and
2. That Council hereby appoints Kevin Dufresne as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

Background

In an effort to fill a vacancy within the department at the Haileybury Fire Station, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a vacant Volunteer Firefighter's position at the Haileybury Fire Station.

Analysis

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill one of the vacancies at the Haileybury Fire Station, an interview with the candidate was conducted by the Fire Chief and the Fire Department's Interview panel. Subsequently a recommendation from the Haileybury Fire Station was provided to the Fire Chief requesting consideration of the appointment of Mr. Kevin Dufresne as a Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work related experience make him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend Kevin Dufresne as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Volunteer Firefighter Hiring and Promotional 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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2015 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments 2015 and 2016 operational budgets.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill the vacant position at the Dymond Fire Station. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 23 members for the Dymond Station with one member on leave of absence;
- 21 for the Haileybury Station; and
- 21 for the New Liskeard Station.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Timothy H. Uttley
Fire Chief

Christopher W. Oslund
City Manager

Subject: Tender Award - Asphalt Marking Services

Report No.: PW-035-2015
Agenda Date: June 16, 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-035-2015;
2. That Council approves the award of the 2015 Asphalt Marking Services contract to *Grass King Inc.* in the amount of \$ 21,253.00 plus HST; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the June 16, 2015 Regular meeting of Council.

Background

Each year the City of Temiskaming Shores procures the services of experienced and qualified contractors for the supply and application of asphalt marking services at various locations within the City of Temiskaming Shores.

The work shall consists generally of retracing existing asphalt markings comprised of directional markings, intersection stop blocks, school crossings and accessible parking stalls.

The Tender documents were prepared and Tender PWO-TEN-006-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on June 4, 2015.

Analysis

Several tender documents were distributed and only one (1) tender was received by the closing date.

Bidder	Tender Amount	HST	Total
Grass King Inc.	\$20,593.00 *	\$2,677.09	\$23,270.09
*additional work identified	\$660.00	\$85.80	\$24,015.89

Amended Contract Price of \$24,015.89

Grass King has successfully demonstrated their ability to complete this work for Temiskaming Shores for the past five years.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The Contractor indicated in the Form of Tender that the City had omitted, in error, various asphalt markings resulting in an addition of \$660.00 plus HST to the original tendered price (**Appendix 02, Page 3**). 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 \$40,365.

The contract, inclusive of non-refundable HST, totals \$21,627 which exceeds the approved budget estimate.

Staff will investigate other operational savings to offset the budget overage.

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-006-2015**

Opening Date: **June 4, 2015**

Opening Time: **2:00 pm**

Description: **Asphalt Marking Services**

Inquiry Contact: **G. Douglas Walsh, Director of Public Works**

Form of Proposal

Bidder: **GRASS KING INC.**

New Liskeard Working Area	
22 Accessible Parking Spaces:	4,510. ⁰⁰
3 School Crossings:	2,250. ⁰⁰
5 Intersections:	4,100. ⁰⁰
12 Directional Arrows:	1,164. ⁰⁰
5 Transit Bus Stop Curbs:	875. ⁰⁰
Directional Markings (PW):	360. ⁰⁰
Haileybury Working Area	
14 Accessible Parking Spaces:	2,870. ⁰⁰
8 Intersections:	1,650. ⁰⁰
12 Directional Arrows:	1,164. ⁰⁰
Parking Indicator Lines:	725. ⁰⁰
1 School Crossing:	750. ⁰⁰
1 Transit Bus Stop Curb:	175. ⁰⁰
Sub-Total:	20,593. ⁰⁰
HST:	2,677. ⁰⁹
Total:	23,270. ⁰⁹

Non Collusion Affidavit Conflict of Interest

Bidder:

New Liskeard Working Area	
22 Accessible Parking Spaces:	
3 School Crossings:	
5 Intersections:	
12 Directional Arrows:	
5 Transit Bus Stop Curbs:	
Directional Markings (PW):	
Haileybury Working Area	
14 Accessible Parking Spaces:	
8 Intersections:	
12 Directional Arrows:	
Parking Indicator Lines:	
1 School Crossing:	
1 Transit Bus Stop Curb:	
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	Representing	Signature
<i>Dick Wheat</i>	<i>EGTS</i>	<i>[Signature]</i>
<i>Mitch Lafreniere</i>	<i>"</i>	<i>[Signature]</i>
<i>Math McLean</i>	<i>Denora</i>	<i>[Signature]</i>
<i>Chris Ashund</i>	<i>Temsheres</i>	<i>[Signature]</i>
<i>LINDA MCKNIGHT</i>	<i>CITY</i>	<i>[Signature]</i>

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services 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 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-035-2015 at the June 16th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services for consideration at the June 16th, 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 Grass King Inc. for the Supply and Application of Asphalt Marking Services at various locations in the City of Temiskaming Shores, in the amount of \$21,253.00 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 16th 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

Grass King Inc.

for the Supply and Application of Asphalt Marking Services

This agreement made in duplicate this 16th day of June 2015.

Between:

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

and

Grass King 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 and Application of Asphalt Marking Services
Tender No. PWO-RFT-006-2015**

- 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 Director, all the work by **July 30th, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Twenty -One Thousand – Two Hundred and Fifty-Three Dollars and Zero Cents (\$21,253.00) 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 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:

Grass King Inc.
P.O. Box 339
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)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Grass King Inc.

President – Gus McLennan

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.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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 - New Liskeard working area

QUANTITY	DESCRIPTION	QUOTED BID PRICE
22	Accessible Parking Spots	\$ 4,510.00
3	School Crossings	\$ 2,250.00
5	Intersections	\$ 4,100.00
12	Directional/ multi -directional Arrows	\$ 1,164.00

This is Page 1 of 7 to be submitted



5	Transit Bus Stop Curbs	\$ 875.00
Directional Arrows/ Lines at Operations Division in New Liskeard @ 200 Lakeshore Rd.		\$ 360.00

13,259.00

Section 2 - Haileybury working area

QUANTITY	DESCRIPTION	QUOTED BID PRICE
14	Accessible Parking Spots	\$ 2870.00
8	Intersections	\$ 1650.00
12	Directional Arrows	\$ 1164.00
	Parking Indicator Lines	\$ 725.00
1	School Crossing	\$ 750.00
1	Transit Bus Stop Curb	\$ 175.00
	SUB TOTAL	20,593.00
	H.S.T.	2,677.09
	TOTAL	23,270.09

Page 2 of 7 to be submitted

Addendum to TENDER
for Omissions OR Additions
for Your Edification &

New HICKERD.

ADD Directional Arrows 4 x 97
(at intersections downtown)

HAILEGBURY

ADD Directional Arrows 1 x 97
Intersection - LAKEVIEW/KING

ADD STOP Block - 1 x 200
Lakeshore / HATCHFORD

ADD Bus STOP 1 x 175
South of Brownline

MINUS Blue Box. 1 x 200
UNITED CHURCH

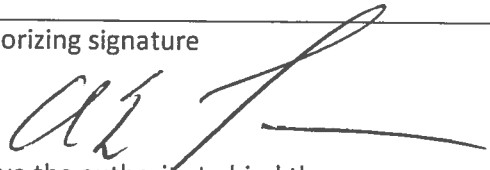


I/We GRASS KING offer to supply the requirements stated within.
the corresponding total cost of \$ 23,270.09 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment prior to July 31, 2015 upon receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 2 day of June 2015

Company Name <u>GRASS KING Inc</u>	Contact name (please print) <u>Gus McHENNAN</u>
Mailing Address <u>Box 339 New Warkard Ont.</u>	Title <u>PRESIDENT</u>
Postal Code <u>P0S 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705-647-5574</u>	Fax <u>705-647-4043</u>
Cell Phone if possible <u>705-648-3464</u>	Email

Page 3 of 7 to be submitted



City of Temiskaming Shores

**PWO-RFT-006-2015
Asphalt Marking Services**

Non Collusion Affidavit

I/ We Gus McLennan
Grass King 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 New Liskeard this 2 day of June, 2015

Signed

Company Name

GRASS KING

Title

PRESIDENT



**City of Temiskaming Shores
PWO-RFT-006-2015
Asphalt Marking Services**

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 New Liskeard this 2 day of June, 2015.

Firm Name GRASS KING

Bidder's Authorization Official Gus McLENNAN

Title PRESIDENT

Signature 

Page 5 of 7 to be submitted



**City of Temiskaming Shores
PWO-RFT-006-2015
Asphalt Marking Services**

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)

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

Printed

Signed

Page 6 of 7 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 Gus McLENNAN Company Name GRASS KING

Phone Number

Address

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, Gus McLENNAN 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: June 2/2015

Subject: Tender Award - Asphalt Patching

Report No.: PW-036-2015

Agenda Date: June 16, 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-036-2015;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the 2015 Asphalt Patching contract to *Miller Paving Limited* in the amount of \$122,666.50 plus HST; and
3. That Council directs Staff to prepare the necessary by-law and agreement for consideration at the June 16, 2015 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the provision of asphalt patching services at various locations within the City of Temiskaming Shores.

The work consists generally of the supply of all materials as per specifications, labour and equipment for the successful installation of asphalt patches located at various locations within the City boundaries as directed by the Superintendent of Transportation or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in the asphalt repair process and shall have the ability to administrate the project as well as operate all equipment.

The Request for Tender documents were prepared and PWO-RFT-009-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Thursday June 4th, 2015.

Analysis

Three (3) responses to the tender request were received by the closing date.

Bidder	Tender Amount	HST	Total
Miller Paving Limited	\$122,666.50	\$15,946.65	\$138,613.15
Loach Asphalt Ltd.	\$130,847.00	\$17,010.11	\$147,857.11
Demora Construction	\$132,521.84	\$17,227.84	\$149,749.68

Revised Tender Price

Miller Paving Northern and Loach Asphalt have successfully completed similar projects in Temiskaming Shores and have demonstrated the ability to successfully complete this work as intended. Miller Paving have requested that due to scheduling and anticipated workload, that they be permitted to sub-contract all or a portion of the proposed work to a local qualified contractor. It is recommended that this request be accommodated.

The tenders were analysed for errors and/or omissions and an error in HST calculations was found in the Demora Construction submission. The error did not affect the placement of the bidders and the other submissions were found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

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 2015 Budget includes allocated funds within the Environmental and Transportation Operating Budgets to address asphalt repairs due to water and sewer ruptures as well as surface failures and will be distributed as applicable.

A total of \$225,000 was included in the 2015 Budget for repair work relating to water/sewer breaks. Costs to date are \$83,217 leaving a balance of \$141,783.

The contract, inclusive of non-refundable HST, totals \$124,825 which is within budget, however, Administrative Report PW-037-2015 includes an additional \$27,501 for concrete/curb repairs relating to water/sewer breaks.

Following approval of both tenders, the budget will exceed its approval limit in the amount of \$10,543.

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-009-2015**

Opening Date: **June 4, 2015**

Opening Time: **2:00 pm**

Description: **Asphalt Patching**

Inquiry Contact: **Doug Walsh, Director of Public Works**

Form of Proposal

Bidder: **DEMORA CONSTRUCTION SERV.** Bidder:

1 - 50 mm Asphalt (1,463 m ²):	72,681. ⁸⁴
2 - 90 mm Asphalt (680 m ²):	59,840. ⁰⁰
Sub-Total:	132,521. ⁸⁴
HST:	19,878.²⁸
Total:	152,400.¹²

1 - 50 mm Asphalt (1,463 m ²):	
2 - 90 mm Asphalt (680 m ²):	
Sub-Total:	
HST:	17,227.⁸⁴
Total:	149,749.⁶⁸

Non Collusion Conflict of Interest AODA

Non Collusion Conflict of Interest AODA

Bidder: **LOACH ASPHALT**

1 - 50 mm Asphalt (1,463 m ²):	71,687. ⁰⁰
2 - 90 mm Asphalt (680 m ²):	59,160. ⁰⁰
Sub-Total:	130,847. ⁰⁰
HST:	17,010. ¹¹
Total:	147,857. ¹¹

Bidder:

1 - 50 mm Asphalt (1,463 m ²):	
2 - 90 mm Asphalt (680 m ²):	
Sub-Total:	
HST:	
Total:	

Non Collusion Conflict of Interest AODA

Non Collusion Conflict of Interest AODA

Bidder: **MILLER PAVING NORT**

1 - 50 mm Asphalt (1,463 m ²):	66,566. ⁵⁰
2 - 90 mm Asphalt (680 m ²):	56,100. ⁰⁰
Sub-Total:	122,666. ⁵⁰
HST:	15,946. ⁶⁵
Total:	138,613. ¹⁵

Bidder:

1 - 50 mm Asphalt (1,463 m ²):	
2 - 90 mm Asphalt (680 m ²):	
Sub-Total:	
HST:	
Total:	

Non Collusion Conflict of Interest AODA

Non Collusion 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
 Neill LOACH
 Dan Martin
 Matt McLaurin
 Doug Walsh
 Dave Treen
 Linda McKnight

Representing
 LOACH Asphalt
 Demora
 Demora
 CTS
 CITY
 "

Signature
 Neill Loach
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 Page ___ of ___
 Linda McKnight

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services 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 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-036-2015 at the June 16th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services for consideration at the June 16th, 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 Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations in the City of Temiskaming Shores, in the amount of \$122,666.50 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 16th 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

Miller Paving Limited

for the Supply of Asphalt Patching Services

This agreement made in duplicate this 16th day of June 2015.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Miller Paving Limited

(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 Application of Asphalt Patching Services
Tender No. PWO-RFT-009-2015**

- 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 Director, all the work by **October 31st, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Twenty-Two Thousand – Six Hundred and Sixty-Six Dollars and Fifty Cents (\$122,666.50) 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:

Miller Paving Limited
P.O. Box 248
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)

Contractor's Seal)
(if applicable))

Municipal Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

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.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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.

Item	Description	Estimated Quantity for Bidding Purposes	Quoted price per square meter (m2)	Total Price
1	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. (50 mm thickness)	Approx. 1,463 m ² - various locations	\$45.50m2	\$66,566.50
2	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. (90 mm thickness)	Approximately 680 m ² - various locations	\$82.50m2	\$56,100.00
SUB-TOTAL:				\$122,666.50
HST:				\$15,946.65
TOTAL				\$138,613.15

Page 1 of 6 to be submitted



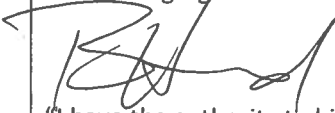
I/We Miller Paving Limited offer to supply the requirements stated within.

the corresponding total cost of \$ 138,613.15 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within 7 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 4th day of June 2015

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address 704024 Rockley Road, Box 248 New Liskeard, ON	Title Manager - Estimating
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible	Email britt.herd@millergroup.ca

Page 2 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFT-009-2015
Asphalt Patching Services**

Non Collusion Affidavit

I/ We Britt Herd the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

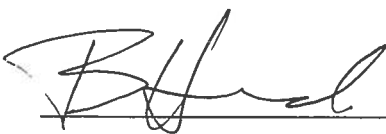
Such Bid is genuine and is not a collusive or sham Bid.

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 New Liskeard this 4th day of June, 2015

Signed 

Company Name Miller Paving Limited

Title Manager - Estimating

Page 3 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-009-2015
Asphalt Patching Services**

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 New Liskeard this 4th day of June, 2015.

Firm Name Miller Paving Limited

Bidder's Authorization Official Britt Herd

Title Manager - Estimating

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-009-2015
Asphalt Patching Services**

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)
NA		

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

Britt Herd

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 Britt Herd Company Name _____

Phone Number 705-647-4331

Address 704024 Rockley Road, Box 248, New Liskeard, ON P0J 1P0

I, Britt Herd, 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: June 4, 2015

Page 6 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-009-2015
Asphalt Patching Services**

Schedule C - Performance Evaluation (for City Use only)

Vendor's Name		Telephone	
Address		Postal Code	
Vendor's Representative			
Contract Description; PWO-RFT-009-2015 Asphalt Patching Services			
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;	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



**Asphalt Patching Services
PWO-RFT-009-2015
ACTUAL AREA/ QUANTITY REMITTANCE FORM**

Schedule "D"

This form must be attached and submitted in conjunction with the Contractors invoice for payment.

ADDRESS / LOCATION	WIDTH (m.)	LENGTH (m.)	DEPTH (mm)	SQ. METRES	APPROX. TONNES	Lifts in mm. to a max. of original thickness
Section 1						
New Liskeard Working Area						
Hwy. 65 North, "MacDonalds Restaurant"						
134 Pine St. W						
223 Byam Ave.						
101 Rebecca St.						
173 May St.						
48 Wellington St.						
Armstrong at Cedar						
83 Whitewood Ave.						
107 Whitewood Ave.						
389 Whitewood Ave.						
405 Whitewood Ave.						
116 Jayne Ave.						
408 Grills St.						
50 Scott St.						



ADDRESS / LOCATION	WIDTH (m.)	LENGTH (m.)	DEPTH (mm)	SQ. METRES	APPROX. TONNES	Lifts in mm. to a max. of original thickness
190 Farah Ave.						
390 Farah Ave.						
250 McCamus Ave.						
567 Broadwood Ave.						
527 Taylor Ave.						
66 Lakeshore Rd.						
95 Lakeshore Rd.						
Section 2						
Haileybury Working Area						
83 Ferland St.						
Lakeshore Road at Florence St.						
456 Browning St.						
299 View St.						
108 Bruce St.						
Rorke and Albert						
108 Carter St.						
71 Station St.						



ADDRESS / LOCATION	WIDTH (m.)	LENGTH (m.)	DEPTH (mm)	SQ. METRES	APPROX. TONNES	Lifts in mm. to a max. of original thickness

ADD ADDITIONAL PAGES IF REQUIRED

Subject: Tender Award – Concrete Sidewalk
& Curb Repairs

Report No.: PW-037-2015
Agenda Date: June 16, 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-037-2015;
2. That as outlined in Section 3.5 of the City’s Purchasing Policy, Council approves the award of the 2015 Concrete Sidewalk and Curb Repair contract to *Pedersen Construction (2013) Inc.* in the amount of \$27,025.50 plus HST; and
3. That Council directs Staff to prepare the necessary by-law and agreement for the said contract for consideration at the June 16, 2015 Regular Council meeting.

Background

Each year the City of Temiskaming Shores is required to repair a varying amount of concrete sidewalk and curb and gutter damaged during winter excavations for sewer and water repairs. Due to a significant workload in 2015 the Public Works Dept. City has opted to procure the services of experienced and qualified contractors for the provision of sidewalk and curb repair services at various locations within the City of Temiskaming Shores.

The work consists generally of the supply of all labour, equipment and as per specifications, for the successful repair of concrete sidewalk and curb & gutter various locations within the City boundaries as directed by the Superintendent of Transportation or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in concrete placement and the repair process and shall have the ability to administrate the project as well as operate all equipment.

The Request for Tender document was prepared and PWO-RFT-011-2015 was distributed to local known potential bidders and was posted on the City’s web site. The closing date was 2:00 p.m. on Thursday June 4th, 2015.

Analysis

Two (2) responses to the tender request were received by the closing date.

Bidder	Tender Amount	HST	Total
Pedersen Const.	\$27,025.50	\$3,513.32	\$30,530.82
Demora Const.	\$33,179.70	\$4,313.36	\$37,493.06

Revised Tender Amount

Pedersen Construction has successfully completed similar projects in Temiskaming Shores and has demonstrated the ability to successfully complete work as intended. Demora construction is relatively new in the area, however, do have experienced concrete finishers at their disposal.

The tenders were analysed for errors and/or omissions and an error in HST calculations was found in the Demora Construction submission. The error did not affect the placement of the bidders. The Pedersen submission was found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

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 2015 Budget includes allocated funds within the Environmental and Transportation Operating Budgets to address asphalt repairs due to water and sewer ruptures as well as surface failures and will be distributed as applicable.

A total of \$225,000 was included in the 2015 Budget for repair work relating to water/sewer breaks. Costs to date are \$83,217 leaving a balance of \$141,783.

The contract, inclusive of non-refundable HST, totals \$27,501, however, Administrative Report PW-036-2015 includes an additional \$124,825 for asphalt patching relating to water/sewer breaks.

Following approval of both tenders, the budget will exceed its approval limit in the amount of \$10,543.

Alternatives

Due to workload, completing the work internally was not 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-011-2015**

Opening Date: ~~June 18, 2015~~

June 4, 2015

Opening Time: **2:00 pm**

Description: **Sidewalk and curb construction**

Inquiry Contact: **G. Douglas Walsh, Director of Public Works**

Form of Proposal

Bidder: **DEMORA CONSTRUCTION**

Concrete Sidewalk (152.75 m ²):	27,915. ⁰⁶
Concrete Curbs (27.42 m):	5,264. ⁶⁴
Sub-Total:	33,179. ⁷⁰
HST:	4,976.⁹⁶
Total:	38,156.⁶⁶

Non Collusion Conflict of Interest AODA

Bidder:

Concrete Sidewalk (152.75 m ²):	
Concrete Curbs (27.42 m):	
Sub-Total:	
HST:	4,313. ³⁶
Total:	37,493. ⁰⁶

Non Collusion Conflict of Interest AODA

Bidder: **PEDERSEN CONSTRUCTION** 2013

Concrete Sidewalk (152.75 m ²):	22,912. ⁵⁰
Concrete Curbs (27.42 m):	4,113. ⁰⁰
Sub-Total:	27,025. ⁵⁰
HST:	3,513. ³²
Total:	30,538. ⁸²

Non Collusion Conflict of Interest AODA

Bidder:

Concrete Sidewalk (152.75 m ²):	
Concrete Curbs (27.42 m):	
Sub-Total:	
HST:	
Total:	

Non Collusion Conflict of Interest AODA

Bidder:

Concrete Sidewalk (152.75 m ²):	
Concrete Curbs (27.42 m):	
Sub-Total:	
HST:	
Total:	

Non Collusion Conflict of Interest AODA

Bidder:

Concrete Sidewalk (152.75 m ²):	
Concrete Curbs (27.42 m):	
Sub-Total:	
HST:	
Total:	

Non Collusion 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
 Con Martin
 Matt MacLennan
 Doug Walsh
 DAVE TREN
 LINDA MCKNIGHT

Representing
 Demora
 Demora
 Co/TS
 City
 City

Signature

 Page ___ of ___
 Linda McKnight

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

Being a by-law to enter into an agreement with Pedersen
Construction (2013) Inc. for the supply of labour,
equipment and material for Concrete Sidewalk and
Curb Repair Services 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-037-2015 at the June 16th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for consideration at the June 16th, 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 Miller Paving Limited for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, in the amount of \$27,025.50 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 16th 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

Pedersen Construction (2013) Inc.

for the Supply of Concrete Sidewalk and Curb Repair Services

This agreement made in duplicate this 16th day of June 2015.

Between:

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

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply Sidewalk and Curb Construction Services
Tender No. PWO-RFT-011-2015**

- 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 Director, 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 Twenty-Seven Thousand – and Twenty-Five Dollars and Fifty Cents (\$27,025.50) 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:

Pedersen Construction (2013) Inc.
P.O. Box 2409
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)

Contractor's Seal)
(if applicable))

Municipal Seal)

Pedersen Construction (2013) Inc.

President – Karl Pedersen

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 Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

Item	Description	Estimated Quantity for Bidding Purposes	Quoted price	Total Price
1	Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2010) and prior to June 12 th , 2015 (weather permitting)	Approx. 152.75 (m ²) – sidewalk at various locations	\$150.00	\$22,912.50
2	Construction and installation of concrete curb in accordance with OPSS 351 (Nov. 2010) and prior to June 12 th , 2015 (weather permitting)	Approx. 27.42 (m) curb at various locations	\$150.00	\$ 4,113.00
SUB-TOTAL:				\$27,025.50
HST:				\$ 3,513.32
TOTAL				\$30,530.82

Page 1 of 6 to be submitted



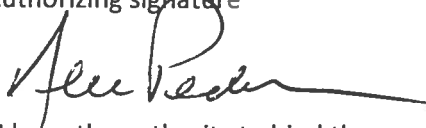
I/We Pedersen Construction (2013) Inc. offer to supply the requirements stated within.

the corresponding total cost of \$ 30,538.82 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment prior to June ~~12th~~³⁰, 2015. (Weather permitting)

The specifications have been read over and agreed to this 4 day of June 2015

<p>Company Name</p> <p>Pedersen Construction (2013) Inc.</p>	<p>Contact name (please print)</p> <p>Alec Pedersen</p>
<p>Mailing Address</p> <p>P.O. Box 2409 New Liskeard, Ontario</p>	<p>Title</p> <p>Secretary Treasurer</p>
<p>Postal Code</p> <p>R0J 1P0</p>	<p>Authorizing signature</p>  <p>"I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone</p> <p>705-647-6223</p>	<p>Fax</p> <p>705-647-8851</p>
<p>Cell Phone if possible</p> <p>705-647-2707</p>	<p>Email</p> <p>apedersen@pedersenconstruction.ca</p>

Page 2 of 6 to be submitted



City of Temiskaming Shores
PWO-RFT-011-2015
Sidewalk and Curb Construction

Non Collusion Affidavit

I/ We Alec Pedersen 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.

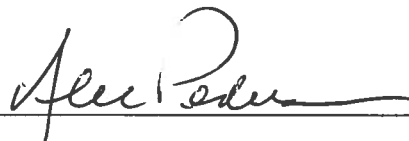
Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection 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 New Liskeard this 4th day of June, 2015

Signed



Company Name

Pedersen Construction (2013) Inc

Title

Secretary Treasurer



**City of Temiskaming Shores
PWO-RFT-011-2015
Sidewalk and Curb Construction**

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 New Liskeard this 4th day of June, 2015.

Firm Name Pedersen Construction (2013) Inc.

Bidder's Authorization Official Alec Pedersen

Title Secretary Treasurer

Signature 

Page 4 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.

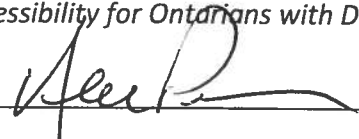
This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Pedersen Construction (2013) Inc. Company Name

Phone Number 705-647-6223

Address P.O. Box 2409
New Liskeard, Ontario P0J 1P0

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

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

Date: June 4, 2015

Page 6 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-011-2015
Sidewalk and Curb Construction**

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)
Not Applicable		

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

Signed by Company Official

Alec Pedersen

Printed

Signed

Page 5 of 6 to be submitted

ADDENDUM #1

Tender PWO-RFT-011-2015

Sidewalk and curb construction

Whereas - The City of Temiskaming Shores has stated a closing date of Thursday June 18th, 2015 - 2 p.m. local time and further specified "shall endeavor to complete the entire contract prior to Friday June 12th, 2015"

The closing date has been revised to read; Thursday June 04th, 2015 at 2:00 pm with an expected contract completion date of Tuesday June 30th, 2015

The City regrets any inconvenience this may cause. Thank You for your time.

Please acknowledge receipt of this addendum by signing below and returning copy of same by fax to

Gary Wadge
Public Works Clerk
FAX # (705) 647-9632

I hereby acknowledge receipt of this addendum, understand and shall make allowances for the change


SIGNED


PLEASE PRINT


COMPANY

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)
PEDERSEN CONSTRUCTION (2013) INC.	177246 BEDARD RD, C/O HEATHER BRAZEAU PO BOX 2409, NEW LISKEARD, ON, P0J1P0, CA	1000-010: Non-Exempt Partners and Executive Officers in Rate Group 748 4224-001: Concrete Finishing 3551-000: Ready-Mix Concrete Operations 4122-000: Waterworks and Sewage Systems 4211-001: Wrecking and Structural Demolition 4222-002: Form Work (Low-Rise) 4231-000: Masonry Operations 4121-001: Highways, Streets, and Small Bridges 4591-001: Highway, Street, and Bridge Maintenance	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	E20000071SQD	27-May-2015 to 19-Aug-2015

Subject: Application for a Municipal Drain
Peter's Road

Report No.: PW-038-2015
Agenda Date: June 16, 2015

Attachments

Appendix 01: Anticipated Watershed Catchment Area

Appendix 02: E-mail from Drainage Superintendent – April 23, 2015

Appendix 03: Petition for Drainage Works by Road Authority

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-038-2015; and
2. That Council approves the submission of a Petition for Drainage Works by the Road Authority for Peter's Road between Highway 65 E and Drive-in Theatre Road.

Background

The *Drainage Act* provides the legislative vehicle for the construction and management of many of the communal drainage systems in rural Ontario. The local municipality is responsible for the management of the drainage systems (known as a *Municipal Drain*) located within their municipal boundaries and the cost of construction and maintenance of a Municipal Drain is assessed to the landowners in the watershed of the drain. Municipal drain construction or improvement projects must be completed in accordance with the procedures of the *Drainage Act* and must comply with applicable law.

In 1983 a petition was submitted for a municipal drain for the watershed as shown in **Appendix 01** and was entitled "*Blain-Wilson Municipal Drain*". H. Sutcliffe Engineers was the firm retained by the former Township of Dymond to design the drain.

In 2012, as part of the obligations of the Drainage Superintendent, this drain was inspected and found to be in need of significant repairs in order to bring it back into compliance with the original design. The City commenced initiatives to repair the drain; however during construction certain components of the drain could not be found and upon notification to landowners within the catchment area of a pending invoice for repairs, staff was alerted to the fact that the drain was never constructed.

Upon review of archived files it was determined that a petition for the drain was submitted, engineer retained, design completed; however upon notification to landowners within the watershed of their financial obligations towards the drain the original petitioners withdrew their request for the drain. As a result, in 1986, the Ontario Drainage Tribunal was required to settle various issues related to the work done and as

to which party would be responsible financially. Of note in the Tribunal findings is the following statement:

Mr. Blain noting that he had already completed the proposed work on his property, no doubt making use of the information prepared for the Report (Engineer's Design).

That would assist in understanding how the Drainage Superintendent assumed that it was a valid Municipal Drain.

Analysis

Subsequent to learning that the drainage system was not a valid drain, the City ceased any and all maintenance and/or repairs to this drainage system. The former Blain property was purchased and the owner has made improvements to the lands that have resulted in a significant impact to the drainage system along Peter's Road.

Appendix 02 – E-mail from Drainage Superintendent – April 23, 2015 provides further detail as to the issues related to the current conditions as well as additional background information. Mr. Gorecki states, at the end of the e-mail, that *“the option of having the Road Superintendent petition for a Municipal Drain should be strongly considered. The existing drainage problems will only compound in the future if not addressed at this time.”*

Section 4 (c) – Petition of Drains in the *Drainage Act* states that *“a petition for the drainage by means of a drainage works of an area requiring drainage as described in the petition may be filed with the clerk of the local municipality in which the area is situate by,*

- a) the majority in number of the owners, as shown by the last revised assessment roll of lands in the area, including the owners of any roads in the area;*
- b) the owner or owners as shown by the last revised assessment roll, of lands in the area representing at least 60 per cent of the hectarage in the area;*
- c) where a drainage works is required for a road or part thereof, the engineer, road superintendent or person having jurisdiction over such road or part, despite subsection 61 (5);*
- d) where a drainage works is required for the drainage of lands used for agricultural purposes, the Director.”*

It is recommended that Council approve, through resolution, **Appendix 02** - Petition for Drainage Works by Road Authority as permitted under Section 4 (c) of the *Drainage Act*.

If approved, the Clerk would initiate the process under the Act to retain a drainage engineer to conduct an on-site meeting and prepare a Preliminary Report. The purpose of the on-site meeting is to permit the engineer to determine the area requiring drainage

as well as provide an opportunity to landowners to express their concerns. The Preliminary Report will provide information on the extent of work required, the possible alternatives for the construction of the drain and the general cost of the alternatives to be considered.

Once the preferred option for construction of the drain is confirmed the design would be completed, tender released, award of tender and the drainage works constructed. Upon completion costs for construction would be shared by the landowners within the catchment area as assessed through the engineering process.

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

All costs associated with the construction of the drainage works (municipal drain) are distributed amongst the landowners contained within the catchment area as assessed by the Engineer. The City would have costs associated with the drainage works based on roadways and any City-owned land within the catchment area.

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

ORIENTATION



WATERSHED PLAN
SCALE 1:20000

GENERAL NOTES:

ALL GULLIES WHICH INTERSECT THE GRADED WATERWAYS ARE TO BE FILLED-AND GRADED TO THE SATISFACTION OF THE ENGINEER

THE CONTRACTOR SHALL OBTAIN PROPER AUTHORIZATION BEFORE CROSSING ANY UTILITY ENCOUNTERED (BURIED OR OTHERWISE) DURING CONSTRUCTION



Dave Treen

From: Ed & Nancy <ednancy1@parolink.net>
Sent: April-23-15 12:56 PM
To: Dave Treen
Cc: Doug Walsh; Steve Burnett; Chris Oslund; Jamie Sheppard
Subject: Peters Road Drainage "Blain -Wilson Project"

Gentlemen,

This is to confirm a site meeting, Apr. 22/14 held at Peters Road and Basil Lorangers property (W 1/2 of S 1/2 Lot 11, Conc. 3 Dymond). Meeting was attended by Steve Burnett, Jamie Sheppard and Ed Gorecki. For the purpose of this report reference will be made to Blain-Wilson Project as there is an Engineers Report on file containing good relative information, watershed plans, drawings etc. The original Petition for the Blain-Wilson Drain was withdrawn, however Blain had carried out some private works on the property (tile and C.B 's installations).

Background:

Owner of the former Blain property

Mar. 03/14, [REDACTED] was given the opportunity to Petition for a Municipal Drain, however he opted to repair, at his expense, existing portions, add a new tile and fill in an existing waterway / gully.

Oct. 16/14 [REDACTED] [REDACTED] complained of flooding caused by recent downstream drainage works carried out by Basil Loranger. Please refer to E. Gorecki report – email Oct. 17/14 and pictures submitted "Flooding, [REDACTED] property –Dymond Twp."

Site Meeting (Apr.22/14) Observations:

-During spring freshet 2015, the water level on the east side of Peters Road and Loranger prop. at the 1950 mm culvert (and 750 mm drain outlet) breached the road.

-excessive erosion in Loranger field adjacent to the road occurred. Recently installed tile was exposed. Erosion also occurred upstream in newly established grassed waterway.

-Resultant silt migrated to the 1950 mm culvert at Peters Road, 1/2 filling the culvert and depositing a silt plug at the outlet. Road shoulder has erosion at the culvert.

-There is erosion to stream banks along Peters Road to Hwy # 65 E crossing.

-Poor alignment of waterway and road culvert inlet and no erosion protection.

Options:

Within the road right of way only, removal of the 1950 mm culvert, clean, replace and remove the silt plug at the outlet. The Municipality would have no authority to carry out repair works up stream beyond the R of W . If erosion control / permanent silt trap upstream is not installed, the pipe will block up again after the first heavy flow condition.

Since [REDACTED] does not want to proceed with Petition for Municipal Drain under the Drainage Act, the Road Superintendent, under section 4 (1) of the Act, can file a Petition. At that point a Preliminary Engineers Report would identify the watershed, problems and options. ie. Grant Drain process.

Considerations:

-Is this a "Natural Water Course" ? It does have defined banks and channel. Water flows for a major part of the year.

-Was the original Blain works approved under the lakes and Rivers Improvement Act (MNR) being works on shorelands / filling and works within a water body ?

-Other potentially required approvals:

- Beds of Navigable Waters Protection Act.
- Ont. Water Resources Act.
- Conservation Authorities Act.
- Fisheries Act.
- The Municipal Act.
- Endangered Species and S. A.R. Act.

-Did [REDACTED] receive any approvals for the additional works he carried out, being installation of 12 " drain and filling of the gully/ waterway ? Water quality due to erosion/ siltation appears to be effected downstream right to Lake Temiskaming.

-There is still the civil matter concerning flooding of upstream property owned by [REDACTED].

-Road Superintendent, Jamie Sheppard, identified that Peters Road is being considered for future up grading, being surface/ culverts etc. . The flooding/erosion problem should be addressed prior to up grading. The existing culvert (s) may be undersized for present flows. An Engineers Report would identify and outline options.

-In view of the above, the option of having the Road Superintendent petition for a Municipal Drain should be strongly considered. The existing drainage problems will only compound in the future if not addressed at this time.

I have recent pictures (Apr. 22/14) on file. If you require further assistance in this matter, please advise.

Ed Gorecki
Drainage Superintendent

-

**Petition for Drainage Works by Road
Authority – Form 2***Drainage Act, R.S.O. 1990, c. D.17, subs. 4(1)(c)*To: The Council of the Corporation of the City of Temiskaming ShoresRe: Road name and road location (provide description of road or section of road that requires drainage)
Peter's Road between Highway 65 E and Drive-In Theatre Road.

Increased agricultural activity and/or modification to agricultural lands has increased water runoff to Peter's Road.

I, G. Douglas Walsh, as an individual having jurisdiction over
(Last, first name)the above road system for the City of Temiskaming Shoresdeclare that the road described above requires drainage and hereby petition under subsection 4(1)(c) of the *Drainage Act* that this area be drained by means of a drainage works.Organization
City of Temiskaming Shores

Position Title	Signature	Date (yyyy/mm/dd)
Director of Public Works		2015/06/17

Petitioners become financially responsible as soon as they sign a petition:

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act, R.S.O. 1990, c. D. 17 subs. 8(1).*
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act, R.S.O. 1990, c. D. 17 subs. 10(4).*
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act, R.S.O. 1990, c. D. 17 s. 43.*
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act, R.S.O. 1990, c. D. 17 s. 61.*

Subject: Knock Cancer out of the Park

Report No.: RS-015-2015

Agenda Date: June 16, 2015

Attachments

Appendix 01: Letter of Request

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-015-2015;
2. That Council Proclaim July 10-12, 2015 as the “Shanna Larsen Memorial “Team Shan” Weekend in the City of Temiskaming Shores; and
3. That Council approves the application of the non-profit rate for the use of the municipal ball diamonds at the same rate as 2014 and that the rental fee of \$224.00 plus applicable taxes for the use of the New Liskeard Arena Hall for a community dance reception be waived.

Background

A letter of request was received on Monday June 8, 2015 from Mr. James T. Paterson, President – KCOotP/Shanna Larsen Memorial requesting:

1. Municipal Council proclaim the weekend of July 10th to the 12th, 2015 as the “Shanna Larsen Memorial ‘TEAM SHAN’ Weekend in the City of Temiskaming Shores
2. That Municipal Council consider the donation of the ball fields for the Knock Cancer Out of the Park Shanna Larsen Memorial slo-pitch tournament
3. That Municipal Council consider the donation of the New Liskeard Arena Hall for the community dance reception on Saturday July 10th, 2015

Attached as Appendix No. 01 is the report is the Letter of Request.

Analysis

The request was presented to the Recreation Services Committee at their regular monthly meeting on Monday June 8, 2015. The Committee commended the Organizing Committee of the great work they do for this event. The ball fields used last year included those in Dymond, New Liskeard and Haileybury. The Recreation staff drags the fields throughout the tournament, works with the committee to line the fields, and increases garbage pickup during the weekend and as result, it was determined the non-profit would apply for the use of the fields. The rental fee for the use of the New Liskeard Community Hall for the community dance reception could be waived for this one time 10th Anniversary Event. The following recommendation was passed:

Recommendation No. 2015-024

Moved by: Chuck Durrant

Seconded by: Danny Lavigne

Be it recommended that:

1. The Recreation Services Committee reviewed the request from the Shanna Larsen Knock Cancer Out of the Park Ball Tournament to waive the fees for the ball fields and New Liskeard Arena Hall; and
2. The Recreation Services Committee approves to waive the Non-Profit Rate at the New Liskeard Arena Hall and charge the same fee as 2014 for the Ball Fields; \$472.50 plus HST. The SOCAN Fee of \$123.38 plus HST will also apply for the New Liskeard Arena Hall

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

Municipal Council may consider waiving the ball field rental fees in addition to the hall rental fee.

Municipal Council may consider applying the non-profit fee for use of municipal facilities

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

KNOCK CANCER OUT OF THE PARK

City of Temiskaming Shores
325 Farr Dr
Haileybury, ON P0J 1K0

Mayor Kidd, Mr. Oslund, Mr. Treen and members of Temiskaming Shores' City Council:

As President of the "Knock Cancer Out of the Park - Shanna Larsen Memorial" slo-pitch tournament, please accept this submission of a request for the City to once again recognize and proclaim a "Shanna Larsen Memorial 'Team Shan' Weekend in the City of Temiskaming Shores", specifically July 10-11-12, 2015.

Each month council receives requests to recognize events, causes, and memorializations for other municipalities, as well as many from recognized charities within our own. When the idea of a Declaration of TEAM SHAN Weekend was brought to council 6 years ago, Mayor and council saw fit to pass the motion without hesitation; the same occurred in 2011, 2012, 2013 and 2014. Obviously I am hoping the same will occur this year (please see attached Resolution No. 2014-343, June 17, 2014 for last year's proclamation by the City).

TEAM SHAN is named in honour of Shanna Larsen, a former Haileybury resident, who passed of breast cancer 9 years ago; she was 24 at the time of her passing. This slowpitch tournament - the largest tournament in Northern Ontario - raises funds for the awareness of and the combat against breast cancer, specifically in young women; Team Shan's slogan is "not just a disease of older women."

In 2011 the "TEAM SHAN" initiative - founded and spearheaded by Shanna's mother, Lorna Larsen - received authorization and a registered number from Revenue Canada to operate as a registered charity in Canada.

With this being a milestone event - our 10th annual - and with TEAM SHAN being a registered charity in Canada, I am compelled to investigate avenues to increase the awareness of TEAM SHAN and its cause while maximizing the funds raised for this initiative. One of the ways to achieve this maximization is to minimize expenses to the operation. With this in mind, I am requesting the City of Temiskaming Shores' donation of the use of the local fields during the commemorative weekend, July 10-12, 2015.

Knock Cancer out of the Park
c/o James Paterson
Box 1657 New Liskeard, ON P0J 1P0
jtpaterson@gmail.com

KNOCK CANCER OUT OF THE PARK

In conjunction with our 10th annual event, TEAM SHAN will also be hosting a community dance reception at the New Liskeard Arena Hall on Saturday, July 10th. In keeping with the attempt to reduce expenses, I am requesting the CoTS' donation of the facility for this event. Proof of Liability Insurance and all documentation will of course be supplied as per CoTS' hall rental requirements.

I sincerely hope we can once again count on the City's approval and support on this item.

Should you have any questions at all, please do not hesitate to ask. I will answer as best as possible, or shall get the answers from TEAM SHAN directly.

Sincerely,

James T. Paterson

President - KCOotP / Shanna Larsen Memorial

[705.676.6036](tel:705.676.6036)

kcootp@gmail.com

www.kcootp.com

Knock Cancer out of the Park
c/o James Paterson
Box 1657 New Liskeard, ON P0J 1P0
jtpaterson@gmail.com

Subject: Age Friendly Grant and Community
Transportation Pilot Grant

Report No.: RS-016-2015
Agenda Date: June 16, 2015

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-016-2015;
2. That Council approves the inclusion of the revenues and expenditures of the Age Friendly Community Planning Grant Program and Community Transportation Pilot Grant program in the 2015 fiscal year and the 2016 budget estimates as presented in the report;
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Citizenship, Immigration and International Trade in the amount of \$25,000 for the Age Friendly Community Grant and an agreement with the Ministry of Transportation in the amount of \$40,000 for the Community Transportation Pilot Grant for consideration at the June 16, 2015 Regular meeting of Council; and
4. That Council directs staff to commence the hiring process for one (1) coordinator to carry out the completion of both projects simultaneously.

Background

Council received Memorandum 001-2015-RS on January 20, 2015 and passed Resolution No. 2015-081 by a recorded vote:

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 001-2015-RS;

That Council for the City of Temiskaming Shores directs staff to submit a funding application to the Age-Friendly Community Planning Grant Program in the amount of \$25,000 and to the Community Transportation Pilot Grant Program in the amount of \$40,000; and

That execution of these two projects is contingent upon receipt for funding under both programs.

Applications were submitted to both agencies.

A Press Release issued by the Ministry of Transportation on communities that had received funding for this program did not include the City of Temiskaming Shores,

based on the requirement of both funding opportunities being approved to proceed, the project was not included in the 2015 operating project budget.

The Municipal Budget was passed on April 7, 2015 (By-law No. 2015-073).

On April 30, 2015 the City was informed that in fact they had been approved for the Community Transportation Pilot Grant Program and the "Transfer Agreement" was forwarded to the City.

The City awaited approval from the Ontario Senior's Secretariat in regard to the success of the funding application for the Age Friendly Community Planning Grant and were informed on May 20, 2015 that this funding application was also successful. The Transfer Agreement has been forwarded to the City.

The Corporate Services Committee approved Recommendation CS-2015-029 on May 28, 2015:

Moved by: Carman Kidd

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:

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

Analysis

Funding was approved from both agencies to carry out the two projects simultaneously to create efficiencies as the partnerships and collaborations required for each funding program occur with similar organizations.

Proceeding with the project will include the hiring of a Coordinator to define local principles, develop a custom needs assessment, action plan and implementation of an action plan and evaluation of the plan in beginning the process of becoming an Age Friendly Community. It will also include the development of community transportation solutions, including ways to better utilize existing transportation resources for those who do not have access to their own transportation. The Co-ordinator's position is for a one year period.

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

Funding received is to be applied to the hiring of a Project Coordinator for one year, marketing materials and promotion and community forums. The Coordinator would be working at City Hall under the guidance of the Director of Recreation Services. Office equipment and other administrative costs will be included in the 2015 and 2016 Operating budget.

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

Alternatives

The municipality may opt not to move forward with the projects.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-130

**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. 2015-130
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 One 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 Zubyck, 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

The Corporation of the City of Temiskaming Shores

By-law No. 2015-131

**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. 2015-131

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 Zubyc, 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

The Corporation of the City of Temiskaming Shores

By-law No. 2015-132

Being a by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services 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-035-2015 at the June 16th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services for consideration at the June 16th, 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 Grass King Inc. for the Supply and Application of Asphalt Marking Services at various locations in the City of Temiskaming Shores, in the amount of \$21,253.00 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 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-132

Agreement between

The Corporation of the City of Temiskaming Shores

and

Grass King Inc.

for the Supply and Application of Asphalt Marking Services

This agreement made in duplicate this 16th day of June 2015.

Between:

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

and

Grass King 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 and Application of Asphalt Marking Services
Tender No. PWO-RFT-006-2015**

- 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 Director, all the work by **July 30th, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Twenty -One Thousand – Two Hundred and Fifty-Three Dollars and Zero Cents (\$21,253.00) 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 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:

Grass King Inc.
P.O. Box 339
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)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Grass King Inc.

President – Gus McLennan

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. 2015-132

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.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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 - New Liskeard working area

QUANTITY	DESCRIPTION	QUOTED BID PRICE
22	Accessible Parking Spots	\$ 4,510.00
3	School Crossings	\$ 2,250.00
5	Intersections	\$ 4,100.00
12	Directional/ multi -directional Arrows	\$ 1,164.00

This is Page 1 of 7 to be submitted



5	Transit Bus Stop Curbs	\$ 875.00
Directional Arrows/ Lines at Operations Division in New Liskeard @ 200 Lakeshore Rd.		\$ 360.00

13,259.00

Section 2 - Haileybury working area

QUANTITY	DESCRIPTION	QUOTED BID PRICE
14	Accessible Parking Spots	\$ 2870.00
8	Intersections	\$ 1650.00
12	Directional Arrows	\$ 1164.00
	Parking Indicator Lines	\$ 725.00
1	School Crossing	\$ 750.00
1	Transit Bus Stop Curb	\$ 175.00
	SUB TOTAL	20,593.00
	H.S.T.	2,677.09
	TOTAL	23,270.09

Page 2 of 7 to be submitted

Addendum to TENDER
for Omissions OR Additions
for Your Edification &

New HICKERD.

ADD Directional Arrows 4 x 97
(at intersections downtown)

HAILEGBURY

ADD Directional Arrows 1 x 97
Intersection - LAKEVIEW/KING

ADD STOP Block - 1 x 200
Lakeshore / HATCHFORD

ADD Bus STOP 1 x 175
South of Brownline

MINUS Blue Box 1 x 200
UNITED CHURCH

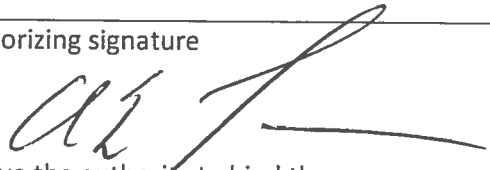


I/We GRASS KING offer to supply the requirements stated within.
the corresponding total cost of \$ 23,270.09 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment prior to July 31, 2015 upon receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 2 day of June 2015

Company Name <u>GRASS KING Inc</u>	Contact name (please print) <u>Gus McHENNAN</u>
Mailing Address <u>Box 339 New Warkard Ont.</u>	Title <u>PRESIDENT</u>
Postal Code <u>P0S 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705-647-5574</u>	Fax <u>705-647-4043</u>
Cell Phone if possible <u>705-648-3464</u>	Email

Page 3 of 7 to be submitted



City of Temiskaming Shores

**PWO-RFT-006-2015
Asphalt Marking Services**

Non Collusion Affidavit

I/ We Gus McLennan
Grass King 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 New Liskeard this 2 day of June, 2015

Signed

Company Name

GRASS KING

Title

PRESIDENT



**City of Temiskaming Shores
PWO-RFT-006-2015
Asphalt Marking Services**

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 New Liskeard this 2 day of June, 2015.

Firm Name GRASS KING

Bidder's Authorization Official Gus McLENNAN

Title PRESIDENT

Signature 

Page 5 of 7 to be submitted



**City of Temiskaming Shores
PWO-RFT-006-2015
Asphalt Marking Services**

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)

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

Printed

Signed

Page 6 of 7 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 Gus McLENNAN Company Name GRASS KING

Phone Number

Address

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, Gus McLENNAN 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: June 2/2015

The Corporation of the City of Temiskaming Shores

By-law No. 2015-133

Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services 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-036-2015 at the June 16th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services for consideration at the June 16th, 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 Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations in the City of Temiskaming Shores, in the amount of \$122,666.50 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 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-133

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the Supply of Asphalt Patching Services

This agreement made in duplicate this 16th day of June 2015.

Between:

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

and

Miller Paving Limited
(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 Application of Asphalt Patching Services
Tender No. PWO-RFT-009-2015**

- 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 Director, all the work by **October 31st, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Twenty-Two Thousand – Six Hundred and Sixty-Six Dollars and Fifty Cents (\$122,666.50) 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:

Miller Paving Limited
P.O. Box 248
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)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

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. 2015-133

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.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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.

Item	Description	Estimated Quantity for Bidding Purposes	Quoted price per square meter (m2)	Total Price
1	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. (50 mm thickness)	Approx. 1,463 m ² - various locations	\$45.50m2	\$66,566.50
2	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. (90 mm thickness)	Approximately 680 m ² - various locations	\$82.50m2	\$56,100.00
SUB-TOTAL:				\$122,666.50
HST:				\$15,946.65
TOTAL				\$138,613.15

Page 1 of 6 to be submitted



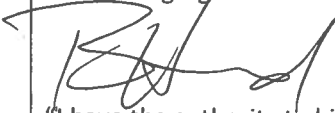
I/We Miller Paving Limited offer to supply the requirements stated within.

the corresponding total cost of \$ 138,613.15 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within 7 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 4th day of June 2015

<p>Company Name Miller Paving Limited</p>	<p>Contact name (please print) Britt Herd</p>
<p>Mailing Address 704024 Rockley Road, Box 248 New Liskeard, ON</p>	<p>Title Manager - Estimating</p>
<p>Postal Code POJ 1P0</p>	<p>Authorizing signature  "I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone 705-647-4331</p>	<p>Fax 705-647-3611</p>
<p>Cell Phone if possible</p>	<p>Email britt.herd@millergroup.ca</p>

Page 2 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFT-009-2015
Asphalt Patching Services**

Non Collusion Affidavit

I/ We Britt Herd the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

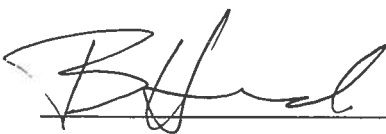
Such Bid is genuine and is not a collusive or sham Bid.

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 New Liskeard this 4th day of June, 2015

Signed 

Company Name Miller Paving Limited

Title Manager - Estimating

Page 3 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-009-2015
Asphalt Patching Services**

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 New Liskeard this 4th day of June, 2015.

Firm Name Miller Paving Limited

Bidder's Authorization Official Britt Herd

Title Manager - Estimating

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-009-2015
Asphalt Patching Services**

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)
NA		

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

Britt Herd

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 Britt Herd Company Name _____

Phone Number 705-647-4331

Address 704024 Rockley Road, Box 248, New Liskeard, ON P0J 1P0

I, Britt Herd, 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: June 4, 2015

Page 6 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-009-2015
Asphalt Patching Services**

Schedule C - Performance Evaluation (for City Use only)

Vendor's Name		Telephone	
Address		Postal Code	
Vendor's Representative			
Contract Description; PWO-RFT-009-2015 Asphalt Patching Services			
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;	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



**Asphalt Patching Services
PWO-RFT-009-2015
ACTUAL AREA/ QUANTITY REMITTANCE FORM**

Schedule "D"

This form must be attached and submitted in conjunction with the Contractors invoice for payment.

ADDRESS / LOCATION	WIDTH (m.)	LENGTH (m.)	DEPTH (mm)	SQ. METRES	APPROX. TONNES	Lifts in mm. to a max. of original thickness
Section 1						
New Liskeard Working Area						
Hwy. 65 North, "MacDonalds Restaurant"						
134 Pine St. W						
223 Byam Ave.						
101 Rebecca St.						
173 May St.						
48 Wellington St.						
Armstrong at Cedar						
83 Whitewood Ave.						
107 Whitewood Ave.						
389 Whitewood Ave.						
405 Whitewood Ave.						
116 Jayne Ave.						
408 Grills St.						
50 Scott St.						



ADDRESS / LOCATION	WIDTH (m.)	LENGTH (m.)	DEPTH (mm)	SQ. METRES	APPROX. TONNES	Lifts in mm. to a max. of original thickness
190 Farah Ave.						
390 Farah Ave.						
250 McCamus Ave.						
567 Broadwood Ave.						
527 Taylor Ave.						
66 Lakeshore Rd.						
95 Lakeshore Rd.						
Section 2						
Haileybury Working Area						
83 Ferland St.						
Lakeshore Road at Florence St.						
456 Browning St.						
299 View St.						
108 Bruce St.						
Rorke and Albert						
108 Carter St.						
71 Station St.						



ADDRESS / LOCATION	WIDTH (m.)	LENGTH (m.)	DEPTH (mm)	SQ. METRES	APPROX. TONNES	Lifts in mm. to a max. of original thickness

ADD ADDITIONAL PAGES IF REQUIRED

The Corporation of the City of Temiskaming Shores

By-law No. 2015-134

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services 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 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-037-2015 at the June 16th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for consideration at the June 16th, 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 Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, in the amount of \$27,025.50 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 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-134

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the Supply of Concrete Sidewalk and Curb Repair Services

This agreement made in duplicate this 16th day of June 2015.

Between:

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

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply Sidewalk and Curb Construction Services
Tender No. PWO-RFT-011-2015**

- 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 Director, 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 **Twenty-Seven Thousand – and Twenty-Five Dollars and Fifty Cents (\$27,025.50) 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:

Pedersen Construction (2013) Inc.
P.O. Box 2409
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)

Contractor's Seal)
(if applicable))

Municipal Seal)

Pedersen Construction (2013) Inc.

Secretary-Treasurer - Alec Pedersen

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. 2015-134

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 Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

Item	Description	Estimated Quantity for Bidding Purposes	Quoted price	Total Price
1	Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2010) and prior to June 12 th , 2015 (weather permitting)	Approx. 152.75 (m ²) – sidewalk at various locations	\$150.00	\$22,912.50
2	Construction and installation of concrete curb in accordance with OPSS 351 (Nov. 2010) and prior to June 12 th , 2015 (weather permitting)	Approx. 27.42 (m) curb at various locations	\$150.00	\$ 4,113.00
SUB-TOTAL:				\$27,025.50
HST:				\$ 3,513.32
TOTAL				\$30,530.82

Page 1 of 6 to be submitted



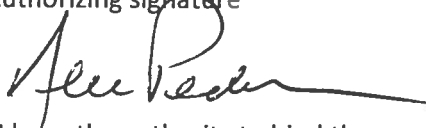
I/We Pedersen Construction (2013) Inc. offer to supply the requirements stated within.

the corresponding total cost of \$ 30,538.82 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment prior to June ~~12th~~³⁰, 2015. (Weather permitting)

The specifications have been read over and agreed to this 4 day of June 2015

Company Name Pedersen Construction (2013) Inc.	Contact name (please print) Alec Pedersen
Mailing Address P.O. Box 2409 New Liskeard, Ontario	Title Secretary Treasurer
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-6223	Fax 705-647-8851
Cell Phone if possible 705-647-2707	Email apedersen@pedersenconstruction.ca

Page 2 of 6 to be submitted



City of Temiskaming Shores
PWO-RFT-011-2015
Sidewalk and Curb Construction

Non Collusion Affidavit

I/ We Alec Pedersen 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.

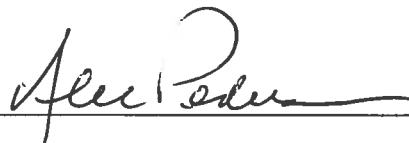
Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection 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 New Liskeard this 4th day of June, 2015

Signed



Company Name

Pedersen Construction (2013) Inc

Title

Secretary Treasurer



**City of Temiskaming Shores
PWO-RFT-011-2015
Sidewalk and Curb Construction**

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 New Liskeard this 4th day of June, 2015.

Firm Name Pedersen Construction (2013) Inc.

Bidder's Authorization Official Alec Pedersen

Title Secretary Treasurer

Signature 

Page 4 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.

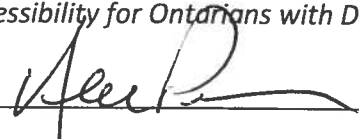
This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Pedersen Construction (2013) Inc. Company Name

Phone Number 705-647-6223

Address P.O. Box 2409
New Liskeard, Ontario P0J 1P0

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

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

Date: June 4, 2015

Page 6 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-011-2015
Sidewalk and Curb Construction**

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)
Not Applicable		

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

Signed by Company Official

Alec Pedersen

Printed



Signed

Page 5 of 6 to be submitted

ADDENDUM #1

Tender PWO-RFT-011-2015

Sidewalk and curb construction

Whereas - The City of Temiskaming Shores has stated a closing date of Thursday June 18th, 2015 - 2 p.m. local time and further specified “shall endeavor to complete the entire contract prior to Friday June 12th, 2015”

The closing date has been revised to read; Thursday June 04th, 2015 at 2:00 pm with an expected contract completion date of Tuesday June 30th, 2015

The City regrets any inconvenience this may cause. Thank You for your time.

Please acknowledge receipt of this addendum by signing below and returning copy of same by fax to

Gary Wadge
Public Works Clerk
FAX # (705) 647-9632

I hereby acknowledge receipt of this addendum, understand and shall make allowances for the change


SIGNED


PLEASE PRINT


COMPANY

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)
PEDERSEN CONSTRUCTION (2013) INC.	177246 BEDARD RD, C/O HEATHER BRAZEAU PO BOX 2409, NEW LISKEARD, ON, P0J1P0, CA	1000-010: Non-Exempt Partners and Executive Officers in Rate Group 748 4224-001: Concrete Finishing 3551-000: Ready-Mix Concrete Operations 4122-000: Waterworks and Sewage Systems 4211-001: Wrecking and Structural Demolition 4222-002: Form Work (Low-Rise) 4231-000: Masonry Operations 4121-001: Highways, Streets, and Small Bridges 4591-001: Highway, Street, and Bridge Maintenance	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	E20000071SQD	27-May-2015 to 19-Aug-2015

The Corporation of the City of Temiskaming Shores

By-law No. 2015-135

Being a by-law for the assumption of a Highway for public use within the City of Temiskaming Shores – Lorne Avenue

Whereas under Section 28, of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway;

And whereas Council entered into a Development Agreement with 1345039 Ontario Limited as authorized by By-law No. 2012-103 for the development of Lorne Avenue;

And whereas the Development Agreement provided, *inter alia*, that the roadways as defined in the Development Agreement would not be assumed by the City until various obligations, terms and conditions imposed upon the Developer had been completed and compiled with;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to assume the unopened road allowances on the said Registered Plan of Subdivision for public use;

And whereas the Developer (1345039 Ontario Limited) agrees that, notwithstanding such assumption, it will continue to be responsible and liable for the various obligations, terms, conditions and guarantees imposed upon the Developer in the Development Agreement;

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

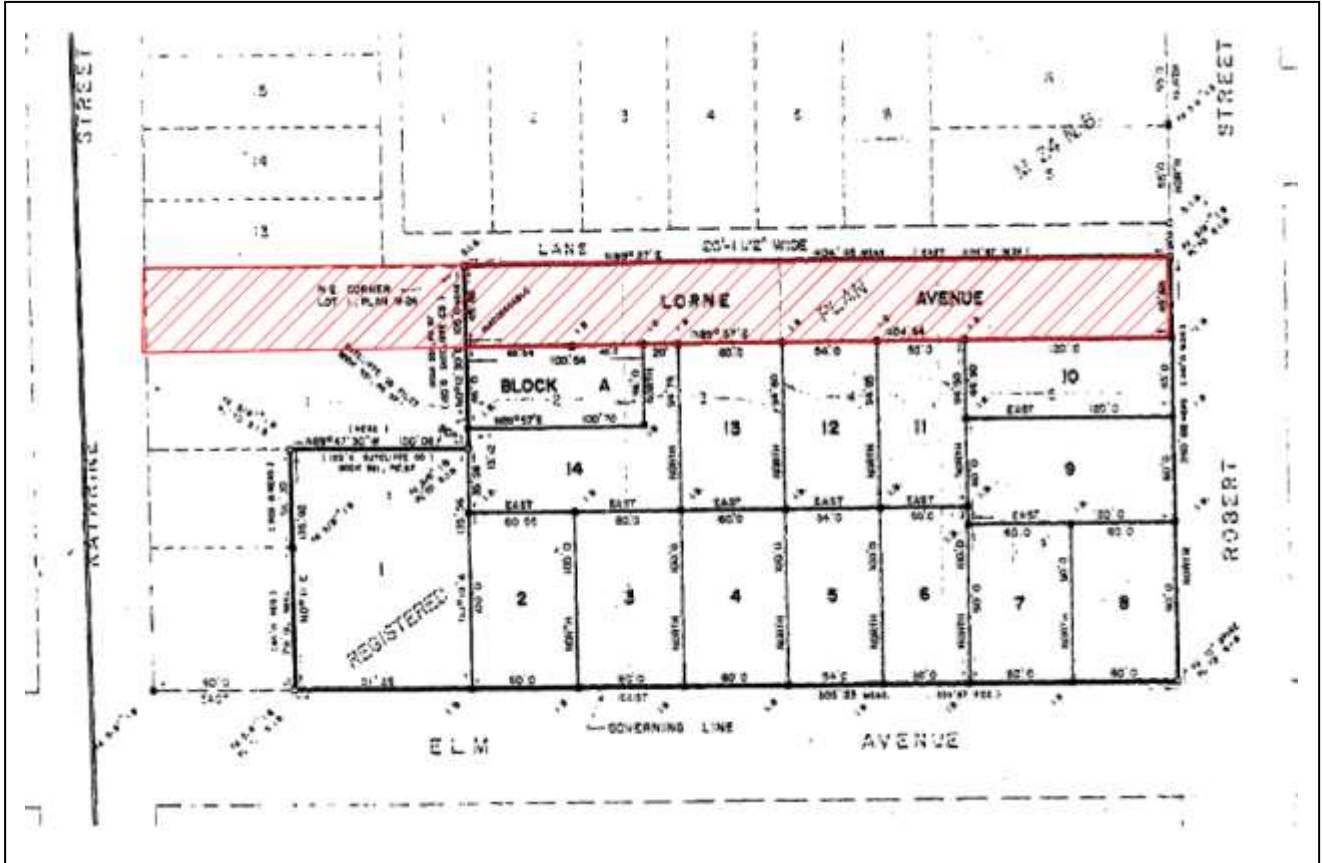
1. That the municipality hereby assumes unopened road allowance for public use, more specifically described as: Lorne Avenue registered as Parts 1 and 2 on Plan TER 499 and as shown on Plan 54M-240.
2. That the unopened road allowance being assumed by the municipality is identified on Schedule "A", hereto attached and forming part of this by-law.
3. That the Mayor and Clerk are hereby authorized to execute an Amending Agreement to the Development Agreement entered into between the Developer (1345039 Ontario Limited) and the City of Temiskaming Shores attached hereto as Schedule "B" and forming part of this by-law.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical, numerical 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 on this 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"
Assumed Lorne Avenue
Robert Street to Katherine Street



Schedule "B"

Amending agreement made the 16th day of June, 2015

Between:

1345039 Ontario Ltd.
(The "Developer")

And:

The City of Temiskaming Shores
(The "City")

Background:

- A. The Developer and the City entered into a Development Agreement on July 3, 2012, being By-law No. 2012-103 which was registered on title to the lands described in it at the Land Registry Office at Haileybury on March 7, 2013 as Instrument DT39415.
- B. The Development Agreement provided, *inter alia*, that the Roadways, as defined in the Development Agreement, would not be assumed by the City until various obligations and terms and conditions imposed upon the Developer had been completed and complied with;
- C. The City and the Developer have decided that it would be in the best interests of both of them for the City to assume the Roadway at this time, and that notwithstanding such assumption, the Developer will continue to be responsible and liable for the various obligations and terms and conditions and guarantees imposed upon the Developer in the Development Agreement.

Now therefore in consideration of the mutual agreements set out in this Amending Agreement the Parties agree:

1. The City may proceed to pass an Assumption Bylaw, as defined in the Development Agreement, for the assumption of the Roadways;
2. The Developer agrees that notwithstanding the passage of the Assumption Bylaw and the assumption of the Roadways by the City, the Developer shall remain as fully responsible and liable for the various obligations and terms and conditions and guarantees imposed upon the Developer by the Development Agreement as if the Assumption Bylaw had not been passed until completion of all the various obligations and terms and conditions imposed by the Developer;
3. Snowplowing shall be provided by the City at the established standard notwithstanding that at least one lot has been developed with a residential dwelling.

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

Signed and Sealed in)
the presence of)

1345039 Ontario Ltd.

Developer's Seal)
(if applicable))

President – Karl Pedersen

)
)
)
)
)
)
)
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. 2015-136

**Being a by-law to amend By-law No. 2012-039, as amended
being a by-law to adopt Schedules of Departmental User Fees
and Services for the City of Temiskaming Shores – Schedule
“E” Planning, By-law and Building Services**

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-013-2015 “Accessibility Upgrades – Application Fees”; Administrative Report No. CGP-018-2015 and Supplemental Administrative Report No. CGP-018-01-2015 “Amendments to By-law No. 2013-052 Building Permit Fees” resulting in the adoption of By-law No. 2015-093 and By-law No. 2015-094;

And whereas By-law No. 2015-093 and By-law No. 2015-094 amend fees contained in Building By-law No. 2013-052 resulting in the need to amend By-law No. 2012-039: (Pool Fitness – Fee Schedule) at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend By-law 2012-039 (Fees By-law) incorporating these fee changes;

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

1. That Council hereby amends Schedule “E” to Fees By-law No. 2012-039, as amended, Planning, By-law and Building Services by adding the following:

Planning, By-law and Building Services				
	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
<i>Row No.</i>	<i>Class of Permit or Fee</i>	<i>Fee per \$1,000 (k) or portion thereof of the cost of valuation of construction or a minimum fee amount</i>		
		<i>2013</i>	<i>2014</i>	<i>2015</i>
12	A building permit for an Accessible Upgrade	N/A	N/A	\$50
13	An order that has been issued	N/A	N/A	\$200
14	A building permit application for which construction has started	N/A	N/A	Application permit fee shall be doubled

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

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

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores
By-law No. 2015-137
Being a by-law to authorize the Sale of Land to G & W
Jelly's Ltd. Roll No. 54-18-020-001-027.21

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 By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report No. CGP-029-2015 at the Regular meeting of Council on June 16, 2015 and deemed it desirable to enter into an Agreement of Purchase and Sale with G&W Jelly's Ltd. for municipal real property;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between G&W Jelly's Ltd. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Dymond Concession 1 North Part Lot 6; Part 12 on Reference Plan 54R-3480; Parcel 21726SST; Temiskaming Shores, District of Timiskaming to G&W Jelly's Ltd. in the amount of \$25,000 plus H.S.T. and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

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

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

Mayor – Carman Kidd

Clerk – David B. Treen

OFFER TO PURCHASE

~~G.W. JELLY Ltd.~~ G & W Jelly's Ltd.

(as "Purchaser"), having inspected the property, hereby agree to and with

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES,

(as "Vendor") to purchase the property being: 4314

DYMOND CON 1 N PT LOT 6 BG; RP 54R3480 PART 12 PCL 21726SSST;
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (744046 Brazeau Blvd)

(herein called the "Real Property") at the price of ~~FIFTY THOUSAND DOLLARS~~ **(\$25,000.00)** payable **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)** to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing substantially in the form attached hereto as Schedule "A" failing which this Offer to Purchaser shall be null and void and the deposit returned to the Purchaser without any reduction or interest. Only the Vendor may waive this condition at its option.

RELEASE OF INFORMATION:

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

DEFICIENCY NOTICES AND WORK ORDERS:

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

ADOPTION OF LSUC - OBA DOCUMENT REGISTRATION AGREEMENT

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for

electronic registration.

ACCEPTANCE:

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE:

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

REQUISITIONS:

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

SURVEYS AND DOCUMENTS:

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

CLOSING:

This Agreement shall be completed on or before June 30, 2015 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

INSPECTION OF PROPERTY:

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and

understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

ADJUSTMENTS:

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

COSTS:

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

PLANNING ACT COMPLIANCE:

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

SPOUSAL CONSENT:

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

RESIDENCY OF VENDOR:

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

FACSIMILE:

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

COUNTERPART:

This agreement may but need not be executed in counterpart.

TIME OF ESSENCE:

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.:

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act*, 2009, S.O. 2009, C.34, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

REPRESENTATIONS AND WARRANTIES:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

TENDER:

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

COSTS OF REGISTRATION:

Each party to pay the costs of registration and taxes on his own documents.

KEMP PIRIE

GENDER:

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

SIGNED, SEALED AND DELIVERED this 5th day of June, 2015.
in the presence of:

Purchaser: G.W. Jelly Towing.

Per: 
Tom Jelly, President

I have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this ^{8th} ~~10th~~ day of ^{June 2015} ~~July, 2013~~.

Vendor: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

nlq
German Kidd, Mayor


Christopher W. Oslund, City Manager/Deputy Clerk

We have authority to bind the Corporation.

Purchaser's Address:
G.W. Jelly Towing Ltd. G+W Jelly's Ltd.
744108 Brazeau Blvd.
New Liskeard, ON P0J 1P0
Attn: Tom Jelly

Phone Number: (705)647-5751
Fax Number: (705)647-5980

Purchaser's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp
Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

Vendor's Address:
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0
Attn: David B. Treen, Clerk

Phone Number: (705)672-3363ext 4136
Fax Number: (705)672-3200

Vendor's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp
Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

The Corporation of the City of Temiskaming Shores

By-law No. 2015-138

**Being a by-law to amend By-law No. 2007-045, being a
by-law for the adoption of a Municipal Property Tax
Policy**

Whereas Section 306 to Section 389 inclusive of the Municipal Act, S.O. 2001, c.25, as amended, provides legislation with respect to municipal property taxes;

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

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

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

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2007-045 for the adoption of a Municipal Property Tax Policy on September 16, 2008;

And whereas Council considered Administrative Report CS-024-2015 at the June 16, 2015 Regular Meeting of Council directing staff to prepare the necessary by-law to amend By-law No. 2007-045 for consideration at the June 16, 2015 Regular meeting of Council;

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 Schedule "A" to By-law No. 2011-158 by deleting Article 11 and replacing it with the following:

11. Non-Tax Debt

As per Section 398 (1) of the Municipal Act, 2001 identifies debt as "fees and charges imposed by a municipality or local board on a person constitute a debt of the person to the municipality or local board, respectively".

Section 398 (2) states that non-tax debt can be added to the tax roll and collected in the same manner as municipal taxes.

"Section 398 (2) Amount owing added to tax roll – The treasurer of a local municipality may, and upon the request of its upper-tier municipality, if any, or of a local board whose area of jurisdiction includes any part of the municipality

shall, add fees and charges imposed by the municipality, upper-tier municipality or local board, respectively, to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes:

1. *In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.*
2. *In all other cases, any property for which all of the owners are responsible for paying the fees and charges.”*

a) Non-Tax Debt - Other

Procedure:

- i) *All fees and charges will be initially processed thru the Accounts Receivable system as generated by the applicable department.*
- ii) *If an invoice remains unpaid for 60 days or more, a reminder letter will be generated from Accounts Receivable. A deadline for payment will be applied and notification that the unpaid invoice will be added to the tax roll if it remains unpaid past the deadline.*
- iii) *If the invoice remains unpaid after the imposed deadline as stated in the reminder letter, the charge along with all penalty accrued to date will be removed from the Accounts Receivable system and added to the tax roll for collection.*

The scope of fees and charges that will be added to the tax roll if unpaid include but are not limited to the following:

- i) *Facility rentals (hall, ice, equipment, marina, storage, etc.)*
- ii) *Program fees (memberships, registrations, user fees, etc.)*
- iii) *Cemetery fees*

b) Non-Tax Debt – Property Related Charges

Procedure:

- i) *An invoice will be processed for all fees and charges for property related charges.*
- ii) *The invoice will applied directly to the applicable tax account.*
- iii) *If the invoice remains unpaid after the due date as stated on the invoice, penalty will be applied at a rate of 1.25% per month.*

The scope of fees and charges that will be applied directly to the tax roll are not limited to the following:

- i) Returned Cheque Fees for any property related charges*
- ii) Water On/Off Charges*
- iii) Water/Sewer Connection Fees*
- iv) Property Standards Orders and Executions*

2. That is by-law shall come into effect upon its passing.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-139

Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario – Community Transportation Pilot Grant Program

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, through Resolution No. 2015-081 directed staff to submit a funding application to the Age-Friendly Community Planning Grant Program and to the Community Transportation Pilot Grant Program;

And whereas the Ministry of Transportation for the Province of Ontario under the Community Transportation Pilot Grant Program approved funds in the amount of \$40,000 towards;

And whereas Council considered Administrative Report No. RS-016-2015 at the June 16, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Ministry of Transportation for the Province of Ontario;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the enhancement and strengthening the sharing of knowledge of the available transportation services in the City of Temiskaming Shores in the amount of \$40,000, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2015-139

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Ministry of Transportation for the Province of Ontario

For the enhancement and strengthening the sharing of knowledge of the available transportation services in the City of Temiskaming Shores under the Community Transportation Pilot Grant Program

**COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM
TRANSFER PAYMENT AGREEMENT**

THIS COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM TRANSFER PAYMENT AGREEMENT (the “Agreement”) made in quadruplicate and effective as of the _____ day of _____, 2015.

B E T W E E N :

Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario

(the “Province”)

- and -

Corporation of the City of Temiskaming Shores

(the “Recipient”)

BACKGROUND:

The Province has established the Community Transportation Pilot Grant Program (the “Program”) to fund municipalities that partner with community organizations to plan and implement community transportation projects.

The Recipient has applied to the Province for funds to assist the Recipient to carry out a community transportation project and the Province wishes to provide such funds.

The Agreement sets out the terms and conditions applicable to the funding by the Province of the Project.

CONSIDERATION:

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

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;

- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Agreement**” means this agreement entered into between the Province and the Recipient, and includes all of the schedules listed in section 30.1 (Schedules) and any amending agreement entered into pursuant to section 34.1 (Modification of Agreement).

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“**Budget**” means the budget attached to the Agreement as Schedule “B” (Budget).

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Completion Date**” means March 31, 2017.

“**Effective Date**” means the date the Agreement is signed by the last Party.

“**Eligible Costs**” means the costs of the Project described in Schedule “C” (Eligible Costs and Ineligible Costs), Article C.1.0 (Eligible Costs), that are eligible for funding by the Province.

“**Event of Default**” means an Event of Default that is listed in section 14.1 (Events of Default).

“**Expiration Date**” means the date on which the Agreement will expire and is the date set out in section 3.1 (Term).

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“**Ineligible Costs**” means the costs of the Project described in Schedule “C” (Eligible Costs and Ineligible Costs), Article C.2.0 (Ineligible Costs), that are not eligible for funding by the Province.

“**Maximum Funds**” means \$ 40,000.00.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“**Party**” means either the Province or the Recipient, and “**Parties**” means the Province and the Recipient.

“**Program**” means the Community Transportation Pilot Grant Program the Province has established to provide municipalities with the Funds.

“**Project**” means the undertaking described in Schedule “A” (Project Description and Timelines).

“**PSSDA**” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“**Reports**” means the reports described in Schedule “E” (Reporting).

“**Timelines**” means the Project schedule set out in Schedule “A” (Project Description and Timelines).

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any

aspect of the Project, the Funds or both;

- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement;
- (e) at least one community organization the Recipient identified in its Program funding application provides transportation services or has transportation resources or assets, or both;
- (f) the delivery of the services for the Project will begin no later than one year after the Effective Date, and will continue until the Completion Date; and
- (g) fares, as determined by the Recipient, are, and will continue to be until the Completion Date, charged for the community transportation services delivered for the Project.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7 (Reporting, Accounting and Review); and

- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0 (Representations, Warranties and Covenants).

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on September 30, 2017 (the “Expiration Date”) unless terminated earlier pursuant to Article 12.0 (Termination on Notice), Article 13.0 (Termination Where No Appropriation) or Article 14.0 (Event of Default, Corrective Action and Termination for Default).

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** Subject to the terms and conditions of the Agreement, the Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Sub-schedule “D.1” (Payment Plan); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the Province with:
 - (i) the insurance certificate or other proof as the Province may request pursuant to section 11.3 (Proof of Insurance); and
 - (ii) a copy of the Recipient’s by-law or resolution, as applicable, authorizing it to enter into this Agreement and designating the Recipient’s signing officer for the Agreement;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project and the Recipient’s compliance with the terms and conditions set out in the Agreement;

- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1 (Preparation and Submission); and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 13.1 (Termination Where No Appropriation).

4.3 **Use of Funds and Project.** The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only for Eligible Costs and in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or

- (b) demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the Eligible Costs incurred and paid by the Recipient in accordance with the Budget, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund against Eligible Costs.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
 - (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
 - (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.
- 5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- 5.1 **Acquisition.** If the Recipient acquires goods or services, or both, with the Funds, it will:
 - (a) do so through a process that promotes the best value for money; and
 - (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Province's prior written consent and at any time within a period of 10 years following the acquisition of the asset, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded \$5,000.00 at the time of purchase.
- 6.0 CONFLICT OF INTEREST**
- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
 - (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address provided in section 18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements set out in Schedule "E" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2 (Record Maintenance);
 - (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
 - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3 (Inspection), the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- 8.0 COMMUNICATIONS REQUIREMENTS**
- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- 8.3 **Recognition, Promotional Events and Others.** The Recipient will:
- (a) in the event that the Recipient intends to communicate with the media or carry out any promotional event in relation to the Agreement, notify the Province in a timely manner at least 15 days prior to any such communication; and
 - (b) provide, whenever available, professional quality visual or audio-visual material about the Project to the Province to support wider communications about the Project.
- 9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**
- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

10.0 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- 10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 10.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 10.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

11.0 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

11.2 **Reference to Program.** The insurance policy referred to in section 11.1 (Recipient's Insurance) will include, in addition to the provisions listed in that section, a reference to the Program.

11.3 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1 (Recipient's Insurance). Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

12.0 TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset the costs against the amount owing pursuant to paragraph 12.2(b); and
 - (ii) subject to section 4.8 (Maximum Funds), provide Funds to the Recipient to cover such costs.

13.0 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1 (Termination Where No Appropriation), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to paragraph 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.
- 14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**
- 14.1 **Events of Default.** Each of the following events will constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; and
 - (d) the Recipient ceases to operate.

- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;
 - (d) reduce the amount of the Funds;
 - (e) cancel all further instalments of Funds;
 - (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
 - (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- 14.3 **Opportunity to Remedy.** If, in accordance with paragraph 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
 - (b) the Notice Period.
- 14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph 14.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the

actions provided for in paragraphs 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

15.0 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

16.0 FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient will, upon the Expiration Date, return to the Province any Funds remaining in its possession or under its control.

17.0 REPAYMENT

17.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided in section 18.0 (Notice).
- 17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by her Majesty the Queen in right of Ontario.

18.0 NOTICE

- 18.1 **Notice in Writing and Addresses.** Notice will be in writing and delivered by email, postage-prepaid mail, personal delivery or fax, and addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Transportation
Municipal Transit Policy Office
777 Bay St., 30th Floor
Toronto, Ontario M7A 2J8

Attention: Katrina Fernandez,
Administrative Assistant

Fax: 416-585-7343
Email: CTProgram@ontario.ca

To the Recipient:

**Corporation of the City of
Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0**

**Attention: James Franks,
Economic Development Officer**

Fax: 705-672-3200
Email: jfranks@temiskamingshores.ca

- 18.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.
- 18.3 **Postal Disruption.** Despite paragraph 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be received; and
 - (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21.0 WAIVER

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

22.0 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

24.0 GOVERNING LAW

24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

25.0 FURTHER ASSURANCES

25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or

things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

26.0 JOINT AND SEVERAL LIABILITY

26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

27.0 RIGHTS AND REMEDIES CUMULATIVE

27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

28.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

28.1 **Recipient Acknowledges.** The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a “Failure”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

30.0 SCHEDULES

30.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule “A” - Project Description and Timelines;
- (b) Schedule “B” - Budget;
- (c) Schedule “C” - Eligible Costs and Ineligible Costs;
- (d) Schedule “D” - Payments;
 - (i) Sub-schedule “D.1” - Payment Plan; and
 - (ii) Sub-schedule “D.2” – Claim and Payment Procedures; and
- (e) Schedule “E” – Reporting:
 - (i) Sub-schedule “E.1” – Project Status Report;
 - (ii) Sub-schedule “E.2” – Interim and Final Financial Status Report;
and
 - (iii) Sub-schedule “E.3” – Report on Coordinated Community
Transportation Services.

31.0 SURVIVAL

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the Expiration Date or the date of termination of the Agreement: Article 1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph 4.2(d), section 4.7 (Interest), section 5.2 (Disposal), section 7.1 (Preparation and Submission) to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2 (Record Maintenance), 7.3 (Inspection), 7.4 (Disclosure), 7.5 (No Control of Records), 7.6 (Auditor General), Article 8.0 (Communications Requirements), Article 10.0 (Indemnity), subsection 12.2 (Consequences of Termination on Notice by the Province), sections 13.2 (Consequences of Termination Where No Appropriation) and 13.3 (No Additional Funds), section 14.1 (Events of Default), paragraphs 14.2(d), (e), (f), (g) and (h), Article 16.0 (Funds Upon Expiry), Article 17.0 (Repayment), Article 18.0 (Notice), Article 20.0 (Severability of Provisions), section 23.2 (Agreement Binding), Article 24.0 (Governing Law), Article 26.0 (Joint and Several Liability), Article 27.0 (Rights and Remedies Cumulative), Article 28.0 (Acknowledgment of other Legislation and Directives), Article 29.0 (Failure to Comply with Other Agreements), Article 30.0 Schedules), Article 31.0 (Survival), Article 33.0 (Entire Agreement), and Article 34.0 (Modification of Agreement).

32.0 COUNTERPARTS

32.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

33.0 ENTIRE AGREEMENT

33.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.0 MODIFICATION OF AGREEMENT

34.1 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Transportation for the Province of Ontario

by:

Date

Name: Steven Del Duca
Title: Minister of Transportation

Corporation of the City of Temiskaming Shores

by:

Date

Name:
Title:

by:

Date

Name:
Title:
I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

PROJECT BACKGROUND

Transportation for all members of the City of Temiskaming Shores (the “City”) is an important component in maintaining the independence of Temiskaming residents. There are a number of transportation services already available in Temiskaming Shores, including:

- 1) Temiskaming Transit, which through a cost-shared approach, offers transportation services service between the City of Temiskaming Shores and the Town of Cobalt;
- 2) Temiskaming Shores Taxi provides 24-hour reliable transportation service from curb-to-curb to destinations around the region; however, this service does not provide fully accessible vehicles;
- 3) Timiskaming Home Support provides curb-to-curb transportation for seniors to destinations within the Timiskaming District using a wheelchair accessible vehicle; and
- 4) North Eastern Patient Transfer Services provides 24-hour patient transfers between hospitals and receiving facilities or residences, and transports seniors and persons with disabilities to appointments. In addition, a fully accessible bus and van are used for "on demand" and assisted transportation service for those with mobility restrictions requiring transportation for shopping, cultural activities and family events.

However, there is a limited knowledge base of transportation service in the area, resulting in unused capacity and gaps in service. The City has identified a need to coordinate these transportation services, and to match users with the appropriate service providers. The City also faces the challenge of a large geographic area with a low population density in comparison to Southern Ontario municipalities. This makes it difficult to provide effective transportation services to meet the needs of the community as a whole. Therefore, it is important to increase awareness of existing services to ensure residents are aware of their options, as this will remove barriers for accessing and participating in the community.

PROJECT DESCRIPTION AND OBJECTIVES

The purpose of this Project is to enhance and strengthen the sharing of knowledge of the available transportation services in the City of Temiskaming Shores.

The creation of a database of existing transportation services will facilitate the coordination and communication of the range of available transportation services in the community. The service will assist with matching riders with the most appropriate option for the type of trip being made. This will empower residents to select the right fit for their own circumstances, and will also improve service levels in our region by optimizing

services within current budgets. The transportation service providers will benefit from coordinated transportation services gaining an increased presence in the community achieved through shared marketing materials, which may lead to generation of new users and an expanded client base. The community organizations will benefit by bringing together organizations of mutual interest to create networking opportunities. These opportunities will generate an informal referral process between partners, and their contribution of time (in-kind) at consultation sessions, will lead to increased collaboration and development of ideas that will result in improved local transportation services. The Project will also create a forum for public feedback, providing community organizations with the opportunity to better understand the needs of the public.

SCOPE OF COMMUNITY TRANSPORTATION SERVICE

The Project involves collaboration between existing transportation providers to share marketing services, which will streamline the trip referral process and will create a central point of access for information. The creation of an outreach program to disseminate this information will help raise awareness of services available to improve the mobility options for individuals who do not have access to their own vehicle or alternatives, including seniors, persons with disabilities, and others.

The Project includes hiring a coordinator to create an inventory of existing transportation services in the region, to create a database of these resources, and to develop promotional material and an outreach program to market this tool. This will be completed by presenting material to relevant organizations and by making the information available by using a variety of methods, including: pamphlets, newspapers, web, social media, etc. This information will be marketed directly to the public, to agencies, and to businesses to highlight the transportation modes available, which will better utilize existing transportation resources.

Each community organization the Recipient identified in its Program funding application is incorporated and has been in operation for at least one year prior to January 30, 2015. The community organization will participate in the Project as described in the Recipient's Program funding application until the Completion Date.

DATE COMMUNITY TRANSPORTATION SERVICE TO BE IN PLACE

The joint marketing materials and promotion of services will be in place by May 31, 2016.

PROJECT TIMELINES

The joint marketing materials and promotion of services will be in place by May 31, 2016. Project tasks are anticipated to be 75% complete by January 31, 2016.

Confidential – Draft # 1 – April 30, 2015
 Community Transportation Pilot Grant Program TPA
 For MTO and Municipality Discussion Purposes Only
 Not for Further Distribution

Table 1: Project Workplan

Project Task	Time Frame	Anticipated Results	Responsibility	Performance Indicator
Media Release	April 2015	Press Conference	City	Press conference hosted and project funding reported in local media.
Hire Coordinator	June – July 2015	Advertise (June); Interview (July), Select (July)	City	Coordinator hired.
Seek Stakeholders	August – September 2015	Initiate contact (reach out)	Coordinator	Completion of stakeholder list
Community Forum and Build Partnerships	October 2015	Public Meeting	Coordinator	Afternoon forum for those with mobility restrictions and the organization representing them.
Formation of a Steering Committee	November 2015	Establish principles for the committee for guiding the project	Coordinator	Committee Formed
Define Local Principles	December 2015	Discuss Priorities	Coordinator/ Steering Committee	Local principles defined
Local Needs Assessment	January – February 2016	Data collection; identify gaps/opportunities; inventory of existing services, creation of data base services	Coordinator/ Steering Committee	Needs assessment and data base completed
Action plan for marketing based on local needs assessment	March 2016	Community needs assessment analysis; develop marketing strategies to address gaps; develop action plan to meet goals and objectives	Coordinator/ Steering Committee	Action plan completed
Marketing Activities	April-May 2016	Develop marketing materials to release using various communication methods.	Coordinator	Marketing material publicly available
Community Forum	June 2016	Update community on action plan and receive feedback, fine-tune, etc.	Coordinator	Forum completed
Evaluation and Update of Information	July 2016 – March 2017	Ongoing analysis of transportation services in community to raise awareness to ensure users are in contact with a company to best serve their needs	Existing City Staff	Measure of Success
Final Report	March 2017	Final report for the completion of the project to the Ministry.	Existing City Staff	Completion and Submission of Final Report

SCHEDULE “B”

BUDGET

Table B.1: Community Transportation Project Budget

Project Budget				
Item and Description	Cost	Funding Breakdown (Amount by Source)		
		Province	Recipient	Other Sources*
Staff				
Coordinator Salary	\$45,000.00	\$22,475.00		\$22,475.00
Coordinator Benefits	\$4,950.00	\$2,475.00		\$2,475.00
Public Outreach and Communication Materials				
Marketing materials and advertising expenses	\$13,550.00	\$13,550.00		
Event-Related Expenses				
Forum (3X\$500)	\$1,500.00	\$1,500.00		
Total	\$65,000.00	\$40,000.00		\$25,000.00
2015-16 Funding Year Total		\$36,000.00		
2016-17 Funding Year Total		\$4,000.00		

*Age-Friendly Community Plan Grant Program

SCHEDULE “C”

ELIGIBLE COSTS AND INELIGIBLE COSTS

C.1.0 ELIGIBLE COSTS

- C.1.1 Eligible costs are the costs that are directly related to and necessary for the successful completion of the Project and that are incurred and paid after the Effective date of the Agreement and prior to the Completion Date. No expenditures incurred outside of this period will be eligible for payment under the Program.
- C.1.2 Eligible costs must be documented through paid invoices or original receipts, or both.
- C.1.3 Provided that the above-noted general eligibility criteria are met, Eligible Costs may include:
- (a) Salary and benefits of a coordinator responsible for planning and implementing coordinated community transportation services;
 - (b) Consultant services to assist the Recipient and community organization(s) in implementing coordinated services (e.g., to assist in the implementation of information technology or the facilitation of cooperative initiatives between the municipality and community organizations);
 - (c) Purchase and implementation of a contact number or website, or both;
 - (d) Purchase and implementation/installation of software or hardware, or both;
 - (e) Acquisition of community transportation services (e.g., vehicles, drivers, booking and dispatch services) that are part of the Project;
 - (f) Legal services for the drafting of legal agreements;
 - (g) Costs of holding and facilitating meetings/consultation events/workshops with community transportation organizations for the Project;
 - (h) Training costs related to the implementation of the Project;
 - (i) Ontario-only travel and accommodation costs directly related to the planning and implementation of the Project. Expenses must align with the *Government of Ontario’s Travel, Meal and Hospitality Expenses Directive*;
 - (j) Facilities costs of centralizing functions;
 - (k) Public outreach, communications materials and activities to promote the Project and service;
 - (l) Equipment, supplies and materials associated with the implementation of the Project; and

- (m) Other costs not indicated in the Budget that are, in the opinion of the Province, considered necessary for the completion of the Project, and have been approved in writing prior to being incurred.

C.2.0 INELIGIBLE COSTS

The following costs are Ineligible Costs:

- C.2.1 Cash prizes or direct subsidies to individuals, including multi-use transit passes for services that are not related to the Project;
- C.2.2 Food and beverages;
- C.2.3 Refundable goods and services tax, pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E. 15, as amended, or other refundable expenses;
- C.2.4 Costs associated with obtaining necessary approvals, licences or permits where the Recipient is the entity providing the approval, license or permit;
- C.2.5 Litigation costs incurred by the Recipient in any legal proceedings;
- C.2.6 Costs incurred before the Effective Date and after the Completion Date of the Agreement; and
- C.2.7 Other costs which are not specifically listed as Eligible Costs under this Schedule “C” (Eligible Costs and Ineligible Costs) and which, in the opinion of the Ministry, are considered to be ineligible.

SCHEDULE “D”

PAYMENTS

SUB-SCHEDULE “D.1” - PAYMENT PLAN

Subject to Sub-schedule “D.2” (Claim and Payment Procedures) of this Schedule “D” (Payments), the projected timing and amounts of the payments to be made pursuant to the Agreement is illustrated in the table below.

MILESTONE	MILESTONE PAYMENT AMOUNT
1. Receipt, as of the Effective Date, of the following: <ul style="list-style-type: none"> • Certificate of Insurance; and • By-law or resolution designating signing officer and authorizing the Project. 	Up to \$ 20,000.00
2. Receipt, as required pursuant to Sub-schedule “D.2” (Claim and Payment Procedures) and upon completion of 75% of the Project, of the following Reports from the Recipient: <ul style="list-style-type: none"> • the Project Status Report (see Sub-schedule “E.1”); and • the Interim Financial Report (see Sub-schedule “E.2”). 	Up to \$ 16,000.00
Receipt, as of the Completion Date, of the following Reports from the Recipient as required pursuant to Sub-schedule “D.2” (Claim and Payment Procedures): <ul style="list-style-type: none"> • the Final Financial Report (see Sub-schedule “E.2”); and • the Report on Coordinated Community Transportation Services (see Sub-schedule “E.3”). 	Up to \$ \$4,000.00

Note: The Province reserves the right to request additional information it deems necessary from the Recipient prior to making any milestone payment.

SCHEDULE “D” – PAYMENTS

SUB-SCHEDULE “D.2” - CLAIM AND PAYMENT PROCEDURES

- D.2.1 The submission of all documents listed under each Milestone under Sub-schedule “D.1” (Payment Plan) shall constitute a claim under that Milestone.
- D.2.2 The Recipient agrees that each claim shall be submitted to the Ministry within 60 days of:
- (a) in the case of Milestone 1, the Effective Date;
 - (b) in the case of Milestone 2, achieving 75% of Project completion; and
 - (c) in the case of Milestone 3, after the Completion Date.
- D.2.3 The Ministry may request additional information from the Recipient prior to processing a payment and the Recipient shall make every effort to provide the information within 30 days of the request.
- D.2.4 Subject to the terms and conditions set out in the Agreement, including annual appropriations, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within 30 days of receipt, to the Province’s satisfaction, of a claim fully completed in accordance with this Sub-schedule “D.2” (Claim Payment and Procedures), and evidence that a Project milestone has been completed. The Province will under no circumstance be liable for interest for failure to make a payment within the time limit set out in this Sub-schedule “D.2” (Claim Payment and Procedures).
- D.2.5 The Ministry shall have no obligation to pay a claim submitted more than 60 days after the Completion Date.

SCHEDULE “E”

REPORTING

Name of Report	Due Date
1. Project Status Report	By March 31, 2016, unless otherwise specified by the Province
2. Interim Financial Report	By March 31, 2016, unless otherwise specified by the Province
3. Final Financial Report	By May 31, 2017, unless otherwise specified by the Province
4. Report on Coordinated Community Transportation Services	By May 31, 2017, unless otherwise specified by the Province
5. Reports, including records and documentation, specified from time to time	On a date or dates specified by the Province
6. Participation in Post-program Evaluation	To be specified by the Province

Note: The Province reserves the right to request additional financial information on the Project as it may deem necessary.

1. Project Status Report:

The Recipient will prepare a report on the implementation of the Project that confirms 75% completion and indicates the relevant milestones completed. The report should reflect the work plan in Schedule “A” (Project Description and Timelines).

2. Financial Reports:

The Recipient will prepare an Interim Financial Report and a Final Financial Report containing a statement of Project expenditures incurred and paid to date, the Funds received, interest earned, other funding sources broken down by category. The financial reports will reflect actual Project expenditures and will provide an explanation for any variances. See Schedule “E.2” (Interim and Final Financial Status Report) for details.

The Interim Financial Report should, if there are variances or changes in the Budget or

the Project expenditures, include a revised forecast of the Budget up to the Completion Date. See Schedule “E.2” (Interim and Final Financial Status Report) for details.

Additional detailed financial reporting may also be required from the Recipient to reflect the amount of Funds received for the Project and the Project expenditures that occurred during the Funding Year.

3. Report on Coordinated Community Transportation Services:

The Recipient will be required to submit a report on the Project implementation and the resulting coordinated community transportation services. See Sub-schedule “E.3” (Report on Coordinated Community Transportation Services) for details.

4. Participation in Post-Program Evaluation:

The Recipient will, if requested by the Province, participate in any post-program evaluation events or activities after the Completion Date. This may include:

- Completing a survey on the Program, the Project and outcomes of the Project;
and
- Participating in information sessions on community transportation to report on the Project, Recipient’s experiences, and lessons.

SUB-SCHEDULE “E.1”

COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM

PROJECT STATUS REPORT

Name of Recipient (municipality): _____

Report submitted by: _____

Telephone: _____

Email: _____

Date: _____

Project Status

Provide a summary of the Project status to date. Include any issues, concerns or challenges related to the implementation of community transportation service, and the actions taken or to be taken to address them.

Insert information from your approved Project work plan in Schedule “A” (Project Description and Timelines). Indicate all tasks, status and any completion dates. Indicate the 75% milestone reached.

Project Task	Description	Projected Date of completion	Actual Date of completion	Status/Comments

SUB-SCHEDULE “E.2”

**COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM
 INTERIM AND FINAL FINANCIAL STATUS REPORT**

Name of Recipient (municipality): _____

Report submitted by: _____

Telephone: _____

Email: _____

Date: _____

Financial Statement

Complete the table below using information from the Budget in Schedule “B” (Budget).
 Include any approved revisions and adjustments to the Budget.

Recipient Name								
Interim Financial Report								
Item and Description	Initial Cost	Spending to Date				Revised Project Cost	Variance (Initial Cost less Spending to Date)	Explanation ¹
		Spending to Date	Provincial Portion	Recipient Portion	Other Funding (Identify Source)			
If item is not included in original Budget, list it with a zero cost.								
Total								

Recipient Name							
Final Financial Report							
Item and Description	Initial Cost	Total Spending	Provincial Portion	Recipient Portion	Other Funding (Identify Source)	Variance (Initial Cost less Total Spending)	Explanation¹
Total							

1. Explanation of Variances

Provide explanations of any variances indicated in the Variance column. Include any variances between the funding from other sources budgeted and actual funding received with explanations.

SUB-SCHEDULE “E.3”

COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM

REPORT ON COORDINATED COMMUNITY TRANSPORTATION SERVICES

Name of Recipient (municipality): _____

Report submitted by: _____

Telephone: _____

Email: _____

Date: _____

1. Transportation Needs in the Community – Include description of available transportation service and service levels prior to the Project. Use the performance indicators selected in the Recipient’s Program funding application, as applicable.
2. Coordinated Community Transportation Service Implementation –
 - a. Describe the new or enhanced services;
 - b. Indicate the timeframe of the implementation, the date the service was implemented, and describe the process of implementation;
 - c. Describe any technology/software utilized;
 - d. Describe any resources and/or assets shared;
 - e. Describe optimization of services (unused capacity, leveraging duplication of service); and
 - f. Describe any centralizing functions and/or standardization of procedures.
3. Project Partnership and Collaboration – Describe the partnership between municipality and community organization(s) and the collaboration that contributed to the Project.
4. Project Outcomes – Compare service levels prior to the Project to the new service levels achieved – including performance indicators. Use the performance indicators selected in the Recipient’s Program funding application, as applicable. Describe the overall impact to the community.
5. Community Feedback – Provide any feedback from your ridership and the broader community.

6. Lessons Learned – Describe the challenges and lessons learned from your Project and any recommendations that could be shared with other municipalities or community organizations.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-140

Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship, Immigration and International Trade – Age Friendly Community Planning Grant Program

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, through Resolution No. 2015-081 directed staff to submit a funding application to the Age-Friendly Community Planning Grant Program and to the Community Transportation Pilot Grant Program;

And whereas the Ministry of Citizenship, Immigration and International Trade under the Community Planning Grant Program approved funds in the amount of \$25,000 towards the establishment of an Age Friendly Community Action Plan;

And whereas Council considered Administrative Report No. RS-016-2015 at the June 16, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Ministry of Citizenship, Immigration and International Trade;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship, Immigration and International Trade for the establishment of an Age Friendly Community Action Plan in the amount of \$25,000, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-140

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Ministry of Citizenship, Immigration and International Trade

For the establishment of an Age Friendly Community Action
Plan under the Age-Friendly Community Planning Grant
Program Case No. 2014-11-1-53061429

**ONTARIO FUNDING AGREEMENT
AGE-FRIENDLY COMMUNITY PLANNING GRANT PROGRAM
Grants Ontario Case #: 2014-11-1-53061429**

THE AGREEMENT effective as of June 15, 2015

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship, Immigration and
International Trade**

(the "Province")

- and -

THE CITY OF TEMISKAMING SHORES

(the "Recipient")

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

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

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

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

“Additional Funding Requirements” means the requirements as specified in Schedule “A”.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“Budget” means the budget attached to the Agreement as Schedule “C”.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Expenses” means costs incurred as of the date of the Minister’s Approval letter, and which are determined by the Province in its sole discretion to be reasonable, necessary and directly incurred and paid by the Recipient for goods, equipment or services related to carrying out the Project as described in Schedule “B” and as such costs may be further described in Schedule “C”.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 26.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on June 15, 2015 and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the first Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Maximum Funds” means approved up to \$25 000.00

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “B”.

“Project End Date” means the last date when Eligible Expenses can be incurred for this Project.

“Reports” means the reports described in Schedule “A”.

“Timelines” means the Project schedule set out in Schedule “B”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Recipient represents and warrants that:

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

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **June 30, 2016** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "A"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2, and any Additional Funding Requirements as may be described in Schedule "A";
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province shall only provide Funds for Eligible Expenses incurred by the Recipient on or before the Project End Date;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (e) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 13.1.
- 4.3 **Use of Funds and Project.** The Recipient shall:
 - (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
 - (b) use the Funds only for the purpose of carrying out the Project; and
 - (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
 - (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:
 - (a) it shall do so through a process that promotes the best value for money; and

- (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
 - (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province all Reports in accordance with the timelines and content requirements set out in Schedule "A", or in a form as specified by the Province from time to time;
 - (b) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall keep and maintain:

- (a) all financial records (including invoices and proof of payments) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

8.1 **Notice of Publicity and Marketing:** The Recipient shall give the Province notice of its media events and marketing materials in accordance with the protocol attached to the Agreement as Schedule "E".

8.2 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project using the statement provided below..

Funded by the Government of Ontario

- 8.3 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

**ARTICLE 13
TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

**ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty,

covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (d) the Recipient ceases to operate; and
 - (e) an event of Force Majeure that continues for a period of sixty (60) days or more.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

**ARTICLE 18
NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry Citizenship, Immigration and
International Trade, Ontario Seniors
Secretariat
Ontario Government Complex, Hwy
101 E, PO Box 3085
South Porcupine, ON P0N 1H0

Attention:
Tanya Litt
Tanya.Litt@ontario.ca

To the Recipient:

The City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0

Attention:
Mrs. Tammie Caldwell
Director of Recreation
tcaldwell@temiskamingshores.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 19
CONSENT BY PROVINCE**

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision

of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 WAIVER

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 INDEPENDENT PARTIES

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 25 FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 Failure to Fulfil Obligations. Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 27
SURVIVAL**

27.1 Survival. The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 28
SCHEDULES**

28.1 Schedules. The Agreement includes the following schedules:

- (a) Schedule "A" - Project Specific Information and Additional Provisions;
- (b) Schedule "B" - Project Description and Timelines;
- (c) Schedule "C" - Budget; and

- (d) Schedule "D" - Requirements for Use of the Ontario Logo and Acknowledgement of Funding.
- (e) Schedule "E" – Communications Protocol

**ARTICLE 29
COUNTERPARTS**

- 29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 30
JOINT AND SEVERAL LIABILITY**

- 30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE**

- 31.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 32
BPSAA**

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**ARTICLE 34
ENTIRE AGREEMENT**

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship, Immigration and
International Trade**

Name: Abigail Katz Starr
Title: Director, Ontario Seniors Secretariat

Date

THE CITY OF TEMISKAMING SHORES

Name: Christopher Oslund
Title: City Manager

Date

I have authority to bind the Recipient.

SCHEDULE "A"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	Lesser of \$25,000.00
Funding Instalments	<p>Subject to section 4.2 of this Agreement,</p> <ul style="list-style-type: none"> I. Initial Payment of sixty percent (60%) of the maximum funding amount upon execution by both parties of the Agreement; II. Up to twenty-five percent (25%) of the maximum funding amount upon receipt and acceptance of a satisfactory Interim Report; III. Up to fifteen percent (15%) of the maximum funding amount or applicable portion of eligible cash expenditures upon receipt and acceptance of a satisfactory Final Report.
Address for notice if to the Province	<p>Ministry of Citizenship, Immigration and International Trade Regional Services Branch</p> <p>Tanya Litt Ontario Government Complex, Hwy 101 E, PO Box 3085 South Porcupine, ON P0N 1H0 (705) 235-1557 Tanya.Litt@ontario.ca</p>
Address for notice if to the Recipient	<p>APPLICANT/PRIMARY CONTACT PERSON</p> <p>Mrs. Tammie Caldwell Director of Recreation 325 Farr Drive Haileybury, ON P0J 1K0 (705) 672-3363 tcaldwell@temiskamingshores.ca</p>

<p>Reporting</p>	<p>An Interim Report is due: 3/1/2016 and must include the following:</p> <ul style="list-style-type: none"> • A copy of your organization's general ledger of account for this project reflecting cash transactions earned and incurred up to the Interim Report due date. • An expenditure forecast that reflects total eligible project costs as of the Interim Report due date through Project End Date; and • A completed Interim Report Form, signed on behalf of the Recipient by an authorized signing officer. <p>A Final Report is due on or before: 3/1/2017 and must include the following:</p> <ul style="list-style-type: none"> • Copies of invoices and proof of payment for all eligible cash expenditures incurred on or before the Project End Date. N.B.: A print-out of your organization's general ledger of account that supports actual project expenditures can serve as proof of payment; • A copy of all reports and publications produced as part of the Project including samples indicating how the Province's support has been acknowledged; • A completed Final Report Form, signed on behalf of the Recipient by an authorized signing officer, and • Any other details that may be requested by the Province. <p>Interim and Final Report Forms can be obtained from your local Ministry contact or downloaded from the Grants Ontario web portal.</p>
<p>Additional Funding Requirements</p>	<p>The Province will not provide any Funds to the Recipient until the Recipient has provided:</p> <ul style="list-style-type: none"> • Certificate of Insurance

SCHEDULE "B"
PROJECT DESCRIPTION AND TIMELINES

PROJECT DESCRIPTION AND TIMELINES	
Project Title and Description	<p>City of Temiskaming Shores Age-Friendly Community Action Plan</p> <p>establish an AFC committee, do a local needs assessment, and develop an action plan for implementation.</p>
Project End Date	<p>12/31/2016</p> <p>N.B.: No eligible expenses will be funded after this date.</p>
Timelines (Key project milestones and activities)	<p>As per Project Work Plan (section G3) of your application for funding under the Age-Friendly Communities Planning Grant Program.</p> <p>In summary, this project will: establish an AFC committee, do a local needs assessment, and develop an action plan for implementation.</p>

N.B.: Pursuant to Article 4.4 of this Agreement, the Recipient will not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

**SCHEDULE "C"
BUDGET**

- The Province will provide funds of up to \$ 25,000.00 to the Recipient to carry out the Project.
- The Recipient's total revenues and expenses related to the Project are detailed in Table 1.
- Project funding may only be used to support expenses detailed below.
- No ineligible expenses will be funded by the Province. Ineligible expenses are listed at the end of this Schedule.
- As part of the reporting requirements, the Recipient is required to report on the interim and final status of the project, and actual expenditures.
- The final payment is contingent on receipt and acceptance of a satisfactory Final Report, including invoices and appropriate proof of payments.
- The final payment will be adjusted and made based on actual project expenditures.

TABLE 1 — TOTAL OPERATING REVENUES AND EXPENSES

REVENUES (Cash)	AMOUNT
Community Transportation Pilot Grant Program	\$ 40,000.00
Age Friendly Community Planning Grant	\$ 25,000.00
TOTAL	\$ 65,000.00
PROJECT FUNDED EXPENSES (Cash)	AMOUNT
Coordinator (salary)	\$ 45,000.00
Benefits	\$ 4,950.00
Forums (3 x\$500.00)	\$ 1,500.00
Marketing/promotion	\$ 13,550.00
TOTAL	\$ 65,000.00

INELIGIBLE PROJECT EXPENSES

- Capital projects, including renovations or upgrades to buildings.
- On-going operating or regular planning activities. This includes regular maintenance and operating expenses, core administrative and overhead costs such as rent, office supplies, telephone, and communications services such as internet.
- Acquisition of long-term assets such as computers, laptops, printers or other technology.
- Website development or upgrades.
- Development of architectural, engineering or other design drawings for the construction or renovation of facilities providing services to seniors, including housing.
- Fundraising, lobbying or sponsorship campaigns.
- Legal, audit or interest fees.
- Purchase of vehicles, fuel that is not related to supporting the project, and vehicle insurance
- Grants or funding to other organizations
- Credit and non-credit courses at a college or university
- Deficit reduction plans
- Project components already completed or funded by another organization
- Any costs incurred for initiatives held outside Ontario.
- Capital costs related to permanent structures (e.g., materials, labour, vehicles, land acquisition, purchase of equipment for project construction, computers, etc.).
- Alcohol

SCHEDULE "D"
REQUIREMENTS FOR USE OF THE ONTARIO LOGO AND
ACKNOWLEDGMENT OF FUNDING

Below are the requirements for use of the Ontario logo and acknowledgment of funding in all print and electronic communications, reports and publications produced in relation to the Project:

1. The Ontario logo should be used only as provided. The visual or structural relationship may not be changed in any way.
2. In most applications (e.g. business stationery), the Ontario logo appears in a black against a white or light background, e.g.



or, in white against a black or dark background, e.g.



There is no colour version of the logo. Digital files of the Ontario logo, in three formats (eps, tif and jpg) will be provided by the Province.

3. When accompanying other corporate logos, the Ontario Logo should be the same size.
4. The ministry name should not be used with the Ontario logo. Acknowledgement is of the **Government of Ontario** not the Ministry or Secretariat. The following are the two most common tag lines:

Funded by the Government of Ontario

or

Funding provided by the Government of Ontario

SCHEDULE "E"
GRANT RECIPIENT COMMUNICATIONS PROTOCOL
MEDIA, MARKETING AND ACKNOWLEDGMENT PROTOCOL

As part of the Province's effort to build awareness of programs for seniors, it may hold media events about or otherwise publicize its programs, including the Project.

This protocol applies to your own media and marketing efforts.

If you have any questions about this protocol, please contact the Ontario Seniors' Secretariat. *All notices of media events and advance copies of marketing materials should go to:*

Ontario Seniors' Secretariat, Age-Friendly Community Planning Grant Program, Infoseniors@ontario.ca

1. Media Events

- a. You must notify the Ontario Seniors' Secretariat if you plan to hold any media event in relation to the Project. Provide a minimum of seven business days' notice of the date and location of any event. Include details about anticipated attendance, invited guests and speakers. If there will be an announcement to the media and public, provide this a minimum of 7 business days' notice of its release.
- b. You may wish to consider inviting Members of Provincial Parliaments or other elected officials to your event.

2. Marketing Materials

- a. Marketing materials include but are not limited to brochures, reports, oral presentations or interviews, relating to the Project.
- b. You must provide the Province with advance copies of your marketing materials 7 business days prior to their distribution to the public, for information.

3. Acknowledgment of Province's Support

As provided in Article 8 of this Agreement, you must acknowledge funding from the Province in any publication, unless otherwise directed. This includes any oral or written publication.



The Corporation of the City of Temiskaming Shores

By-law No. 2015-141

**Being a by-law to adopt the Delegation of Powers and Duties
Policy for the City of Temiskaming Shores**

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

Whereas under Section 270 (1)(6) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

And whereas Council considered Administrative Report CS-023-2015 at the June 16, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law for the adoption of a Delegation of Powers and Duties Policy for the City of Temiskaming Shores;

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

1. That Council for the City of Temiskaming Shores hereby adopts a Policy for the Delegation of Powers and Duties, a copy of which is attached hereto as Schedule "A" 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. 2015-141

Delegation of Powers and Duties Policy

Delegation of Powers and Duties Policy

Purpose

Section 270 of the *Municipal Act, 2001* as amended (the "Act") requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority.

The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the Act in order to comply with its other applicable sections, including section 270. This Policy applies to all committees of Council, departments and staff.

Definitions

- i. **Legislative Powers** includes all matters where Council acts in a legislative or quasi-judicial function including enacting by-laws, setting policies, and exercising decision making authority;
- ii. **Administrative Powers** includes all matters required for the management of the corporation which do not involve discretionary decision making.

Policy Statement

The Council of The Corporation of the City of Temiskaming Shores, as a duly elected municipal government is directly accountable to its constituents for its legislative decision making, policies and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to designated staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of certain legislative and administrative functions. Council authority will be delegated within the context set out in the Act and will respect the applicable restrictions outlined in the Act.

Policy Requirements

1. All delegations of Council powers, duties or functions shall be effected by by-law;
2. Unless a power, duty or function of Council has been expressly delegated by by-law, all of the powers, duties and functions of Council remain with Council;
3. A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the City Manager or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence;

4. Subject to section 3, a person whom a power, duty or function has been delegated by by-law has no authority to further delegate to another person any power, duty or function that has been delegated, unless such sub-delegation is expressly permitted;
5. Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the Act;
6. Administrative matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act;
7. Council has authorized the delegation of specific administrative matters to those individuals listed in Appendix 01 subject to the terms set out therein.

General Delegation Limits and Rules

In exercising any delegated power, the delegate shall ensure the following:

- Any expenditure related to the matter shall have been provided for in the current year's budget (or as authorized by the City's Purchasing By-law);
- The scope of the delegated authority shall not be exceeded by the delegate;
- Where required by the specific delegated authority, reports shall be submitted to Council advising of exercise of a delegated power and confirming compliance with the delegated authority and this policy;
- All policies regarding insurance and risk management shall be complied with;
- Delegates shall ensure the consistent and equitable application of Council policies and guidelines;
- Any undertaking or contract with a third party shall be subject to the approval of the City Manager.

Appendix 01

Delegation of Powers and Duties

1. City Manager

The following duties and responsibilities are delegated to the City Manager.

- 1.1 to direct and coordinate the business of the City in all its branches and departments in accordance with the policies and plans established and approved by Council;
- 1.2 to direct and coordinate the preparation of plans and programs to be submitted to the Council and to the appropriate Committees of Council for the development, construction, maintenance, improvement and rehabilitation of the City property and facilities and for the development and improvement of City services;
- 1.3 to direct and coordinate the compilation, consideration and presentation to Council, and the appropriate Committees, recommendations arising from departmental operations, which require Council's approval and to propose by-laws or resolutions arising from such recommendations;
- 1.4 to direct the preparation and compilation of and to present to Council, the annual estimates of revenues and expenditures and the annual review of the periodic capital forecasts;
- 1.5 to exercise general financial control over all departments in terms of the approved appropriation;
- 1.6 to direct the placing and maintaining of adequate insurance on all City property, and to negotiate for the purchase and sale of all real property on behalf of the City;
- 1.7 to have general control over all City purchasing with authority to enter into contracts for individual purchases of materials required for the normal operating of the budget not exceeding the sum of \$50,000 including purchases provided for by any approved construction by-laws, provided that such expenditures are included within the annual estimates as approved by Council;
- 1.8 to direct collective bargaining with all City employees within collective bargaining units, to recommend to Council agreements concerning wages, salaries and working conditions and upon approval by Council, to administer such agreements and in general to be responsible for wage and salary administration subject to normal grievance procedures, and to recommend to Council and its appropriate Committee, a system of grievance procedures for such employees as are not covered by existing agreements, or included in collective bargaining units;

- 1.9 to have full control and direction of all City employees, except with respect to the statutory duties of such officials as are appointed pursuant to statute, and also subject to the personnel policies approved by Council;
- i. to have authority to recommend to Council the appointment, employment, suspension or dismissal of Managing Directors or the Treasurer;
 - ii. to have authority to appoint, employ, suspend or dismiss for cause employees below the rank of Managing Directors or the Treasurer and not covered by collective bargaining agreements, subject to their right to appeal to Council in respect of any suspension or dismissal;
 - iii. to have authority to appoint and employ other employees of the City in accordance with procedures contained in collective bargaining agreements, and to suspend or dismiss such employees for cause, subject to the normal grievance procedures contained in the relevant collective bargaining agreements;
- 1.10 to present to the Council reports and information regarding progress and accomplishments of programs and projects, the status of revenues and expenditures, and the general administration of the City;
- 1.11 to have cognizance of all correspondence and communications to the Corporation and to receive all communications from the several local boards and commissions and to direct the submission of the same to the Council, together with his/her recommendations thereon;
- 1.12 to meet with Senior Management regularly to discuss matters of policy which have been agreed upon by the Council and to coordinate all departmental activities; and
- 1.13 to perform such other duties and exercise such other powers as the Council may from time to time lawfully assign to him/her.

2. Community Improvement Loans

The Treasurer and the Clerk shall be delegated the authority to sign Community Improvement Loan Agreements on behalf of the City of Temiskaming Shores.

3. Facility Rentals

That the Director of Recreation or his/her delegate be authorized to enter into agreements associated with the rental of facilities. These activities would include such things as ice and field rental, park rentals and arena rentals for conventions, concerts and special events.

4. Municipal Freedom of Information and Protection of Privacy Act

The Clerk shall be delegated to act as head of the institution for the purpose of the *Municipal Freedom of Information and Protection of Privacy Act*.

5. Property

- 5.1 The City Manager be delegated the authority to negotiate and authorize the acquisition of property on behalf of the municipality for values under \$50,000.
- 5.2 The City Manager and Clerk be delegated the authority to execute all documents necessary to complete the real estate transaction for property acquisitions on behalf of the municipality for values under \$50,000.
- 5.3 The City Manager and Clerk be delegated the authority to execute all documents necessary to complete the lease of City-owned land for up to a 10 year term and for annual rents less than \$50,000.

6. Provision of Service Agreements

- 6.1 The Managing Directors be authorized to enter into agreements associated with providing services, so long as the value associated with such agreements are within the signing authority defined under the Purchasing By-law.
- 6.2 The Clerk shall, upon receipt of all required certificates and documentation, co-sign all agreements for record purposes.

7. Site Plan Control Agreements

The City Manager, or his/her authorized delegate, is hereby authorized to execute any site plan control agreement in a zone designated as a Site Plan Control Area by City of Temiskaming Shores applicable zoning by-law where, in the opinion of the City Manager, the interest of the municipality and the subject neighborhood are adequately protected by the agreement.

8. Subdivision Agreements

- 8.1 The Director of Community Growth and Planning, Director of Public Works are delegated the authority to enter into negotiations on behalf of the City with land developers relating to Subdivision Agreements with respect to the following conditions, provisions, matters and items:

8.1.1 Planning

In general, when a plan of subdivision creates more than three lots or involves the dedication of road allowance, the developer will be required to prepare a plan and register same in the appropriate Land Titles Office.

8.1.2 Services

Standard requirements in new subdivisions will include the following:

- a) Watermains;
- b) Storm Sewers (where physically possible);
- c) Curbs and Gutters (where possible);
- d) Paved Streets;
- e) Sidewalks (at least one side of collector or arterial roads);
- f) Street lights;
- g) Street signs;
- h) Sodded boulevards;
- i) Rear lot drainage (where required);
- j) Underground wiring where soil conditions permit, subject to a satisfactory agreement with the associated utility.

The subdivider will pay for the entire cost of the above fixtures.

8.1.3 Financial Arrangements

- a) The developer will pay for all internal services required for the subdivision and the developer will post security for the 10 percent (10%) holdback required under the *Construction Lien Act* for the value of all work to be done on lands dedicated or to be dedicated as public highways by way of an irrevocable letter of credit from a bank or trust company which letter of credit shall not expire prior to the completion of the works.
- b) The City will participate on a negotiated basis for oversizing of facilities. In general, the City will only pay for the cost of the oversized required. The facility will be constructed by the developer and he will be reimbursed from the Extended Service Charges levied against the subdivision.
- c) The developer will be expected to commute all Local Improvement Charges against the lands to be subdivided.
- d) Where lots or blocks are provided with direct access the developer will pay one-half of the cost of boundary road improvements subject to oversizing negotiations.
- e) Offsite services required by the subdivision will be paid for on a basis to be

negotiated with Council.

- f) The maximum amount of funds to be contributed by the City towards the participation in negotiated shared servicing costs for any one subdivision will not exceed the total sum of the funds derived from that subdivision as the Extended Service Fee.
- g) Extended service charges levied on a per dwelling unit basis at a rate to be determined from time to time will be paid by the developer at the time application is made for building permits.

8.1.4 Oversizing

Oversizing means in excess of the normal requirements of the subdivision or the following:

- a) Watermain – over 200 mm (8") in diameter;
- b) Sanitary Sewers – over 200 mm (8") in diameter;
- c) Storm Sewers over 680 mm (27") in diameter;
- d) Roads – over 8.5 m (28') in width.

- 8.2 All such Subdivision Agreements shall be subject to approval by Council prior to the execution thereof.

9. Taxi Licensing

The exercise of the power under Section 156. (1) of the *Municipal Act* to license and regulate the business of taxicabs is hereby delegated to the Community Growth and Planning Department.

10. Temporary Road Closures

The Director of Public Works and/or the Roads Superintendent be delegated the authority to approve temporary road closures for the purpose of special events and infrastructure construction and/or repair.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-142

**Being a by-law to enter into a Funding Agreement with
Northern Ontario Heritage Fund Corporation (NOHFC) under
the Northern Ontario Internship Program Agreement –
Engineering Technician**

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 Northern Ontario Heritage Fund Corporation (NOHFC) under the Northern Ontario Internship Program approved funds in the amount of \$31,500 for an Engineering Technician Intern;

And whereas Council considered Administrative Report No. PW-032-2015 at the June 2, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) as a funding partner for an Engineering Technician Intern position;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Northern Ontario Heritage Fund Corporation for an Engineering Technician Intern in the amount of \$31,500, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-142

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Northern Ontario Heritage Fund Corporation (NOHFC)

For an Engineering Technician Intern

Project No. 8500713

Northern Ontario Heritage Fund Corporation
Northern Ontario Internship Program Agreement

THIS AGREEMENT is made effective as of **March 31, 2015** (the "Agreement")

B E T W E E N: **Northern Ontario Heritage Fund Corporation ("NOHFC")**

A N D: **City of Temiskaming Shores (the "Employer")**

WHEREAS the Employer is municipal corporation under the laws of Ontario and wishes to obtain financial assistance from NOHFC to enable it to hire a post-secondary graduate to fill an internship Position, as more fully described in Schedule B;

AND WHEREAS NOHFC wishes to provide financial assistance towards the costs of the Position in the form of a conditional contribution that does not need to be repaid by the Employer provided that the terms and conditions of this Agreement are satisfied;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

A. The Agreement

The following Schedules are attached to, and form part of, this Agreement:

- Schedule A - Terms and Conditions
- Schedule B - Position Description and Financial Information
- Schedule C - Form of Request for Reimbursement
- Schedule D - Final Report

Capitalised terms not otherwise defined in this document shall have the meanings ascribed to them in Schedule A.

B. Agreement Term and Internship Work Term

This Agreement shall continue in effect until the Work Term is completed or this Agreement is terminated in accordance with its terms.

The Employer shall cause the Position to be filled and paid for during the Work Term set out in Schedule B.

The Employer must have selected, hired and advised the Project Officer of an Eligible Candidate within 6 months commencing on the Minister's approval letter date of March 15, 2015, and the Work Term must be completed within 18 months of this date. No financial assistance will be provided for any employment after the 18 month period.

If there is a delay in filling a Position, the Employer may, by giving prior notice to the assigned project officer, amend the Start Date of the Work Term to coincide with the date on which the Position is filled, and employment commences. Notwithstanding the foregoing, the Start Date may not be later than 6 months after the date of approval and the duration of the Work Term may not be amended except with the prior written agreement of NOHFC.

C. Contribution

The Contribution is limited to the lesser of:

- (i) ninety percent (**90%**) of Eligible Costs incurred and paid by the Employer to the Intern during the Work Term (Note: this percentage is based on the weekly wage set out in Schedule B; if the Employer pays the Intern more or less than that wage, NOHFC will adjust the percentage accordingly), and
- (ii) **thirty one thousand five hundred dollars (\$31,500.00)**

D. Specific Terms and Conditions

NOHFC's obligation to pay some or all of the Contribution to the Employer at any time during the term of this Agreement is conditional upon the Employer recruiting, hiring, training and paying the Intern in accordance with this Agreement and complying with all other provisions of this Agreement, including the additional terms set out in this section D, if any.

E. Contact

The contact information for the parties is as follows:

	NOHFC	CITY OF TEMISKAMING SHORES
Full Legal Name	Northern Ontario Heritage Fund Corporation	City of Temiskaming Shores
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	325 Farr Drive PO Box 2050 Haileybury ON P0J 1K0
Contact Name	Bruce Strapp Executive Director	Mr. Douglas Walsh Director, ninety percent (90%) Works
Telephone	1 (800) 461-8329; 1 (705) 945-6700	(705)672-3363
Facsimile	1 (705) 945-6701	(705)672-2911
E-mail	nohfc@ndm.gov.on.ca	dwalsh@temiskamingshores.ca

F. Agreement to be Bound.

The parties to this Agreement acknowledge and agree that they have read it, understand it, have the authority to enter into it and agree to be bound by it. The signatories certify that they have the power and authority to bind the party on behalf of which they are executing this Agreement.

CITY OF TEMISKAMING SHORES

By: _____ Date Signed: _____

Name (Print): _____ Title: _____

NORTHERN ONTARIO HERITAGE FUND CORPORATION

By: _____ Date Signed: _____
Bruce Strapp, Executive Director

SCHEDULE A

TERMS AND CONDITIONS

1. Interpretation

- 1.1. In this Agreement, the following capitalized terms have the meanings set out below:
- (a) "Contribution" means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;
 - (b) "Eligible Candidate" means an individual who is (i) a graduate of a college or university registered with the Ministry of Training, Colleges and Universities (MTCU) from a program that is approved by MTCU with qualifications in a field of study that is related to the employment offered by the Employer, (ii) not an immediate family member or relative of the Employer;
 - (c) "Eligible Costs" means the actual salary or wages paid to the Intern which were incurred by the Employer during the Work Term, but does not include:
 - (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); and
 - (ii) the Employer's portion of statutory remittances, including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums;
 - (d) "Intern" means an Eligible Candidate hired to fill the Position, and
 - (e) "Northern Ontario" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming;
 - (f) "Position" means the internship position described in Schedule B;
 - (g) "Work Term" means the timing and duration of the Position set out in Schedule B, which may be amended by the Employer in accordance with section B of the Agreement.
- 1.2. In the event of conflict between the provisions of the different components of this Agreement, the main body of this Agreement shall prevail over the Schedules, and Schedule A shall prevail over Schedule B.

2. Position and Hiring

- 2.1. The Employer shall fulfill its obligations under this Agreement with due diligence and in a businesslike manner. At all times during the term of this Agreement, the Employer shall be responsible for (i) the identification and recruitment of Eligible Candidates, and (ii) the hiring, training, supervision and payment of the Intern. Before filling a Position, the Employer shall provide such information to the assigned project officer about the prospective Intern as NOHFC may reasonably require (but not personal information, as defined in the *Freedom of Information and Protection of Privacy Act*) to satisfy NOHFC that the Intern meets the applicable eligibility criteria set out in the definition of Eligible Candidate, above. NOHFC has no responsibility for, no relationship with, and no liability for the actions of, any Intern.

- 2.2. The Employer agrees that it shall be responsible for recruiting Eligible Candidates through a fair selection process and will work through career centres of post-secondary educational institutions, where reasonably possible.
- 2.3. The Employer shall notify NOHFC as soon as possible in the event that it becomes aware of actual or possible hiring delays or inability to fill a Position or complete a Work Term. Except as set out in section B of this Agreement, the Employer shall not alter any element of a Position (as described in its application for a Contribution) or permit or cause any other material change to the Position, without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 2.4. The Employer shall notify NOHFC promptly when an Intern has been hired for the Position and when the Intern leaves the Position. If the Position becomes vacant for any reason prior to the end of the Work Term, the Employer must immediately notify NOHFC and indicate whether or not the Employer wishes to hire a replacement Intern for the Position. If the Employer wishes to hire a replacement Intern for the position, NOHFC will agree to contribute towards the replacement Intern's salary or wages, provided that all of the following conditions are satisfied:
- (a) The Employer is not in default under this Agreement;
 - (b) The departing Intern has left the Position within the first 9 months of the Work Term;
 - (c) NOHFC is satisfied, in its sole discretion, that the Employer will offer the same suitable employment to the replacement Intern that was previously offered to the departing Intern;
 - (d) The Employer informs the assigned project officer promptly of a replacement Intern whom it wishes to hire, and NOHFC is satisfied, acting reasonably, that the replacement Intern is suitably qualified to fill the Position;
 - (e) The Employer shall have entered into a new written agreement with NOHFC with respect to a 12-month work term for the replacement Intern (the "Replacement Agreement") on substantially the same terms and conditions as this Agreement, with the following exceptions:
 - (i) the maximum aggregate amount of funding payable by NOHFC under the Replacement Agreement shall not exceed the maximum amount of the Contribution;
 - (ii) if the replacement Intern leaves the Position before the end of the replacement's work term, NOHFC will not provide funding for a subsequent Intern to fill the Position.

Despite the foregoing, if the Employer wishes to hire a new intern for any position at any time, the Employer may submit a new funding application under the Northern Ontario Internship Program, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

3. Contribution Conditions

- 3.1. NOHFC makes the Contribution on the basis of reimbursement for Eligible Costs incurred. On expiry or termination of this Agreement or termination of a Position, NOHFC may recover any excess of funds provided to the Employer and such amount is considered to be a debt immediately due and payable to NOHFC.
- 3.2. The amount of the Contribution paid to the Employer shall be used only to reimburse actual expenditures on Eligible Costs during the term of this Agreement.
- 3.3. In no event will NOHFC be responsible for funding any cost overruns related to a Position.
- 3.4. Before advancing any part of the Contribution, NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the funds into the Recipient's designated bank account by way of electronic funds transfer.

4. Additional Assistance

- 4.1. The Employer shall notify NOHFC if the Employer receives additional assistance towards the cost of a Position from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any new funding received by the Employer, to ensure that there is no duplication in funding.

5. Pre-disbursement Requirements

- 5.1. Prior to the first disbursement of the Contribution under this Agreement, the Employer shall provide to the assigned project officer: (i) copies of its resolution(s), by-law(s) or other documentation satisfactory to NOHFC, evidencing that the Position and the application for a conditional contribution have been properly authorised, and (ii) any additional authorisations identified in section D of the main body of this Agreement, "Specific Terms and Conditions", and (iii) the insurance certificate(s) or other documents provided for in section 9.

6. Default

- 6.1. If the Employer is in default under this Agreement or any other agreement between it and NOHFC, in its sole discretion NOHFC may recover any funds advanced or an amount equal to the advanced funds and may refrain from making further payments of the Contribution. The Employer agrees that if it is in default under this Agreement, NOHFC may refuse to consider any future applications by the Employer for NOHFC funding.
- 6.2. The following constitute events of default under this Agreement:
- (a) the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces other serious financial difficulty;
 - (b) an order is made or resolution passed for the winding up of the Employer, or the Employer is dissolved or in the sole opinion of NOHFC, the Employer ceases to operate;
 - (c) the Employer has submitted false or misleading information to NOHFC, or otherwise makes a false representation in this Agreement;
 - (d) the Employer has failed to perform one or more of its obligations under this Agreement;
 - (e) the Employer has failed to hire an Intern to commence employment within the first 6 months of the Work Term;
 - (f) in the opinion of NOHFC, there is a material adverse change in risk.

7. Payment of Contribution

- 7.1. The Contribution will be paid semi-annually on a reimbursement basis. At the end of the first 6 months of the Work Term, the Employer shall submit to the assigned project officer a Statement of Account and any semi-annual reports or deliverables required herein. A final payment at the end of the Work Term will not be made until NOHFC has received a final Statement of Account and a Final Report. "Statement of Account" and "Final Report" are described in subsections 7.4 and 7.5 below, respectively.
- 7.2. Subject to the terms and conditions of the Agreement, NOHFC shall issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

- 7.3. In the event of a debt owing to NOHFC by the Employer, the Employer shall pay the amount of the debt, if any, by cheque payable to the "Northern Ontario Heritage Fund Corporation" and the said cheque shall accompany the final Statement of Account.
- 7.4. Every Statement of Account required under this Agreement shall include:
- (a) details of expenditures on Eligible Costs to date in the form set out in Schedule C;
 - (b) a statement that the Intern meets the applicable eligibility criteria set out in paragraph 1.1(b) and that all expenditures are in accordance with this Agreement;
 - (c) a signature by a person with signing authority for the Employer, verifying the information in paragraphs 7.4 (a) and (b) above; and
 - (d) if requested by NOHFC, original receipts or other evidence of payment of salary, wages and employee benefits, which upon request by the Employer may be returned to the Employer after the Statement of Account has been paid.
- 7.5. The Final Report shall be in the form set out in Schedule D to this Agreement.

8. Records and Monitoring

- 8.1. The Employer shall maintain financial records and books of account respecting the Position in accordance with generally accepted accounting procedures.
- 8.2. NOHFC and the Provincial Auditor and their employees and agents shall be allowed access to the Employer's premises and to the Intern's work site to inspect and assess the progress and results of the Position and the Position records, both during and following the term of this Agreement.
- 8.3. The Employer shall supply, on request, such information in respect of the Position and its results as NOHFC may require for the purpose of monitoring the Position or the Northern Ontario Internship Program.
- 8.4. If NOHFC or the Provincial Auditor believes that there are material inaccuracies in or inconsistencies between the Statements of Account and the Employer's financial records and books of account, NOHFC or the Provincial Auditor may request and the Employer must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) NOHFC funds received to date;
 - (b) expenditures made to date;
 - (c) whether the expenditures were made in accordance with this Agreement; and
 - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9. Indemnity and Insurance

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

- 9.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation.
- 9.3. The Employer shall provide to the assigned project officer with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in section 9.2. Upon the request of NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 9.4. If the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer is registered with the Workplace Safety and Insurance Board (WSIB), shall at all times throughout the employment of the Intern pay all amounts payable under the Act to the WSIB when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

10. Compliance with Laws

- 10.1. The Employer shall, and shall require its directors, officers, partners, employees, agents, contractors and volunteers, if any, at all times to comply with any and all federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders applicable to the performance of this Agreement, the employment of the Intern and the Position. The Employer shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement, the employment of the Intern and the Position.

11. Information and Acknowledgement

- 11.1. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.
- 11.2. Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to the Contribution and the Employer's obligations under this Agreement is public information and may be released to third parties upon request.

12. Notices

- 12.1. Any notices to be given, and all reports and statements of account, and correspondence, under the provisions of this Agreement, shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile transmission, or courier service, and subject to change by either party with written notice, shall be addressed to the party at the address set out in this Agreement. Notices shall be deemed to have been effectively given on the date of delivery by

personal service, facsimile transmission, or courier, or in the case of service by registered mail five business (5) days after the date of mailing.

13. Other Terms and Conditions

- 13.1. Corporate Changes. The Employer shall not alter its legal or corporate structure, ownership, control, financing or objects without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 13.2. Assignment. The Employer shall not assign this Agreement, nor any part hereof, without the prior written approval of NOHFC. Such approval may be withheld by NOHFC in its sole discretion, or given on such terms and conditions as NOHFC may require.
- 13.3. Third Parties. The Employer shall take reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors and volunteers shall be bound to observe the provisions of this Agreement.
- 13.4. Financial Assistance Only. This Agreement is not an employment agreement. This Agreement is a contract for conditional financial assistance only and nothing in it, or done pursuant to it, is to be construed as constituting the Employer as NOHFC's agent, employee, partner or joint venturer.
- 13.5. Waiver. The failure by NOHFC to insist in one or more instances upon the performance by the Employer of any of the terms or conditions of the Agreement shall not be construed as a waiver of NOHFC right to require future performance of any such terms or conditions, and the obligations of the Employer with respect to such future performance shall continue in full force and effect.
- 13.6. Force Majeure. A party to this Agreement shall not be responsible for failures in performance resulting from matters beyond the reasonable control of the party, including acts of God, riots or other civil insurrection, war, or strikes and lock-outs.
- 13.7. Severability. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- 13.8. Amendment. This Agreement may be amended only by written agreement between the parties. An amendment may (i) be prepared by NOHFC for signature by the Employer, or (ii) consist of a written request for one or more changes to this Agreement which the Employer submits to NOHFC by facsimile transmission ("fax"), e-mail or lettermail, and if approved without modification by NOHFC, has been signed or, in the case of e-mails, approved by the Executive Director of NOHFC and faxed, e-mailed or mailed back to the Employer.
- 13.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.10. Time is of the Essence. Time is of the essence in the performance of the obligations under this Agreement.
- 13.11. Entire Agreement. This Agreement, including the Schedules, embodies the entire agreement between the Employer and NOHFC with respect to its subject matter and supersedes any previous understanding or agreement, collateral, oral or otherwise, between them in the event of conflict.
- 13.12. Survival. The following provisions shall survive the termination or expiration of the Agreement: sections 2.0 - Position and Hiring, 7.0 - Payment of Contribution, 8.0 - Monitoring, 9.0 - Indemnity and Insurance, 11.0 - Information and Acknowledgement, and this subsection 13.12.

SCHEDULE B**POSITION DETAILS/JOB DESCRIPTION AND FINANCIAL INFORMATION****A. POSITION DETAILS/JOB DESCRIPTION – REFER TO SECTION E OF APPLICATION**

JOB TITLE: Engineering Technician/Technologist

JOB DESCRIPTION:

The City of Temiskaming Shores wishes to hire an Engineering Technician/Technologist who, under the supervision of the Director of Public Works will 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 maintenance of the use of Municipal Data Works (MDW) software that is supported by the Ontario Good Roads Association and available to its members.

The key duties and responsibilities the intern will undertake will be the following:

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;
 - Co-ordination of all Ontario One Call locate requests received by City to ensure compliance; and,
 - 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; and,
 - Provide in house training to other city staff members to ensure maximum use.

The educational background being sought is a diploma in Civil Engineering Technology or equivalent. 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 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.

B. FINANCIAL INFORMATION

START DATE: June 1, 2015	END DATE: May 31, 2016
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# OF WEEKS	HOURS PER WEEK	HOURLY RATE	WEEKLY RATE	TOTAL WAGES	NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS*
52	35	\$20.00	\$700.00	\$36,400.00	\$31,500.00	86.5%

* **Note:** "NOHFC's % of Eligible Costs" is based on the weekly rate set out above. If the Employer pays the Intern more or less than that weekly wage, NOHFC will adjust the percentage accordingly so that in any event the maximum NOHFC contribution per week does not exceed the weekly rate set out above multiplied by the percentage set out above.

SCHEDULE C

Request for Reimbursement under the Northern Ontario Internship Program

This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. A Statement of Account must accompany this form. If this is a final request for reimbursement, then a Statement of Account and a Final Report (Schedule D attached) must accompany this request form.

General Information		Internship Claim		
NOHFC Number: 8500713		1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>	
Job Title: Engineering Technician/Technologist		Pay Period covered From: _____	Pay Period covered From: _____	
Employment Start Date: _____		To: _____	To: _____	
			Last Date Intern Worked: _____	
Employer Profile				
Employer Name: City of Temiskaming Shores			Contact Name: _____	
Contact Number(s): _____				
NOTE: has your mailing address changed since you applied: Yes <input type="checkbox"/> No <input type="checkbox"/>				
Provide Current Mailing Address: _____			City or Town: _____	Postal Code: _____
<i>(Cheques will be mailed to your current mailing address, if the employer or payment address has changed; written direction from the Employer will be required. For assistance please speak to your project officer.)</i>				
Funding Calculations				
Maximum NOHFC Funding Approved: \$ _____			Claims to Date: \$ _____	
Claim Calculation (reference note below for eligible costs)				
Total Weeks Worked: _____	Total Hours per Week: _____	Hourly Rate Paid: \$ _____	Weekly Rate Paid: \$ _____	Total Paid (this claim): \$ _____
Declaration by Employer				
<p><i>The undersigned hereby declares that all expenditures reported in this claim form are Eligible Costs under NOHFC's Internship program. Funds provided by NOHFC shall be used solely by the undersigned for the reimbursement of salary costs incurred through the employment of the Intern under the Internship program. Evidence of reported expenditures will be provided if requested. The Employer has fulfilled all applicable terms and conditions of the Northern Ontario Internship Agreement between the Employer and NOHFC.</i></p>				
By: _____		_____		
Authorized Signature		Date		
_____		_____		
Name (Print)		Title		

Note: "Eligible Costs" means the actual salary or wages paid to an Intern, which were incurred by the Employer during the Work Term, but do not include:

- (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); and
- (ii) the Employer's portion of any deductions including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums

For Office Use Only

Eligible Costs on this Claim: \$ _____	x	Percentage of Eligible Costs payable by NOHFC: _____ %	=	Amount Claimed from NOHFC: \$ _____
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SCHEDULE D
Final Report

NOHFC Project Number: 8500713

Employer: City of Temiskaming Shores

Job Title: Engineering Technician/Technologist

Please provide an assessment of the Internship program

Have the objectives of the Position been met? (Please use Schedule B as a reference)

What is the employment status of the intern hired under the program?

- Intern will be hired full- time by this organization
- As a result of training received during the internship, the intern has secured full-time employment:
- In northern Ontario
- Outside northern Ontario
- None of the above – please explain: _____

Supervisor signature: _____

Date: _____

Name (Print) _____

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 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 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 16th day of June, 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. 2015-143

**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 16, 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 16, 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 16th day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen