



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, July 7, 2015  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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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 16, 2015
- b) Special Meeting of Council – June 18, 2015

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

*7.1 Zoning By-law Amendment – Shepherdson Road*

**Application No.:** ZBA-2015-05(D)

**Owner:** Pro-Nor Developments Ltd.

**Subject Land:** Part of 177150 Shepherdson Road, Plan 54R-5840 Part 1, South of Bolger Avenue between Shepherdson Road and Highway 11

**Purpose of the Application:** Site specific amendment to re-zone the property from General Industrial (M1) to Shopping Centre Commercial with an exception (C2-E) to add a hotel as a permitted use in the C2 zone

- Proposed initial development is a medical clinic
- Applicant has requested C2 zoning to permit all uses included therein as well as a hotel to facilitate further development of the property

*7.2 Disposal of Real Property – Unopened laneway at 69 Station Street*

**Subject Land:** Un-opened laneway adjacent to 69 Railway Street

**Purpose of the Application:** The purpose of the application is to stop up and close the subject laneway and sell it to the owner of 69 Railway Street to ensure the dwelling is legally located on the property.

*7.3 Disposal of Real Property – Vacant Land adjacent to Lakeview Avenue*

**Subject Land:** Vacant municipally owned landed generally bounded by Lakeview Avenue to the North; Groom Drive to the South; Maple Street to the West and Pine Street to the East.

**Purpose of the Application:** The proponent is seeking to enter into a subdivision agreement with the City for development of the subject land into residential lots.

**8. Question and Answer Period**

**9. Presentations / Delegations**

- a) Doug Shearer, Chair – District School Board Ontario North East

**Re:** DSBONE Five-Year Capital Plan

**10. Communications**

- a) Joel Locklin, Program Operations Manager (A) – Ministry of Agriculture, Food and Rural Affairs

**Re:** Application to the Canada-Ontario Small Communities Fund (SCF) - Gray Road Sanitary Lift Station Project not selected for nomination to the Federal Government

**Reference:** Received for information

- b) Sheila Randell, Secretary - Earlton-Timiskaming Regional Airport Joint Municipal Services Board

**Re:** Request for donation of two (2) Sanders surplus to the City's needs

**Reference:** Referred to the Treasurer

- c) Mario Fillion, Gérant des services financiers – Conseil Scholaire Catholique de District des Grandes Rivières

**Re:** Offer to acquire Sacré Coeur school – Lakeshore Road North

**Reference:** Referred to Senior Management

- d) Stephane Desdunes, Director of Development – EDC Energies

**Re:** Friday Lake Wind Energy Project (Township of Lorrain) – Community Benefit Agreement

**Reference:** Referred to Senior Management

- e) Bob Chiarelli, Minister – Ministry of Energy  
**Re:** Local Energy Planning – Update on Ontario Government Initiatives  
**Reference:** Referred to Senior Management
  
- f) Amie J. Dimatteo, Director General - FedNor  
**Re:** Financial Support – 2016 PDAC Event  
**Reference:** Draft By-law under Item No. 16
  
- g) Shawn Hearn, President – Cobalt-Haileybury Curling Club  
**Re:** Refuse Concern during Rentals  
**Reference:** Referred to the Public Works Committee
  
- h) Michel Massie, Co-President – Haileybury Golf Club  
**Re:** Letter of Support – Funding Application  
**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. h) according to the Agenda references.

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

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on May 21, 2015;

- b) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on April 29, 2015;
- c) Minutes of the Earlton-Temiskaming Regional Airport Joint Municipal Services Board meeting held on May 21, 2015 and the May 2015 Airport Report; and
- d) Minutes of the Temiskaming Shores Police Services Board 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 Protection to Persons and Property Committee meeting held on June 18, 2015;
- b) Minutes of the Corporate Services Committee meeting held on June 22, 2015;
- c) Minutes of the Public Works Committee meeting held on June 18, 2015;
- d) Minutes of the Building Maintenance Committee meeting held on June 18, 2015; and
- e) Minutes of the Recreation Services Committee meeting held on May 11, 2015.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) Memo No. 024-2015-CGP – Encroachment Agreement – 465 Lakeshore Road North**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 024-2015-CGP;

That Council agrees to permit an Encroachment onto the Easement for municipal water and sanitary sewer services at 465 Lakeshore Road North; and

That Council directs staff to prepare the necessary by-law to enter into an Encroachment Agreement with the owners of 465 Lakeshore Road North for consideration at the August 4, 2015 Regular Council meeting.

**b) Memo No. 025-2015-CGP – Easement Agreement – 370 Agnes Avenue**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2015-CGP; and

That Council directs staff to prepare the necessary by-law to enter into an Easement Agreement with the owner of 370 Agnes Avenue for a municipal storm water collection system for consideration at the August 4, 2015 Regular Council meeting.

**c) Memo No. 026-2015-CGP – Easement Agreement – 469 Lakeshore Road North**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2015-CGP; and

That Council directs staff to prepare the necessary by-law to enter into and Easement Agreement with the owners of 469 Lakeshore Road North for municipal water and sanitary sewer systems for consideration at the August 4, 2015 Regular Council meeting.

**d) Memo No. 027-2015-CGP – Telecommunication Tower at the Haileybury Water Reservoir – 400 Niven Street South**

Draft Motion

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

That Council concurs with the proposed telecommunication tower at the Haileybury Reservoir located at 400 Niven Street South.

**e) Memo No. 028-2015-CGP – Deeming by-law – 110 Roseneath Avenue - Gagnon**

Draft Motion

Whereas the owner of 110 Roseneath Avenue would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at his sole expense; and

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 110 and 111 on Plan M-79 NB, Parcels 7549 SST and 19274 SST to no longer be Lots on a Plan of Subdivision for consideration at the July 7, 2015 Regular Council meeting.

**f) Memo No. 029-2015-CGP – Land Lease Agreement – 998063 Highway 11 - Leis**

Draft Motion

Whereas the owners of 998063 Highway 11 have requested the use of City-owned land abutting the Masterfeeds business for the outdoor storage of landscaping materials; and

Whereas staff recommends a land lease agreement for a term of 20 years with a 30 day termination clause and an annual rental rate of \$500/year plus HST.

Now therefore be it resolved that Council for the City of Temiskaming hereby agrees to enter into an agreement with Andrea Leis and Jason Leis

and directs staff to prepare the necessary by-law for consideration at the August 4, 2015 Regular Council meeting.

**g) Administrative Report CGP-032-2015 – Disposition of Land Policy**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to adopt a new Disposition of Land Policy for consideration of First and Second Reading at the August 4, 2015 Regular Council meeting and Third and Final Reading at the September 1, 2015 Regular Council meeting.

**h) Memo No. 008-2015-PW – Crossing Guard location – Rorke Avenue and View Street**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2015-PW;

That Council approves the elimination of the Crossing Guard location at Haileybury Public School; and

That the Council agrees to continue staffing a Crossing Guard at the intersection of Rorke Avenue and View Street to service both Haileybury Public School and École Ste-Croix.

**i) Administrative Report No. PW-034-2015 – Contract Change Order – Waterfront Stabilization**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-034-2015;

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-034-2015; and



That Council approves the Contract Change Order with Exp Services for Engineering Services of the Shoreline Stabilization as part of the Waterfront Upgrades in the amount of \$27,460 plus applicable taxes.

**j) Administrative Report No. PW-040-2015 – Supply and Delivery of LED Street Lights**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-040-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the supply and delivery of LED Street Lights to LED Roadway Lighting in the amount of \$388,886.25 plus HST and shipping costs; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

**k) Administrative Report No. PW-041-2015 – Contract Administration – Water Linking Project**

Draft Motion

Whereas Council entered into an agreement with Exp Services Inc. to proceed with the detailed engineering design for the linking of the New Liskeard and Dymond Water Distribution Systems as authorized by By-law No. 2014-080; and

Whereas the City received funding in the amount of \$1,520,000 from the Ontario Community Infrastructure Fund for the Temiskaming Shores Emergency Water Distribution System Integration (Phase 1); and

Whereas Council entered into an agreement with Pedersen Construction (2013) Inc. on June 16, 2015 to undertake the work to link the New Liskeard and Dymond Water Distribution Systems in the amount of \$1,988,860; and

Whereas Council deems it necessary to retain a consultant for Contract Administration and Project Management during construction of Phase One of the Temiskaming Shores Emergency Water Distribution System Integration;

Now therefore be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-041-2015;

That Council agrees to enter into an agreement with Exp Services Inc. for Contract Administration and Project Management through the construction of Phase One of the Emergency Water Distribution System Integration Project in the amount of \$100,000 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law for consideration at the July 7, 2015 Regular Council meeting.

**l) Administrative Report No. PW-042-2015 – New Liskeard Branch Library Geotechnical RFP**

*Draft Motion*

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-042-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract for the geotechnical investigation at the New Liskeard Library to Cambium Inc., as detailed in Request for Proposal PW-RFP-005-2014, for a total upset limit of \$7,515 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

**m) Administrative Report No. PW-043-2015 – 2015 Roads Program**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-043-2015 regarding the proposed 2015 Roads Program prepared in consultation with *Miller Paving Limited* for the hardtop resurfacing of various roadway sections in Temiskaming Shores; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

**n) Administrative Report PPP-007-2015 – Volunteer Maintenance Coordinator Appointment (Dymond Station)**

Draft Motion

Be it resolved that That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-007-2015; and

That Council hereby appoints Jason Eckensviller as a Volunteer Maintenance Coordinator for the Temiskaming Shores Fire Department (Dymond Station) in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**o) Administrative Report No. PPP-008-2015 – Haileybury Fire Station Condition Survey**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-008-2015; and

That Council approves the award for the Haileybury Fire Station Condition Survey for the Temiskaming Shores Fire Department to Mitchell Architects at an upset amount of \$16,300 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

**p) Administrative Report CS-025-2015 – Municipal Insurance**

Draft Motion

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-025-2015; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with BFL Canada Ltd., brokered by Tench-MacDiarmid Insurance Brokers Ltd., for Municipal Insurance and Risk Management Services in the amount of \$330,192.52 for consideration at the July 7, 2015 Regular Meeting.

**q) Administrative Report CS-026-2015 – Amendment to Disposal of Assets Policy**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-157 to reflect the changes to Section 3.3 General Provisions and 3.4 Donation or Sale of Assets for consideration at the July 7, 2015 Regular Council meeting.

**r) Administrative Report CS-027-2015 – Vesting of Properties for Tax Arrears**

Draft Motion

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

That Council directs staff to proceed with the Notice of Vesting for Roll 54-18-030-004-135.00 / 54-18-030-004-148.00; and

That Council directs staff to proceed with the Notice of Vesting for Roll 54-18-030-004-147.00.

**s) June 2015 Capital Financial Report**

Draft Motion

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

**t) Administrative Report No. RS-004-5015 – Smoke Free Ontario – Municipal Parks**

Draft Motion

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-004-2015 for information purposes.

**u) Application to the Ontario Trillium Foundation – Temiskaming Shores Public Library – Upgrades to the New Liskeard Branch**

Draft Motion

Whereas Council for the City of Temiskaming Shores passed Resolution No. 2015-363 on June 2, 2015 directing 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; and

Whereas the Temiskaming Shores Public Library adopted Motion No. 2015-17 at its Board meeting held on June 18, 2015 to apply for funding to the Ontario Trillium Foundation for this Accessibility Upgrade initiative in the amount of \$150,000;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the efforts of the Temiskaming Shores Library Board and directs staff to submit an application to the Ontario Trillium Foundation on their behalf.

**v) Haileybury Golf Club – Application for funding to FedNor and NOHGC – Accessibility Upgrades**

Draft Motion

Whereas the Haileybury Golf Club is wanting to upgrade its facilities to offer an enhanced banquet, conference, workshop and family gathering facility; and

Whereas the Haileybury Golf Club will be applying to FedNor and Northern Ontario Heritage Fund Corporation (NOHFC) for funding assistance;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby agrees to provide its non-financial support to the Haileybury Golf Club in their application for funding to FedNor and NOHFC for facility upgrades.

**16. By-laws**

*Draft Motion*

Be it resolved that:

By-law No. 2015-145 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

By-law No. 2015-146 Being a by-law to enter into an agreement with LED Roadway Lighting Ltd. for the supply and delivery of LED Street Lighting Fixtures

By-law No. 2015-147 Being a by-law to enter into an agreement with EXP Services Inc. for Contract Administration and Construction Supervision services pertaining to the linking of the New Liskeard and Dymond water systems

By-law No. 2015-148 Being a by-law to enter into an agreement with Cambium Inc. for the completion of a Geotechnical Investigation at the Temiskaming Shores Public Library – New Liskeard Branch

By-law No. 2015-149 Being a by-law to enter into an agreement with Miller Paving Limited for the 2015 Roadway Surfacing Program within the City of Temiskaming Shores

By-law No. 2015-150 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor Northern Ontario Pavilion at the 2016 PDAC Event

By-law No. 2015-151 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan

of subdivision – 110 Roseneath Avenue – Roll Nos. 54-18-010-008-200.00 and 54-18-010-008-201.00

By-law No. 2015-152 Being a by-law to enter into a Municipal Insurance Agreement with BFL Canada Ltd., as brokered by Tench-MacDiarmid Insurance Brokers Ltd. – July 1, 2015 to June 30, 2016

By-law No. 2015-153 Being a by-law to amend By-law No. 2012-157, being a by-law for the adoption of a Disposal of Surplus and Obsolete Assets Policy

By-law No. 2015-154 Being a by-law to enter into an Agreement with Mitchell Architects for the completion of a Condition Survey of the Haileybury Fire Station

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that:

By-law No. 2015-145;

By-law No. 2015-146;

By-law No. 2015-147;

By-law No. 2015-148;

By-law No. 2015-149;

By-law No. 2015-150;

By-law No. 2015-151;

By-law No. 2015-152;

By-law No. 2015-153;

By-law No. 2015-154;

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, August 4, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, September 1, 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 16, 2015 – Closed Session Minutes
- b) Adoption of the June 18, 2015 – Closed Session Minutes
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update – June 2015

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2015-155 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Council meeting held on **June 18, 2015** and its Regular Council meeting held on **July 7, 2015** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2015-155 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.

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Mayor – Carman Kidd

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Clerk – David B. Treen



**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**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

Present: Mayor Carman Kidd  
Councillors Jesse Foley, Doug Jelly, Jeff Laferriere, Mike McArthur,  
Patricia Hewitt 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 Zubycck, Director of Corporate Services  
Karen Beauchamp, Director of Community Growth and Planning  
Tim Uttley, Fire Chief  
Steve Burnett, Environmental Compliance Coordinator

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchberger, CJTT

Members of the Public Present: 3

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

Additions:

**Under Item 15 – New Business add:**

- v) Administrative Report No. PPP-006-2015 – Wildland Firefighting Equipment
- w) Administrative Report No. PW-039-2015 – Tender Award – Emergency Water Distribution System Linking Project

**Under Item 16 – By-laws add:**

By-law No. 2015-143 being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Water Distribution Linking Project in the City of Temiskaming Shores

Revisions:

**Under Item 15 – New Business**

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

Revise the resolution to read as follows:

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

That Council directs staff to prepare the necessary by-law for 1<sup>st</sup> and 2<sup>nd</sup> Reading of Delegation of Powers for consideration at the June 16, 2015 Regular Council meeting; and

That third and final reading be considered subsequent to review of Subdivision provisions (Section 8) by the Public Works and Community Growth and Planning Departments.

Deletions:

**Under Item 15 – New Business delete:**

- c) Second Quarter Operating Financial Report – 2015

**Note:** Not available until August

**4. Approval of Agenda**

*Resolution No. 2015-376*

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**

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

Councillor Hewitt disclosed a pecuniary interest in regards to Item 15 b) 2014 Timiskaming Health Unit – Audited Financial Statements

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

*Resolution No. 2015-377*

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

- a) Regular Meeting of Council – June 2, 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) Tim Uttley, Fire Chief – Temiskaming Shores

**Re:** Introduction of Fire Training Officer – Gregg Miller

Fire Chief, Tim Uttley thanked Council on recognizing the importance of a Fire Training Officer position as well as the support of other Directors and Managers from the various departments.

Chief Uttley introduced Gregg Miller as the successful candidate for the Fire Training Officer for the City of Temiskaming Shores. Tim outlined Gregg's employment including his nine years as a volunteer with the New Liskeard District Station Fire Department and will commence his duties as of July 6, 2015.

## **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. 2015-142
  
- 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

Resolution No. 2015-378

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

**Carried**

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

Resolution No. 2015-379

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

**Carried**

## **12. Committees of Council – Internal Departments**

### Resolution No. 2015-380

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

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

**Carried**

## **13. Reports by Members of Council**

Councillor Jelly outlined that with the retirement of Dan Dawson from the OPP, the new Inspector is Mr. Brent Cecchini. Councillor Jelly outlined that he has invited Mr. Cecchini to the July 7, 2015 Regular meeting of Council for introduction purposes.

Councillor Hewitt thanked James Franks and Shelly Zubyck for their efforts in the appointment of Jennifer Brazeau as the new BIA Coordinator.

## **14. Notice of Motions**

None

## **15. New Business**

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

### Resolution No. 2015-381

Moved by: Councillor Laferriere



Seconded by: Councillor Hewitt

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.

**Carried**

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

***Councillor Hewitt disclosed a pecuniary interest with the 2014 Timiskaming Health Unit-Audited Financial Statements and did not participate in the discussion of the subject matter nor did she vote on Resolution No. 2015-382.***

Resolution No. 2015-382

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

**Carried**

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

Resolution No. 2015-383

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Whereas the Northeastern Ontario Municipal Association adopted Resolution No. 2015-08 on May 15, 2015 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.

**Carried**

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

Resolution No. 2015-384

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Whereas the Northeastern Ontario Municipal Association adopted Resolution No. 2015-08 on May 15, 2015 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.

**Carried**

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

Resolution No. 2015-385

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Whereas the Northeastern Ontario Municipal Association adopted Resolution No. 2015-08 on May 15, 2015 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.

**Carried**

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

Resolution No. 2015-386

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

**Carried**

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

Resolution No. 2015-387

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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.

**Carried**

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

Resolution No. 2015-388

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

**Carried**

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

Resolution No. 2015-389

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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.

**Carried**

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

Resolution No. 2015-390

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

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

That Council directs staff to prepare the necessary by-law for the Delegation of Powers and that Council agrees to consider First and Second Reading at the June 16, 2015 Regular Council meeting; and

That Third and Final Reading be considered subsequent to a review of Subdivision provisions (Section 8) by the Public Works and Community Growth and Planning Departments.

**Carried**

**k) Administrative Report No. CS-024-2015 – Amendment to Tax Policy**Resolution No. 2015-391

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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.

**Carried****l) Administrative Report No. PPP-005-2015 – Appointment of Volunteer Firefighter – Kevin Dufresne**Resolution No. 2015-392

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. 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*.

**Carried****m) Administrative Report No. PW-035-2015 – Tender Award – Asphalt Marking Services**Resolution No. 2015-393

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

**Carried**

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

Resolution No. 2015-394

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

**Carried**

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

Resolution No. 2015-395

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

**Carried**

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

Resolution No. 2015-396

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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.

**Carried**

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

Resolution No. 2015-397

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. RS-015-2015; 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.

**Carried**

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

Resolution No. 2015-398

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

**Carried**

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

Resolution No. 2015-399

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

**Carried**

**t) Administrative Report No. PPP-006-2015 – Wildland Firefighting Equipment**

Resolution No. 2015-400

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-006-2015; and

That Council approves the purchase of the Wildland Firefighting Equipment for the Temiskaming Shores Fire Department at an upset limit of \$21,290 plus applicable taxes.

**Carried**

**u) Administrative Report No. PW-039-2015 – Tender Award – Emergency Water Distribution System Linking Project**

Resolution No. 2015-401

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. PW-039-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Emergency Water Distribution Linking Project contract to *Pedersen Construction (2013) Inc.* in the amount of \$1,988,860.00 plus applicable taxes; and

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



**Carried**

**16. By-laws**

Resolution No. 2015-402

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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. 2015-142 Being a by-law to enter into a Funding Agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Northern Internship Program – Engineering Technician
- By-law No. 2015-143 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Water Distribution Linking Project in the City of Temiskaming Shores

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2015-403

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

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

be hereby introduced and given first and second reading.

**Recorded Vote**

**For Motion**

Councillor Foley  
Councillor Hewitt  
Councillor Jelly  
Councillor Laferriere  
Councillor McArthur  
Mayor Kidd

**Against Motion**

Councillor Whalen

**Carried**

Resolution No. 2015-404

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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. 2015-142;

By-law No. 2015-143;

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, 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**

***Ray Lafleur – 95 Georgina Avenue***

Mr. Lafleur wanted to congratulate Council and whichever staff members that were involved in the development of the Tax Insert as it was very informative and easy to understand in comparison to previous tax inserts; job well done.

**19. Closed Session**

*Resolution No. 2015-405*

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 7:00 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

**Carried**

Resolution No. 2015-406

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report at 7:40 pm.

**a) Adoption of the June 2, 2015 – Closed Session Minutes**

Resolution No. 2015-407

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council approves the June 2, 2015 Closed Session Minutes as printed.

**Carried**

**b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending acquisition of land – Hwy 65E**

Staff provided Council with an update on this initiative.

**c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of land – Groom Drive**

Staff provided Council with an update on this initiative and Council provided direction to staff.

**d) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matters about identifiable individuals and under Section 239 (2) (e) potential litigation**

Staff provided Council with an update on this initiative.

**20. Confirming By-law**

Resolution No. 2015-408

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2015-144 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.

**Carried**

Resolution No. 2015-409

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2015-144 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2015-410

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:50 pm.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores**  
**Special Meeting of Council**  
**Thursday, June 18, 2015**  
**12:00 P.M.**

**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 12:23 pm.

**2. Roll Call**

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

Also

Present: Christopher W. Oslund, City Manager  
David B. Treen, Clerk  
Shelly Zubyck, Director of Community Growth and Planning

Regrets: Councillor Patricia Hewitt

Media: None

Members of the Public Present: 0

**3. Approval of Agenda**

Resolution No. 2015-411

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

**Carried**

**4. Declaration of Special Council Meeting**

Resolution No. 2015-412

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

**Carried**

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

Councillor Laferriere disclosed a pecuniary interest in regards to Item 6 a) Security of the property of the municipality – Great Northern Family Health Team.

**6. Closed Session**

*Resolution No. 2015-413*

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 12:28 p.m. to discuss the following matters:

- a) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the municipality – Great Northern Family Health Team

**Carried**

*Resolution No. 2015-414*

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council of the City of Temiskaming Shores agrees to rise with report at 12:43 p.m.

**Carried**

**Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the municipality – Great Northern Family Health Team**

Council provided staff with direction in Closed Session regarding the Great Northern Family Health Team’s request.



7. **Adjournment**

Resolution No. 2015-415

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that City Council hereby adjourns at 12:56 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



## **Zoning By-law Amendment**

**Application No.:** ZBA-2015-05 (D)

**Owner:** Pro-Nor Developments Ltd.

### **Subject Land:**

- Part of 177150 Shepherdson Road;
- Plan 54R-5840, Part 1;
- South of Bolger Avenue, between Shepherdson Road and Highway 11.

# Public Meeting – Zoning By-law Amendment



## Purpose of the Amendment

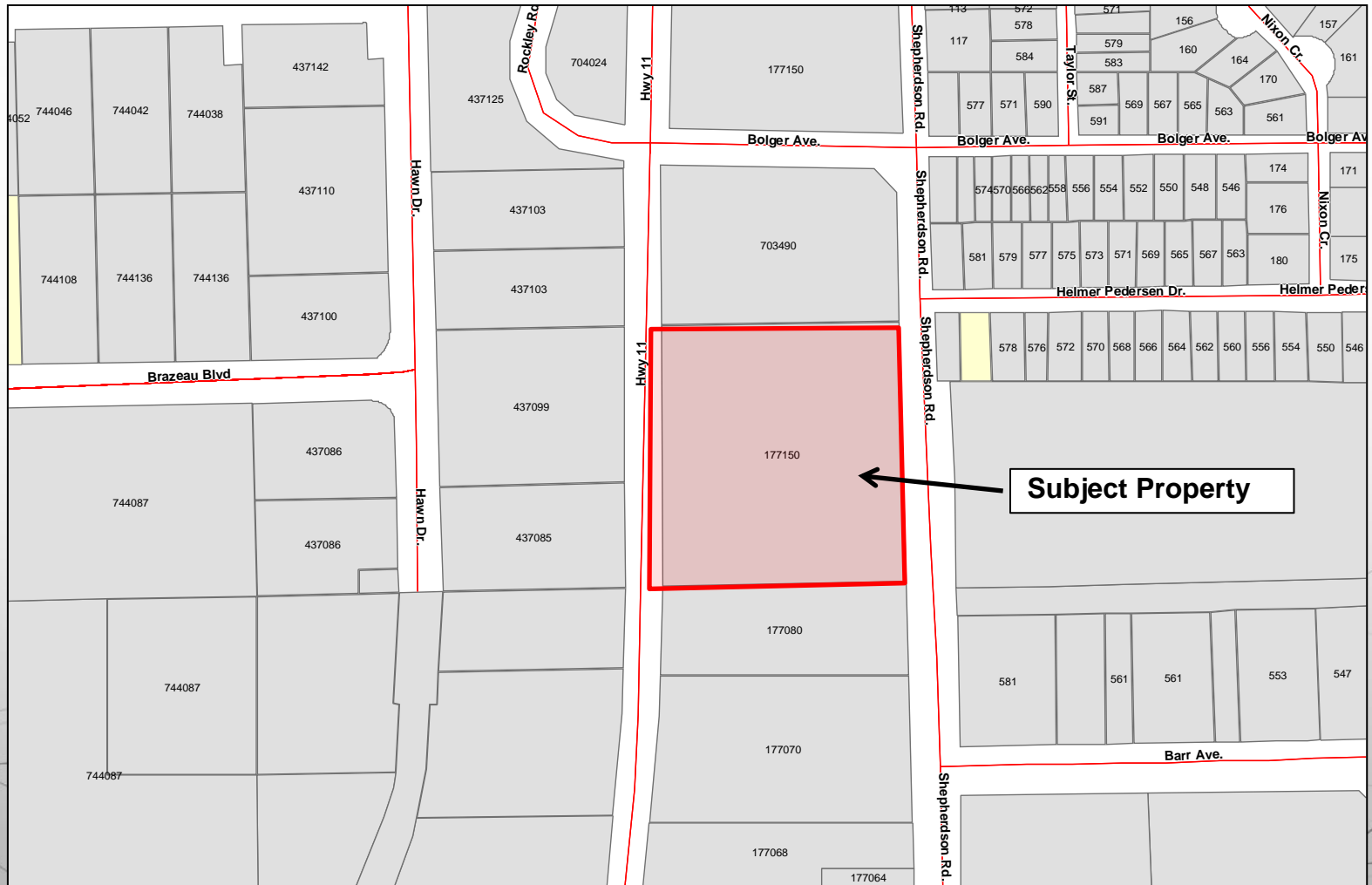
Site-specific amendment to rezone the property from **General Industrial (M1)** to **Shopping Centre Commercial with an exception (C2-E)** to add a hotel as a permitted use in the C2 zone.

Proposed initial development is a medical centre;

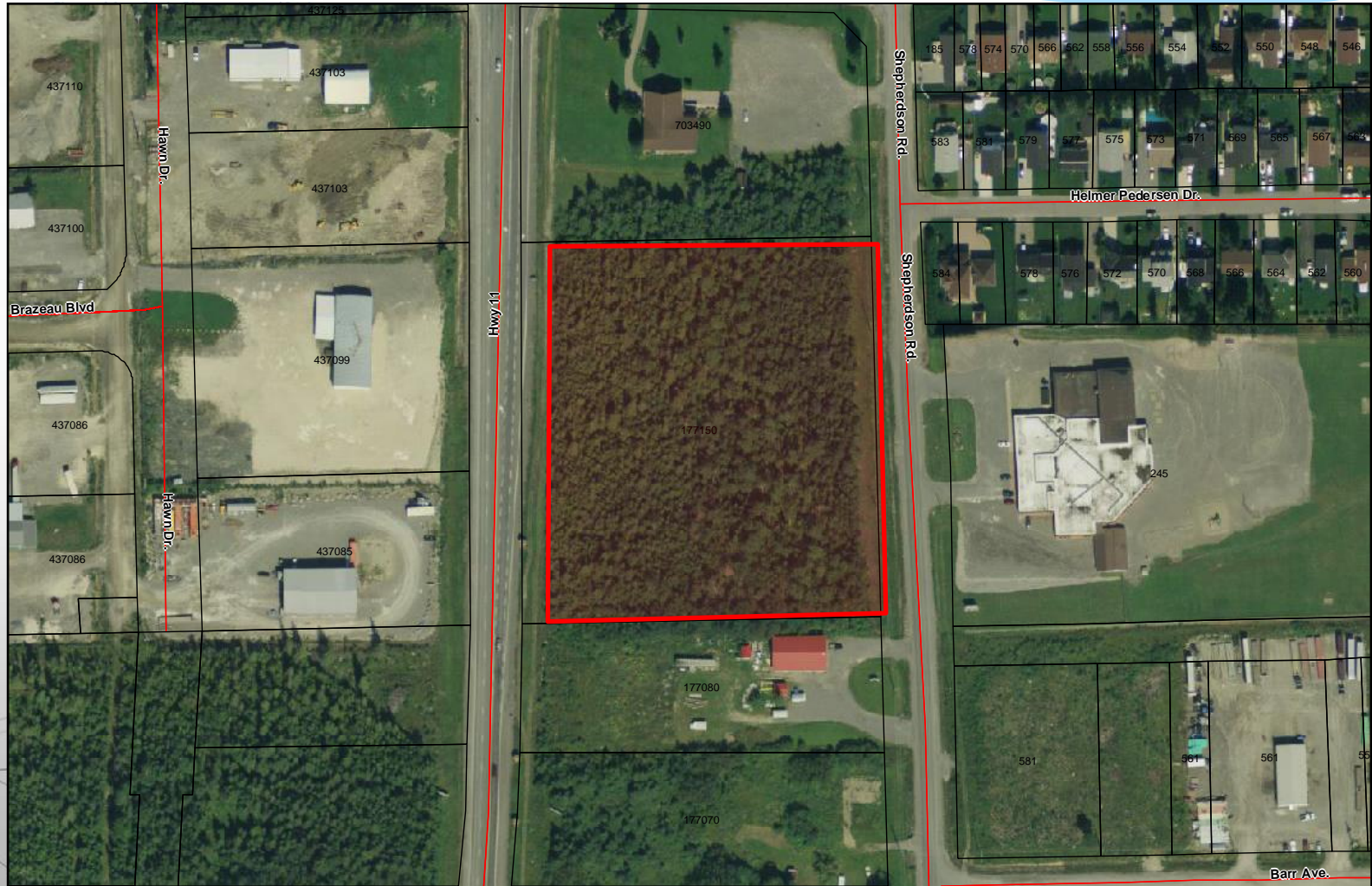
Applicant has requested C2 zoning to permit all uses included therein as well as a hotel to facilitate further development of the property

Beverage Room	Dining Room	Merchandise Service Shop	Recreational Establishment
Business Office	Dry Cleaning or Laundry Outlet	Open Storage Area	Recreational Facility
Clinic	Financial Office	Personal Service Shop	Restaurant
Convenience Store	Fuel Pump Island	Professional Office	Retail Store

# Public Meeting – Zoning By-law Amendment



# Public Meeting – Zoning By-law Amendment



ZBA-2015-05 (D) – July 7 2015

# Public Meeting – Zoning By-law Amendment



ZBA-2015-05 (D) – July 7 2015

# Public Meeting – Zoning By-law Amendment



ZBA-2015-05 (D) – July 7 2015



## Official Plan Designation

The subject land is designated **Mixed Use Area** in the City of Temiskaming Shores Official Plan.

Permitted uses include:

- Mix of industrial, commercial and institutional uses;
- Associated accessory uses;
- Public service facilities;
- Residential uses compatible with a mixed use area.



# Public Meeting – Zoning By-law Amendment



## Next Steps

Proposed timeline:

- August 4 – Administrative Report and draft by-law for Council's consideration;
- September 1 – Council makes decision on by-law;
- September 9 – Advertise notice of decision;
- September 29 – Expiration of appeal period.

# Public Meeting – Disposal of Real Property



## Subject Land

- Un-opened Laneway;
- Runs through the property at 69 Railway Street, North Cobalt;
- Hydro pole line servicing the house at 69 Railway Street is located on the laneway.

# Public Meeting – Disposal of Real Property



Surplus Land – July 7 2015



### Proposal and Property Description

- The house at 69 Railway Street in North Cobalt was constructed on the laneway that runs through the property;
- In 1958 Bucke Township Council passed a resolution to stop up and close the laneway and sell it to the abutting property owner;
- According to Land Titles and City records a road closing by-law was not registered and the transfer was not finalized;
- The owner has asked the City to complete the land transfer so that the house at 69 Railway Street is legally located on the property.

# Public Meeting – Disposal of Real Property



## Next Steps

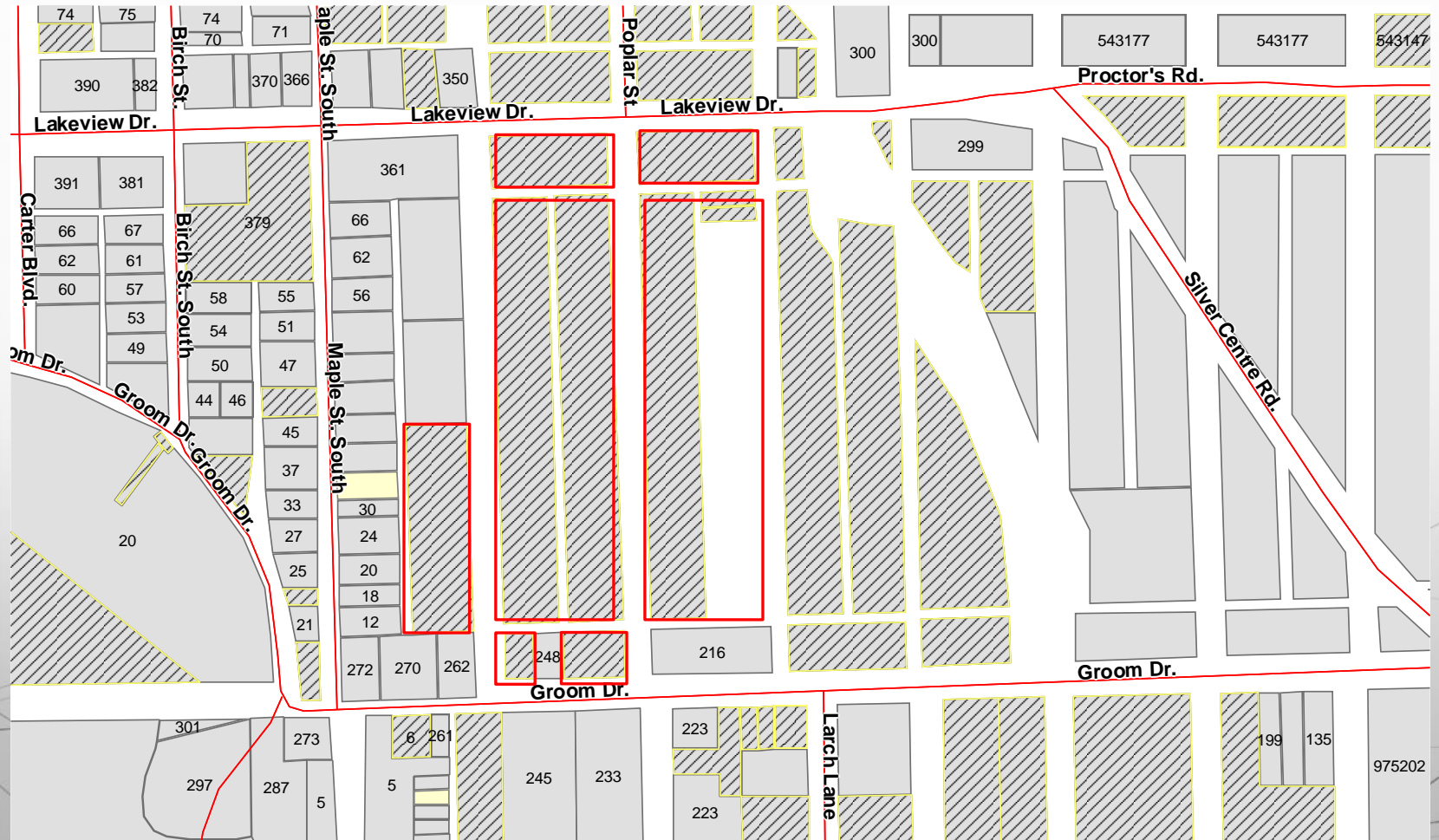
- Story Geomatics has been retained to prepare a reference plan for the portion of laneway that will be closed and transferred;
- Pass a resolution to declare the property surplus;
- Pass a by-law to stop up and close the laneway;
- Pass a by-law to authorize the sale of the land to the owner of 69 Railway Street.



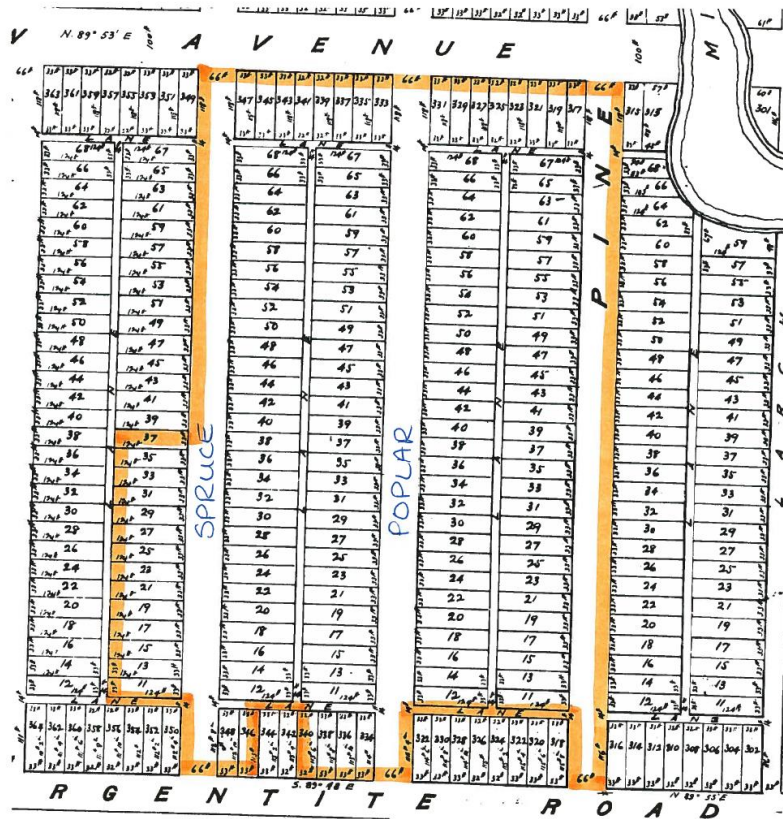
## Subject Land

- North Cobalt;
- City-owned lots;
- Bordered by:
  - ✓ Lakeview Drive on the North;
  - ✓ Groom Drive on the South;
  - ✓ Maple Street South on the West;
  - ✓ Unopened Pine Street on the East.

# Public Meeting – Disposal of Real Property



# Public Meeting – Disposal of Real Property







## Proposal and Property Description

- The original Plan of Subdivision, Plan M-52 NB from 1906 shows a grid pattern of lots, roads and laneways;
- The lots, on average are 33' wide by 124' deep;
- The proponent would like to join two lots together to make 60+ wide residential lots that are approximately 66' x 124'.



## Official Plan Designation and Zoning

- Designated Residential Neighbourhood in the City of Temiskaming Shores;
- Zoned Residential in the Town of Haileybury Zoning By-law No. 85-27;
- The proposed residential use and 66; wide lots meet the requirements of the Zoning by-law;
- The proposal is to construct small homes for seniors and small families.



## Staff Comments

### Treasurer:

The property is City owned and exempt from taxation. The sale will revert the properties to a taxable assessment, thereby increasing the assessment base and taxation revenues.

### Recreation Services:

This area of the municipality offers a park, playground, 3 on 3 basketball court and an outdoor rink in the winter. The area is home to young families and some seniors and the addition of more seniors will provide great opportunities for inter-generational recreational activities. This recreation services department has no concerns with the proposed development.



## Staff Comments

### **Economic Development:**

This proposal is supported by the economic development department. This is an opportunity to have new and affordable housing options for our residents. More people living in the south end of the City will help support the economy of this area.

### **Director of Public Works:**

There is plenty of capacity in the sanitary sewer system. Sanitary sewer lines are adjacent to the and some are across the property.

There is limited capacity in the water system as there is only one feed to North Cobalt and if we have a water main break, no-one will have water.



## Staff Comments

### Director of Public Works:

There is plenty of capacity in the sanitary sewer system. Sanitary sewer lines are adjacent to the and some are across the property;

There is limited capacity in the water system as there is only one feed to North Cobalt and if we have a water main break, no-one will have water;

Water mains will have to be extended at the developer's cost to the area as they do not extend near this property.

The entire area will have to be developed with roads and municipal services at the cost of the developer.

# Public Meeting – Disposal of Real Property



## Next Steps

- Pass a resolution to declare the property surplus;
- Pass a by-law to sell the land;
- Enter into a Development Agreement with the proponent to clearly state the proponent's responsibilities for: engineering studies, extension and construction of water and sanitary sewers, construction of roads, installation of hydro, gas and telephone services, fire hydrants, security deposits, etc.

**Ministry of Agriculture,  
Food and Rural Affairs**

**Ministère de l'Agriculture, de  
l'Alimentation et  
des Affaires rurales**



4<sup>th</sup> Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: 1-877-424-1300  
Fax: 519 826-3398

4<sup>e</sup> étage  
1 Stone Road West  
Guelph (Ontario) N1G 4Y2  
Tél. : 1-877-424-1300  
Télééc. : 519 826-3398

## **Rural Programs Branch**

June 23, 2015

Our File: SCF-0205

Christopher Oslund, City Manager  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
coslund@temiskamingshores.ca

Dear Christopher Oslund:

### **Re: Canada-Ontario Small Communities Fund (SCF)**

Thank you for your application under the Small Communities Fund.

Following a detailed review of the application and supporting materials you submitted, I am writing to inform you that your project was not selected for nomination to the federal government.

As the administrator of the federal government's Small Communities Fund, the province implemented the program in alignment with federal priorities and conditions. An intake was launched using a two-stage application process, consisting of an expression of interest stage for pre-screening and a full application stage. An evidence-based, multi-ministry review process was used to evaluate projects. At the application stage, projects were reviewed, assessed and prioritized based on the criteria outlined in the program manual (section 6.2). Projects nominated to the federal government demonstrated the clearest evidence of merit based on, where applicable:

- alignment with federal criteria;
- health and safety benefits;
- technical merit;
- economic benefits, and
- a comprehensive municipal asset management plan.

Ontario will continue to work with our communities to build the safe, modern public infrastructure that is important to growth, creates and attracts jobs, spurs productivity, helps the province grow and prosper, and ensures that people get the basic services they pay for now and in the future. As part of this, the province will be launching a second intake under the Small Communities Fund in the summer of 2015.



Good Things  
Grow in Ontario  
À bonne terre,  
bons produits



On May 21, 2015, the province launched 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). Feedback provided will inform the province when determining how to allocate the remaining \$11.5 billion of a \$15 billion investment outside the GTHA as part of *Moving Ontario Forward*. Starting July 6, 2015, roundtable consultation meetings will be held in 16 locations. Feedback can also be submitted online at [www.ontario.ca/infrastructureconsultation](http://www.ontario.ca/infrastructureconsultation) or in writing to the Ministry of Economic Development, Employment and Infrastructure by September 18, 2015.

Staff will be available to provide additional details on your project's assessment, if requested. Should you have any questions, please do not hesitate to call the contact centre at 1-877-424-1300 or email [SCF@ontario.ca](mailto:SCF@ontario.ca).

Thank you for your interest in the Small Communities Fund.

Sincerely,

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

Joel Locklin  
Manager (A), Program Operations



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

July 23, 2015

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

Attention: Chris Oslund

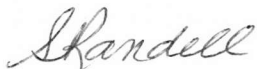
Dear Mr. Oslund:

Further to your correspondence with Harold Cameron, Airport Manager, at the Earlton-Timiskaming Regional Airport, regarding 2 sander trucks that the City of Temiskaming Shores has available as surplus, the Joint Municipal Services Board (MSB) passed a motion at their recent meeting June 18, 2015, to express their interest in these trucks.

Please accept this as a letter of intent from the MSB, to acquire 2 sander trucks from the City at little or not cost to the Airport.

We appreciate you considering us at this time, and thank you for your ongoing support of the Earlton-Timiskaming Regional Airport.

Regards,



Sheila Randell  
MSB Secretary



Le 19 juin 2015

David B. Treen, Greffier  
Corporation de la ville de Temiskaming Shores  
325, avenue Farr  
Haileybury, Ontario  
P0J 1K0

Monsieur,

Le Conseil scolaire catholique de district des Grandes Rivières a identifié « l'École élémentaire catholique Sacré-Cœur » de Temiskaming Shores comme n'étant plus nécessaire aux fins du Conseil. Selon le « Règlement de l'Ontario 444/98 de la Loi sur l'éducation », nous engageons le processus de disposition en vous offrant la propriété suivante :

Nom :	École élémentaire catholique Sacré-Coeur (SIIS 7758)
Adresse :	100, chemin Lakeshore, Temiskaming Shores
Années de construction :	1958
Superficie du bâtiment :	25 381 pieds carrés
Superficie du terrain :	1,384 acres (0.56 hectare)

Veuillez me confirmer par écrit, votre intérêt ou non, au plus tard le 6 octobre 2015 à 14 h. Selon la loi, la vente de l'école doit se faire à la « juste valeur marchande ».

Veuillez noter que le Conseil scolaire catholique de district des Grandes Rivières tire conclusion que votre organisme n'est pas intéressé à faire l'acquisition dudit édifice, si nous n'avons pas reçu vos intentions par écrit, au plus tard le 6 octobre 2015 à 14 h.

Si vous avez des questions, veuillez communiquer avec moi.

Bien à vous,

Mario Filion, CPA, CMA  
Gérant des services financiers

MF/fc

p. j.

c. c. Lorraine Presley, directrice de l'éducation  
Karine Lafrenière, gérante des installations scolaires



EDF EN Canada inc  
1134, rue Ste-Catherine Ouest, bur. 910  
Montréal (Québec) H3B 1H4  
Tél. 514.397.9997

Mr. Mayor and the Municipal Council  
City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, ON, P0J 1K0

June 18<sup>th</sup>, 2015

Dear Mr. Mayor, Dear Councillors,

Following our introductory meeting with Mr. Franks last May, we would like to formally present ourselves and the Friday Lake Wind Energy Centre (the "Project"), a wind power project that we are currently developing in the neighbouring Unorganized Township of Lorrain.

**On EDF EN Canada Inc.:**

**EDF EN Canada Inc.**, an EDF Energies Nouvelles Company, is a green energy pioneer and market leader, with over **1,500 MW or renewable energy facilities** in varying stages of development, construction and operation throughout Quebec, Ontario and Alberta. Most of our portfolio is composed of wind power facilities, and we are currently operating the largest wind farm in Canada (Blackspring Ridge, 300 MW, Alberta) and building the next largest one (Rivière-du-Moulin, 350 MW, Quebec). We have offices in Toronto and Montreal hosting more than a 100 full-time employees including project developers, wind resource assessment experts, civil and electrical engineers, the finance and the generation team.

The EDF Energies Nouvelles Group (EDF EN) is the green arm of EDF, a French global company and the world's biggest electricity producer. EDF EN has commissioned over 7500 MW throughout 16 countries.

EDF EN Canada Inc. has a **unique business model**: it not only develops and builds renewable energy projects but also finances and operates them throughout their whole life cycle up to decommissioning. This particular model induces a long-term approach to developing our projects. As such, it makes it essential for us and our projects' success to foster and sustain a positive and long-lasting relationship with the projects communities.

**On the Friday Lake Wind Energy Center:**

This is why we have approached the representatives of the municipalities surrounding our Project site early in the development process. Although **the Friday Lake Wind Energy Center is entirely located on Crown Land within the Unorganized Township of Lorrain**, west of highway 567, we believe that the surrounding municipalities of **Temagami, Latchford, Coleman, Cobalt and Timiskaming Shores** should be informed, consulted and interested in this Project.

The Project is currently at an early stage of development, object to high level constraints studies such as environmental and geotechnical desktop studies, consultation of the Ministry of Natural Resources and Forestry (MNR), the Ministry of Northern Development and Mines (MNDM), the Ministry of Tourism, Culture and Sports (MTCS) and other governmental agencies and utilities, and wind resource assessment.

EDF EN Canada inc  
1134, rue Ste-Catherine Ouest, bur. 910  
Montréal (Québec) H3B 1H4  
Tél. 514.397.9997

The Project is currently being prepared for the **first Request for Proposal under the Large Renewable Procurement Program (LRP I RFP)** held by the IESO (Independent Energy System Operation) under Ontario's Long Term Energy Plan. The submission date is **September 1<sup>st</sup>, 2015**.

The LRP I RFP is a **competitive process replacing FIT**, which aims at achieving the lowest cost of electricity for Ontario rate payers and favours projects which demonstrate support from the communities (host municipalities, First Nation, etc.).

Should the Project be awarded a power-purchase contract by the IESO, it would then enter a detailed development phase mostly focused on the **Renewable Energy Approvals Process (REA)**, a very rigorous permitting process which outlines standards for the protection of the environment, cultural heritage and continued engagement with members of the public, local Municipalities and Aboriginal communities.

As the Project is currently in a preliminary phase, the exact location of its infrastructures and its capacity are not yet precisely defined. However, we estimate that the interconnection capacity in this area would limit the Project's capacity at **120 MW**.

**On our community engagement proposal:**

As presented earlier and despite its peculiar location, we want to involve your community in the Friday Lake Wind Energy Centre. As such, we would like to put in place a **Community Benefit Agreement** that would contribute funds on an annual basis to all five surrounding municipalities.

So far, we have identified the **Temiskaming Community Foundation** to be a potential vehicle for these community benefits, as it would ensure a fair and neutral distribution towards local initiatives for all residents of the surrounding municipalities. We have approached a Foundation's representative and will be discussing in the coming weeks which is the most appropriate fund to benefit all.

Finally, we will soon send you our **Friday Lake Community Engagement Plan** that describes the information and consultation strategy we would like to develop on this Project, and will organize and advertise our first **Public Community Meeting** to be hosted in one of the surrounding municipalities this summer.

We look forward to hearing from you on this Project and remain at your service for any additional information. Please contact the Friday Lake Developer Nathalie Jouanneau at [nathalie.jouanneau@edf-en.ca](mailto:nathalie.jouanneau@edf-en.ca) and 514-397-9997 #134 should you have any question.

Sincerely,



Stéphane Desdunes  
Director, Development

Ministry of Energy

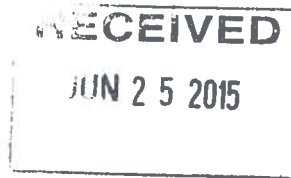
Office of the Minister

4<sup>th</sup> Floor, Hearst Block  
900 Bay Street  
Toronto ON M7A 2E1  
Tel.: 416-327-6758  
Fax: 416-327-6754

Ministère de l'Énergie

Bureau du ministre

4<sup>e</sup> étage, édifice Hearst  
900, rue Bay  
Toronto ON M7A 2E1  
Tél. : 416 327-6758  
Télec. : 416 327-6754



MC-2015-1014

June 18, 2015

His Worship Carman Kidd  
Mayor  
City of Temiskaming Shores  
325 Farr Drive  
PO Box 2050  
Haileybury ON P0J 1K0

Dear Mayor Kidd:

I am writing today to provide you with an update on the initiatives the Ontario government is taking to give municipalities more information and control around local energy planning.

Our government remains committed to building a cleaner energy system in Ontario in a way that respects communities and builds on their collective success. To do that, we know municipalities need a strong voice in the development of energy projects and we continue to take steps to make that happen.

As we continue to implement Ontario's 2013 Long-Term Energy Plan (LTEP), we have made important changes to increase the role of municipalities in the development of energy projects. I believe that these initiatives and activities demonstrate the Ontario government's desire to work with municipalities on energy issues.

### **Regional Electricity Planning**

Regional planning is a key feature of the 2013 LTEP. In December, I noted that changes introduced by the Ontario Energy Board (OEB) in 2013 formalized the regional electricity planning process by ensuring that transmitters, distributors and the Independent Electricity System Operator (IESO) work closely to identify solutions for regional electricity needs and encourage greater municipal involvement and public participation.

I encourage you to visit the IESO's website at <http://www.powerauthority.on.ca/power-planning/regional-planning> or Hydro One's website at [www.hydroone.com/regionalplanning/Pages/home.aspx](http://www.hydroone.com/regionalplanning/Pages/home.aspx) to learn more about current and upcoming regional planning activities and view a map of Ontario's electricity regions.

To make sure their voices are heard, municipalities will continue to be asked to actively participate in electricity planning and siting activities, in particular where integrated plans – which consider conservation first, before generation, transmission and/or distribution options – are being developed.

Planning is already underway or complete in 14 of Ontario's 21 electricity regions. Planning in the remaining seven regions will be undertaken by 2018, and all regions will be assessed every five years, or sooner as needed.

As of April 2015, the IESO has released eight integrated plans where needs were identified. The IESO may have already engaged your municipality as it develops integrated plans. This presents an opportunity to work directly with the IESO, key electricity stakeholders and the public to contribute to regional-level planning and identify the right solutions for your communities. Alongside this co-ordinated work, I would encourage you to continue planning for your local electricity needs, working with your local distribution company and other partners to do so.

### **Municipal Energy Plans**

In the 2013 LTEP, the province committed to putting conservation first. Putting conservation first means ensuring conservation is the first resource considered before building new generation and transmission facilities, wherever cost-effective. Conservation is the cleanest and cheapest energy resource and it offers consumers a way to mitigate their energy bills.

To continue our efforts to put conservation first, our government is supporting local community energy planning and engaging municipalities through the Municipal Energy Plan (MEP) program.

Launched in 2013, the MEP program supports municipalities' efforts to better understand their local energy needs, develop plans to meet their goals, and identify opportunities for energy efficiency and clean energy. Municipal Energy Plans are voluntary and look at all energy uses throughout a community including the residential, commercial, transportation, institutional and industrial sectors. This differs from the mandatory Broader Public Sector Energy Conservation and Demand Management Plan requirements for municipally-owned buildings under Ontario Regulation 397/11.

For more information about Ontario Regulation 397/11, please see the Broader Public Sector Energy Conservation and Demand Management Plans section below.

MEPs will help municipalities:

- assess the broader community's energy use and greenhouse gas (GHG) emissions;
- identify opportunities to conserve, improve energy efficiency and reduce GHG emissions;
- consider impact of future growth and options for local clean energy generation; and
- support local economic development.

I recently sent a letter to the Association of Municipalities of Ontario clarifying that the MEP program is available to all Ontario municipalities, including large single tier and regional municipalities. The program offers two funding streams:

1. Development of a New Municipal Energy Plan: Successful applicants will receive 50 per cent of eligible costs, up to a maximum of \$90,000.
2. Enhancement of an Existing Energy Plan: Successful applicants will receive 50 per cent of eligible costs, up to a maximum of \$25,000.

The province is currently funding nine municipalities under the MEP program.

Guidelines and the application form are available at [www.energy.gov.on.ca/en/municipal-energy/](http://www.energy.gov.on.ca/en/municipal-energy/).

### **Broader Public Sector (BPS) Energy Conservation and Demand Management (CDM) Plans**

Starting in 2013, municipalities and other BPS organizations were required by regulation to:

- report their annual energy consumption and GHG emissions to the province and make that information publicly available; and
- develop five-year energy conservation and demand management plans and make those plans publicly available.

The development and implementation of these plans will help municipalities:

- reduce their energy consumption and GHG emissions;
- free up resources for core activities;
- support the development of a MEP; and
- demonstrate leadership in sustainability.

All BPS organizations, including municipalities, developed their first CDM Plans in 2014 and should be working toward implementing the energy conservation and demand management measures identified in those Plans. In 2014, 90 per cent of Ontario's municipalities reported their annual energy consumption and GHG emissions and nearly 80 per cent developed CDM Plans. Those that did not develop plans are encouraged to do so to benefit from improved energy management.

Municipalities are currently working to report their 2013 energy consumption and GHG emissions to the Ministry by July 1, 2015. A number of resources including webinars, videos, guides and tools have been created to help support reporting. Ministry staff have been in touch with officials in your municipality to ensure they are aware of the regulation's reporting requirements and the resources available to help meet the reporting requirements. Questions about the regulation and its reporting requirements can be sent to [BPSSupport@ontario.ca](mailto:BPSSupport@ontario.ca).

Should you wish to speak with ministry staff about the MEP program or the BPS reporting requirements, please feel free to contact Jennifer Block, Director, Conservation Programs and Partnerships Branch, Ministry of Energy by email at [jennifer.block@ontario.ca](mailto:jennifer.block@ontario.ca) or by phone at 416-212-9267.



## **Renewable Energy**

Building clean, reliable and affordable energy in a way that respects communities is a top priority for Ontario. The province is working with municipalities and renewable energy project developers to help ensure that cost-effective and well-supported projects are developed.

We're doing this by providing municipalities with a stronger voice in the development of large renewable energy projects.

The IESO consulted extensively with the public, municipalities, Aboriginal communities and other groups on the design of the new Large Renewable Procurement (LRP) program. The LRP's mandatory engagement requirements are intended to facilitate early relationship-building between the developer and the local community, ensuring local needs and considerations are taken into account before a proposal is even submitted. To meet these requirements, a project developer must develop a community engagement plan, and hold at least one public community meeting and at least one meeting with the local municipality.

The LRP program also includes rated criteria points for Aboriginal participation and community engagement over and above the mandatory requirements. This points-based system is intended to promote relationship building between the developer and the local municipality, and to provide additional opportunities for communities to raise local needs and considerations. Proponents that can show they have a combination of municipal support, agreements in place with the municipality, and the support of abutting property owners would receive points to increase their likelihood of success in the competitive process.

Information on the LRP program can be found on the IESO's website at [www.ieso.ca/lrp](http://www.ieso.ca/lrp).

The LRP program improves the Feed-In Tariff (FIT) program, developed in 2009. We're encouraging municipalities to be active participants in FIT, which last year offered more than 300 contracts to projects that had municipal or public sector entity participation.

Municipalities, local distribution companies, universities, colleges, schools, hospitals, long-term care homes, social housing projects and individuals are also eligible to participate in the microFIT program. By the end of 2014, more than 20,000 microFIT projects were online.

More information on the FIT and microFIT programs can be found at <http://fit.powerauthority.on.ca/>.

## **Energy East**

On October 30, 2014, TransCanada PipeLines Limited filed its application with the National Energy Board (NEB) to develop its proposed Energy East pipeline, which would carry Alberta crude oil across Ontario into Québec and onward to New Brunswick.

The project would have a total length of approximately 4,500 kilometres. As currently proposed, the project involves converting, from natural gas to oil service, one pipeline of the TransCanada Mainline that runs across the prairies and Northern Ontario to North Bay and on to Cornwall. In addition, there would be new oil pipeline construction in Alberta, Ontario (east of Cornwall), Québec and New Brunswick. Within Ontario, there would be approximately 1,928 kilometres of natural gas pipeline converted to oil service and 106 kilometres of new build oil pipeline.

On April 2, 2015, TransCanada wrote a letter to inform the NEB it will make amendments to its Energy East application. The letter indicated that TransCanada will no longer build a marine oil storage terminal and export facility at Cacouna, Québec and was looking at alternatives. In a separate news release dated April 2, 2015, TransCanada also indicated the Cacouna alteration would contribute to the project's in-service date being revised to 2020, a delay of almost two years.

Also, on April 2, 2015, TransCanada filed a letter with the NEB indicating that the company may be amending its Eastern Mainline Project application at a future date. As currently proposed, the Eastern Mainline Project is 245 kilometres of new natural gas pipeline between Markham and Cornwall. With Energy East's conversion of existing natural gas pipeline capacity to oil service, the Eastern Mainline Project is needed to ensure gas customers in eastern Ontario remain adequately supplied. Changes to the scope of the Eastern Mainline Project may have implications for Ontario natural gas consumers.

The NEB is currently reviewing TransCanada's application to determine the completeness of the filing. The letters filed by TransCanada on April 2, 2015, suggest that the NEB may not be in a position to make a determination on completeness prior to the fourth quarter of 2015. Once the NEB completes its review of the application, it will issue a Hearing Order. The Hearing Order will detail the NEB's regulatory process and timelines. The NEB will then have 15 months to complete the hearing and provide its recommendations to the Federal Cabinet, which will have three months to review and make the final determination.

The people of Ontario have important interests at stake in the proposed Energy East project and the province has applied to intervene in the NEB's regulatory process for both Energy East and the related Eastern Mainline Project.

Given the significance of TransCanada's proposal and to ensure Ontarians have the opportunity to express their views, I asked the OEB to engage with municipalities, First Nation and Métis communities, stakeholders and the public to ensure this project is safe for the people of our province and the environment and beneficial for our economy, and to complete a report based on their findings.

We initiated the OEB process to hear directly from all interested Ontarians. In addition, technical experts engaged by the OEB will help inform Ontario's position on critical matters such as pipeline safety and environmental impacts, and the impact Energy East will have on Ontario's natural gas consumers. The province's perspective on Energy East is that the reliability and pricing of Ontario's natural gas supply and ensuring the public safety of Ontarians are non-negotiable issues.

The consultation phase of the OEB's process has concluded. The OEB held meetings with communities along the pipeline route in 2014 and 2015. Stakeholder Forums were also held to get a broader perspective on issues like pipeline safety, natural gas market impacts, and the environment. Written submissions from interested parties were due to the OEB on April 24, 2015. The final reports of the technical advisors hired by the OEB have been posted on the OEB's website at [www.ontarioenergyboard.ca/html/oebenergyeast/EEindex.cfm#.VT6YTZTXIdU](http://www.ontarioenergyboard.ca/html/oebenergyeast/EEindex.cfm#.VT6YTZTXIdU).

At this time, it's anticipated that the OEB will deliver its final report on Energy East to me in the second quarter of 2015. Ultimately, the OEB report will help inform Ontario's position on Energy East.

We have made these important changes to increase the role of municipalities in the development of energy projects so that, together, we can fulfil the vision of the 2013 LTEP. I look forward to continuing to foster a strong working relationship with your municipality on our shared priorities and interests.

Please accept my best wishes.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Chiarelli". The signature is fluid and cursive, with the first name "Bob" and last name "Chiarelli" clearly distinguishable.

Bob Chiarelli  
Minister



Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

JUN 25 2015

Project Number: 851-807275

His Worship Carman Kidd  
Mayor  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury ON P0J 1K0

Dear Mayor Kidd:

**Re: Contribution to The Corporation of the City of Temiskaming Shores**

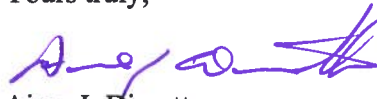
I am pleased to advise that FedNor is prepared to provide support of up to \$380,000 towards the organization of the Northern Ontario Mining Showcase pavilion during the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 223. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

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

May I offer my best wishes to The Corporation of the City of Temiskaming Shores.

Yours truly,



Aime J. Dimatteo  
Director General  
FedNor

c.c. Mr. James Franks, Economic Development Officer

c.c. Ms. Laura Lee MacLeod, Treasurer



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

April 8, 2015

Dear Mayor and Council;

Disposing of waste in an environmentally-friendly manner is crucial and we applaud the City for the implementation of its current waste removal program.

The curling club does promote recycling and we provide bins within our facility to do this. However, during rentals, we are not there to police the recycling and thus, we have more garbage than recycling. During our normal day to day operations, our current bins are sufficient, but when we have rentals, the amount of garbage is beyond our control.

Prior to the current garbage collection system our club was allowed 10 bags per pickup by Phippen Waste Management. With the implementation of the current waste removal the club was given one garbage bin and one recycling bin, the same as any household. This is not acceptable.

We have inquired into the possibility of renting a larger bin through Phippen Waste Management, but it simply is not feasible for our club. Phippen's require regular pickups, but because our rentals are sporadic, we would not have enough waste to make it feasible to rent a bin and pay for pickups when for the most part, our bins would be empty.

We have requested a second garbage bin from the City, but we were advised we could only get additional recycling bins. This will not solve our issue with the extra garbage accumulated during rentals. It does not seem fair or reasonable that we went from 10 bags per pickup down to only 1 garbage bin.

In a response letter from the City, we were advised that we would have to arrange for private waste collection or dispose of excess waste at the Haileybury Landfill site, during normal hours of operation, and at the applicable tipping fee. Again, this is not acceptable. We are an organization run by volunteers and do not have the manpower or funding to make this happen. We are asking the City to reconsider our options.

We understand that you are promoting recycling, and we are too. The fact of the matter is, we will sporadically have more garbage than can be put into one bin. When the City implemented the current standards, they didn't take clubs like ours into consideration. Again, going from a 10 bag pickup down to one bin is not sufficient. Basically we have been charged an extra fee for the new recycling program, but we are, in fact, getting less service.

Thank you for your re-consideration in this matter. We are looking forward to working with the City to provide us with a mutually beneficial solution.

*Shawn Hearn*

Shawn Hearn  
President, Cobalt-Haileybury Curling Club

Chris Oslund,  
City Manager  
City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Dr.  
Haileybury, Ontario POJ 1K0

Bonjour Chris,

The Haileybury Golf Course is wanting to upgrade its facilities to offer an enhanced banquet, conference, workshop and family gathering facility. We believe that the Haileybury Golf Club, a historic municipal asset has much to offer to this community. Upgrading it will offer more event possibilities to the community.

To this end, we want to open up the dining room and encompass the patio area to make it into one big room. We also are redoing the kitchen and bar area to provide greater catering and bar services. We are also upgrading the accessibility with ramp, lift and bathroom facilities. We have had estimates made up to a total of approximately \$125,000.00.

We are applying to FedNor and NOHFC for funding in realizing this project. We would need a letter of support from the City of Temiskaming Shores.

It would be important that you state in your letter the need for accessible facilities that offer greater capacity for events, conferences, workshops or gatherings while at the same time stressing the historical character of the building and its panoramic setting on Lake Temiskaming.



The letter must be addressed to Rick Walsh and Michel Massie, co-Presidents of the Haileybury Golf Club, Haileybury Golf Course, 800 Latchford Street, Haileybury, ON , POJ 1K0.

*Amicalement,*  
*Michel*

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**Temiskaming Shores Public Library Board**

Meeting Minutes  
Thursday, May 21, 2015  
7:00 p.m. at the New Liskeard Branch

**1. Call to Order**

Meeting called to order by Chair Donald Bisson at 7:05 p.m.

**2. Roll Call**

Present: Donald Bisson, Jeff Laferriere, Brenda Morissette, Cam Locke, Carman Kidd  
and CEO/Head Librarian Rebecca Hunt

Regrets: Robert Dodge, Roger Oblin, Theresa McGrory

Members of the Public: 0

**3. Adoption of the Agenda**

**Moved by:** Jeff Laferriere

**Seconded by:** Carman Kidd

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

**Carried.**

**Additions to Agenda:**

**Secretary-Treasurer's Report c. :** Strategic Plan PowerPoint presentation

**New Business d.** Canada 150 Community Infrastructure Program

**4. Closed Session regarding identifiable individual:**

**Moved by:** Brenda Morissette

**Seconded by:** Cam Locke

Be it resolved that the Temiskaming Shores Public Library Board go into closed session regarding an identifiable individual at 7:08 p.m.

**Carried.**

**Moved by:** Brenda Morissette  
**Seconded by:** Cam Locke

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session without report at 7:18 p.m.

**Carried.**

## **5. Adoption of the Minutes**

**Moved by:** Carman Kidd  
**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Thursday, April 16, 2015 as amended.

**Carried.**

## **6. Business arising from Minutes**

- a. Carman Kidd asked the CEO to summarize the changed furniture and workflows in the New Liskeard Branch.
- b. Brenda Morissette asked if there had been any patron inquiries regarding the closure on Tuesday in lieu of the statutory holiday.

## **7. Correspondence**

- a. From Roger Graham, Superintendent, Monteith Correctional Complex.

**Re:** Thank you for donations of reading materials for inmates.

**Reference:** Information.

- b. From Ben Hendriks, Ontario Trillium Foundation

**Re:** Closure of compliance audit.

**Reference:** Information.

- c. From Margaret Villneff, President, Little Claybelt Homesteaders Museum

**Re:** Thank you for donation of Harold Hie photos.

**Reference:** Information.

- d. From Marilyn Gervais

**Re:** Concern about library budget cuts.

**Reference:** Information

- e. From Rod Sawyer, Library Services Advisor, Ministry of Tourism, Culture and Sport

**Re:** Library Municipal Performance Measurement Program (MPMP) discontinued effective 2014.

**Reference:** Information

## 8. Secretary–Treasurer’s Report

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

**Friends of the Library:** Will meet in September, 2015.

### **Buildings and Equipment:**

**Fire safety checks** were conducted in April in Haileybury and New Liskeard buildings

**Painting in Haileybury:** the painting has been completed and we are working on getting the posters and furniture moved back into place

**Virtualization Project:** the virtualization setup has been installed in Haileybury and the kinks are being worked out. Once everything is running smoothly the equipment for New Liskeard will be installed at that branch. So far it is going well—computer users seem to be able to access everything they need and I am happy with the speed. The setup is very quiet and tidy—no more towers with loud fans!

### **Business:**

**Libraries 2025, April 29-May 1:** The speakers were excellent and libraries across the province were encouraged to vote for priorities for the next ten years for Ontario libraries.

Many of the themes that were popular were related to staff training, outcome based evaluation, and community led public libraries.

**Networking Meeting, May 5:** The group learned to use Google+ to create communities and do videoconferencing.

**Library Strategic Plan:** I have printed 30 colour copies of the library strategic plan and sent a copy to each of the city councillors and Chris Oslund. Chris asked if the Library Board would like to make a presentation of the Strategic Plan to council on June 2. I am working on a PowerPoint, but it might be good if some of the board members gave the presentation and were present at the meeting.

The CEO presented the Strategic Plan PowerPoint presentation and the board discussed who might present it at the June 2 meeting. Several members suggested that Bob Dodge might present with the CEO.

**Community Complex for Temiskaming Shores:** Kathy Demarce, Al Willard and I met with Tammie Caldwell, Mike McArthur, Carman Kidd and Chris Oslund on May 7 to discuss the project. At that meeting it was suggested that we make a presentation at the Recreation Committee meeting on May 11 to gauge interest there. After our presentation at that meeting there was a recommendation from the Recreation Committee that there be a motion from Council to hire a consultant to do a feasibility study. There was discussion about using the new Trillium funding structure to do so.

Carman Kidd and Jeff Laferriere followed up with the Board on the results of the May 19 Council meeting when the report about the project was discussed. The motion that passed through Council indicated that if there were capital funds left in 2015 the consultant would be hired, however if not then the project would be brought forward to the 2016 budget process.

**Staff courses:** Kendra and Melissa are completing their Spring Term EXCEL Library Management courses.

### ***Programming***

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

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

Preschool Storytime at the Library

Wednesdays at alternating branches until the end of May.

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

Tuesday, June 23 from 6:30-7:30

Manor, Lodge and Extencicare book exchanges continue

Books are exchanged for residents every two weeks in each location

Pay as you Please Used Book Sales at the Library Branches

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

Tuesday Night Book Club at the New Liskeard Branch

The last Tuesday of each month.

***Finances and Statistics***

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

**9. Committee Reports**

a. **Finance and Property Committee:** Nothing to report

b. **Planning, Personnel, Policy and Publicity Committee**

- Will schedule a meeting to create a policy for staffing priorities, tentatively set for Tuesday, May 26 at 2:00 at the Haileybury library.
- CEO's performance evaluation was recently completed.

c. **Building Committee**

- Will schedule a meeting, tentatively set for Monday, May 25 at 2:00 at the Haileybury library

**10. New Business**

a. **Report LIB-011-2015: Workplace inspection report**

Received for information

**b. Report LIB-012-2015: Proctoring Exams**

The board accepted the report and discussed instituting a fee for proctoring exams. The Chair sent the report to the Planning, Personnel, Policy and Publicity Committee to prepare a policy and recommendation

**c. Loan Ukuleles from the library, email discussion with Candy Keith.**

The Library Board discussed loaning out ukuleles for the summer for the Pied Piper Kidshows. The Board agreed it is a good community partnership and would be beneficial to have the service from the library for the summer, but that the Library cannot be responsible for any damaged instruments, collecting a deposit fee for the instruments or any financial liability in the partnership. The Board instructed the CEO to follow up with Ms. Keith.

**d. Canada 150 Community Infrastructure Program.**

Carman Kidd and the CEO brought forward information regarding a new program with FedNor that makes available funding up to 50% of enhancement projects in cultural buildings in preparation for Canada's 150 anniversary of confederation. The Board discussed the program and agreed that the Building Committee should meet with Mitch on Monday to discuss possible library projects to include.

At 8:03 Jeff Laferriere left the meeting. The Board lost quorum.

**11. Plan, Policy and Bylaw Review**

- a. **Policy review: Community Information Policy, Facilities-3.** Deferred to next meeting.

**12. Adjournment**

Motion to adjourn by Cam Locke at 8:10 p.m.

**Carried.**

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Chair – Donald Bisson

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

**Meeting Minutes**

Wednesday, April 29, 2015

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**Present:** Chair: Carman Kidd  
Members: Robert Dodge; Florent Heroux; Angela Hunter; Voula Zafiris

**Also Present:** Jennifer Pye, Secretary-Treasurer

**Public:** Christine Byberg – Applicant A-2015-03(NL)

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**1. Opening of Meeting**

Resolution No. 2015-12

Moved By: Robert Dodge

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be opened at 1:30 p.m.

**Carried**

**2. Adoption of Agenda**

Resolution No. 2015-13

Moved By: Florent Heroux

Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

**Carried**

**3. Declaration of Pecuniary Interest**

None

**4. Adoption of Minutes**

Resolution No. 2015-14

Moved By: Robert Dodge

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the March 25, 2014 Committee of Adjustment Meeting as amended.

**Carried**

**5. Public Hearings**

Chairman Carman Kidd advised that this afternoon a public hearing is scheduled for one (1) minor variance application.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed applications and, second, to receive comments from the public and agencies before a decision is made.

**5.1 Minor Variance Application A-2015-03(NL) Tate and Christine Byberg**

The Chair declared the public hearing for Minor Variance Application A-2015-03(NL) to be open.

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

**Meeting Minutes**

Wednesday, April 29, 2015

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The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

**Subject land:** 480 Agnes Avenue; Plan M272T, Lot 3; Parcel 19273SST; Town of New Liskeard.

**Purpose of the application:** The applicant is seeking relief from the requirements of Zoning By-law 2233 as follows:

Provision	Zoning By-law 984	Subject Property
6(2)(e) Building Setback, Front (minimum)	7.5m (24.6')	4m (13')

The applicant is requesting to construct a new 7.3m x 8.5m (24' x 28') garage closer to the front lot line than is permitted in the Zoning By-law.

**Statutory public notice:** The application was received on March 31, 2015 and was circulated to City staff. Notice of a complete application and notice of a public hearing was advertised in the Temiskaming Speaker on April 8, 2015 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that in her opinion the application meets the four tests for a minor variance as prescribed in the Planning Act and respectfully requested that the Committee approve the application.

The Committee discussed the property being a corner lot and the location of the house on the property, noting that in situations similar to the conditions on this property there may need to be policies in the comprehensive Zoning By-law to permit accessory structures in the front yard. The Committee noted that if the garage were to be constructed in the flank yard it would be permitted closer the lot line than other houses fronting on the same street.

The committee considered the following resolution:

Resolution No. 2015-15

Moved By: Voula Zafiris

Seconded By: Florent Heroux

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2015-03(NL) as submitted by Tate and Christine Byberg for the following lands: 480 Agnes Avenue; Plan M272T, Lot 3; Parcel 19273SST; Town of New Liskeard;

**And whereas** the applicant is requesting relief from the following sections of Zoning By-law 2233, as amended:

- 1) Section 6(2)(6) requires a minimum front building setback of 7.5m. The applicant is requesting 4m;

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated April 24, 2015 and has considered the recommendations therein;

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

**Meeting Minutes**

Wednesday, April 29, 2015

---

**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores grant relief from Section 6(2)(e) of Zoning By-law 2233 to permit a minimum front building setback of 4m.

**Subject to the following conditions:**

- 1) The approval of the minor variance applies only to the construction of the garage as proposed in the application.

**For the following reasons:**

In the opinion of the Committee:

1. The variance maintains the general intent and purpose of the Town of New Liskeard Official Plan, as amended;
2. The variance maintains the general intent and purpose of the Town of New Liskeard Zoning By-law 2233, as amended;
3. The variance is desirable for the appropriate development or use of the land, building, or structure;
4. The variance is minor.

**Carried**

The Chair declared the public hearing for Minor Variance Application A-2015-03(NL) to be closed.

**6. New Business**

**6.1 2015-2016 Schedule of Meetings**

*Resolution No. 2015-16*

Moved By: Robert Dodge

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment adopts the 2015-2016 Schedule of Meetings.

**Carried**

**7. Unfinished Business**

The Committee inquired about a severance and minor variance application that was approved for two properties on the corner of Lakeshore Road and Wedgewood Avenue for Rheal Gelinas, specifically with regard to the accessory buildings on the property. The Committee believes that the accessory structures were to be removed upon construction of the dwelling. The Committee questioned who was responsible for following up on these matters. Jennifer Pye advised that she will check the applications and the minutes of the meeting for clarification.

**8. Applications for Next Meeting**

Next meeting: Wednesday, May 27, 2015

**9. Adjournment**

*Resolution 2015-17*

Moved By: Robert Dodge

Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment meeting be closed at 1:52pm.

**Carried**

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

**Meeting Minutes**

Wednesday, April 29, 2015

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Carman Kidd  
Chair

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Jennifer Pye  
Secretary-Treasurer

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

Thursday, May 21st, 2015  
Council Chambers, Township of Armstrong  
Earlton, Ontario

**Attendance:** Pauline Archambault, Morgan Carson, Debbie Veerman, Marc Robillard,  
Doug Metson, Barbara Beachey, Bryan McNair, Ron Vottero, Ken Laffrenier,  
George Daviau (Armstrong Twp.) Harold Cameron, Sheila Randell

**Guests:** Darlene Wroe (Speaker), Claude Daviau and Peggy Harrison (TRACC),  
Mike Romain (KL Drag Races), representatives from TRACC and KL Drag Races,  
D. Nackers (Armstrong Twp. Councillor)

**Regrets :** Danny Whalen

**Absent :** Charlie Codd, Robert Ethier, Representatives from Cobalt and James Twp.

**1. Welcome - Meeting called to order**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the meeting of May 21st, 2015, be called to order  
at 7:00 p.m, by Acting Chairman, Marc Robillard."

Carried

**2. Attendance was taken.**

**3. Approval of Agenda**

Moved by: Barbara Beachey

Seconded by: Doug Metson

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

Carried

**4. Minutes of last Meeting**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Minutes of the meeting held April 16th, 2015, be adopted  
as presented."

Carried

**5. Errors or Omissions**

There were no errors or omissions.

**6. Business Arising from the Minutes**

Claude Daviau representing TRACC drag races, gave a presentation and requested that the MSB reverse their decision and allow the drag races to proceed this year at the Airport. Peggy Harrison (TRACC) and Mike Romain (KL Drag Race Club) also presented information, and their very strong feelings on how important this event is for families involved and effect on the economy.

Moved By : Ken Laffrenier

Seconded By : Morgan Carson

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) open discussion regarding TRACC using the Airport for Drag Races in 2015"

Carried

Moved By : Debbie Veerman

Seconded By : Morgan Caron

WHEREAS "TRACC requested use of the Airport for drag races in 2015";  
AND WHEREAS "the MSB passed a motion at the regular meeting April 16, 2015 "that air ambulance service is very important, therefore the Airport will not be closed for drag races this year, and going forward";"

AND WHEREAS "TRACC has requested this decision be revisited, and has brought forward a presentation to the MSB";

THEREFORE:

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) - rescind their motion of April 16, 2015, and allow TRACC to use the Airport facilities August 6,7,8,9, and 10, 2015, for the usual percentage of fees and conditions, as set out in the lease agreement. Proof of \$5,000,000. liability insurance and an Emergency Response Plan to be provided 60 days prior to the event."

Carried

Moved By : Ken Laffrenier

Seconded By : Morgan Carson

WHEREAS "TRACC has requested use of the Airport for grass drag races July 4, 2015"

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) agrees that TRACC be able to use the grass strip beside Runway 16-34 to hold grass drag races July 4, 2015. (one day event only).

Carried

**7. Closed Session**

There was no Closed Session.

**8. Committee Reports**

**(i) Finance Committee**

Moved by: Morgan Carson

Seconded by: Pauline Archambault

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

Carried

**(ii) Property and Maintenance Committee Report**

No Report

**(iii) Human Resources Committee**

No Report

**9. Correspondence**

Moved by: Ron Vottero

Seconded by: Bryan McNair

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

Carried

**10. Manager's Report**

Moved by: Bryan McNair

Seconded by: Ron Vottero

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

Carried

**11. Chairman's Remarks/Report**

No Report

**12. Any Other Business:**

Harold advised the Board that a single-point fueler has been purchased as per motion passed April 16, 2015.

Armstrong Twp. representative, George Daviau, was questioned regarding the invoice that was re-submitted to the Township for Harold's hours spent cleaning up water, and George advised that "the decision should be reversed", and that the Township "will have to pay it".

**13. Adjournment**

Moved by: Morgan Carson

Seconded by: Ken Laffrenier

BE IT RESOLVED THAT "this meeting be adjourned - 8:58 p.m. The next meeting will be held June 18th, 2015 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



Secretary

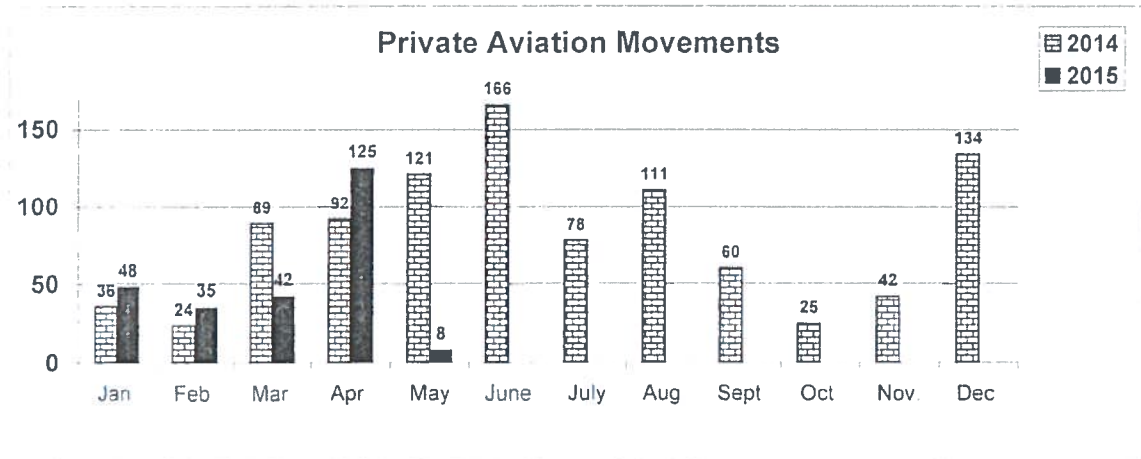
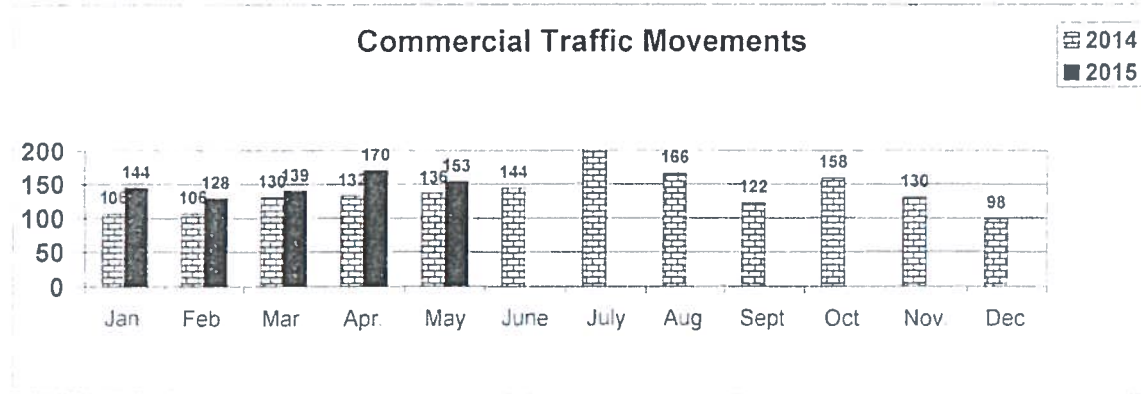
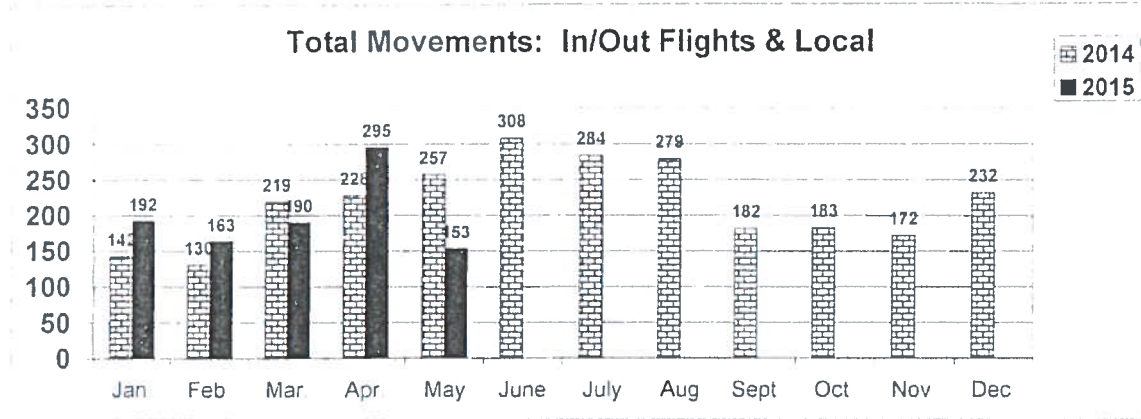
# EARLTON-TIMISKAMING REGIONAL AIRPORT MAY 2015

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$11,418	\$48,857
Operations	\$8,526	\$191,052
	\$19,944	\$239,909
<u>EXPENSES</u>		
Fuel	\$8,387	\$34,305
Operations	\$18,478	\$100,174
Capital Expenses	\$0	\$0
	\$26,865	\$134,479
<u>NET PROFIT/LOSS</u>		
Fuel	\$3,031	\$14,552
Operations	-\$9,952	\$90,878
Capital Expenses	\$0	\$0
	-\$6,921	\$105,430
<u>FUEL INVENTORY - JET A1</u>	\$ 4,099	
<u>FUEL INVENTORY - AVGAS</u>	\$ 3,589	
<u>FUEL INVENTORY - DIESEL</u>	\$ 2,760	



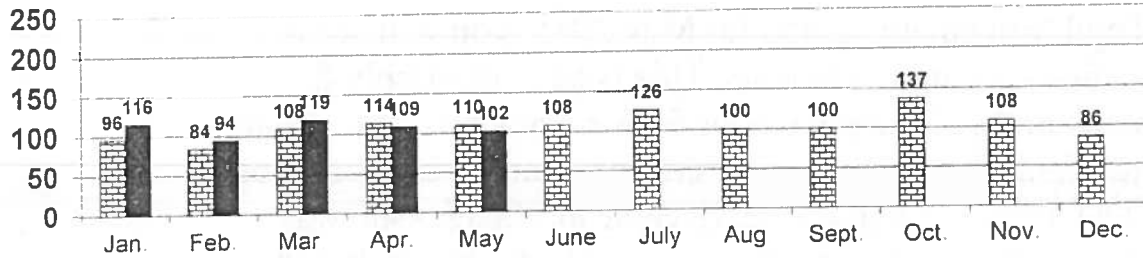
# ANNUAL AIRCRAFT MOVEMENTS

AS OF MAY 31, 2015



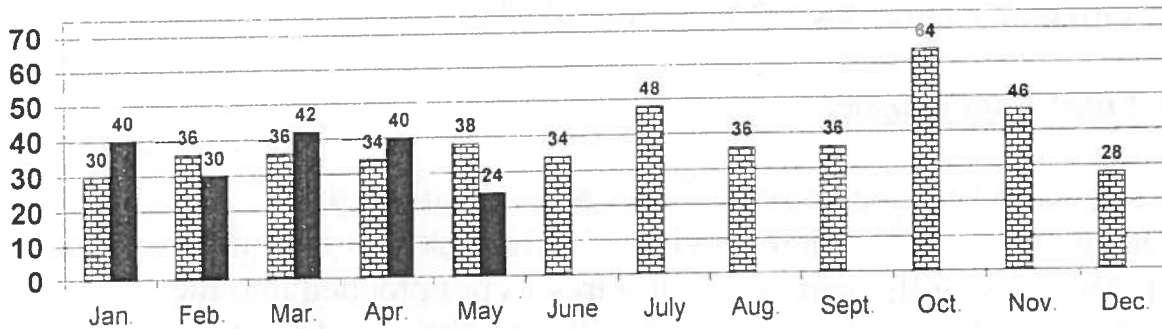
### Air Carriers Movements

2014  
2015



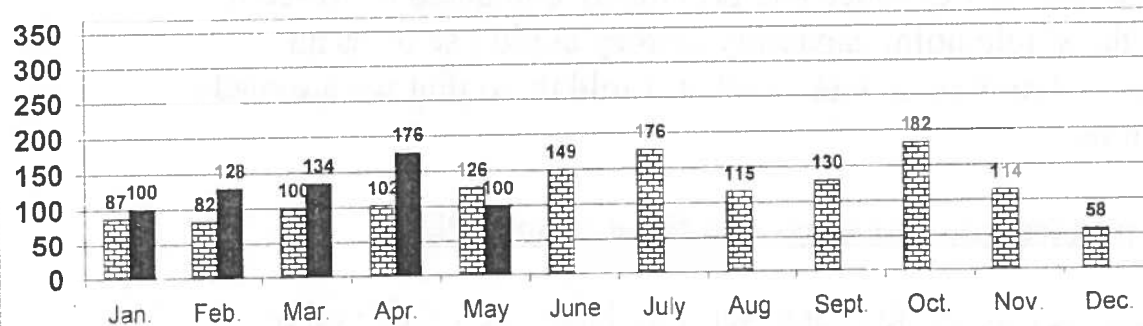
### Air Ambulance Movements

2014  
2015



### # Pgrs. via Air Charter

2014  
2015



## **AIRPORT MANAGER'S REPORT MAY 2015**

### **Aircraft Movements:**

In the Total Movements graph for May 2015, you will see a dramatic decrease in movements. This is a result of only 8 movements in the Private Aviation Movements this year versus 121 in the same month last year. This was caused by two of our anchor tenants being without serviceable airplanes. One was caused by engine problems, and the other had just purchased a "new" airplane and was refurbishing the interior and modifying the instrument console before using it. The first day of June saw more private movements than the whole month of May.

### **Single Point Fuel Nozzle:**

Our single point fuel nozzle arrived and, after installing the required adapters, was put into service. It's first task was fuelling Georgia Pacific's Gulfstream jet. 1700 litres were uploaded into the aircraft from the bottom fuelling point without spilling a drop. I contacted our TEMSAR local CASARA (Civil Aviation Search and Rescue Association) and Air Creebec to tell them about our new purchase. Air Creebec had previously contacted us to see if we had the single point capability so they could use us as an alternate to Timmins in bad weather. I told them that we are ready for them now.

### **RFP For Strategic Business and Operational Plan:**

Five packages for professional services have been received by Armstrong Township. The next steering committee meeting is June 15th.

Harold Cameron  
Earlton-Timiskaming Regional Airport Manager

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

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	\$10,057.00
Casey	374	\$2,973	\$1,486.50
Chamberlain	346	\$2,751	\$1,375.50
Charlton and Dack	670	\$5,327	
Cobalt	1103	\$8,769	\$4,384.50
Coleman	531	\$4,221	\$4,221.00
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	\$1,844.50
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	\$1,805.00
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	\$40,247.00
Thornloe	110	\$875	\$875.00
<b>Total Contributions</b>	<b>18218</b>	<b>\$144,833</b>	<b>\$90,170.00</b>

**Donation**

Kerns	349	\$2,775	
<b>Total Contributions</b>		<b>\$147,608</b>	<b>\$90,170</b>

As of June 3 2015





## TEMISKAMING SHORES POLICE SERVICES BOARD

MONDAY, MAY 25, 2015 AT 10:00 A.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

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### MINUTES

#### 1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 10:00 a.m.

#### 2. ROLL CALL

PRESENT: Board Chair Doug Jelly  
Board Members Gail Moore, Ruth Shepherdson, Brian Thornton  
and Danny Whalen

ALSO

PRESENT: Christopher W. Oslund, Board Secretary  
Inspector Dan Dawson, O.P.P. – Detachment Commander

REGRETS: Staff Sergeant Joel Breault, O.P.P.

MEMBERS OF THE PUBLIC PRESENT: None

#### 3. ADDENDUM/ANNOUNCEMENTS

Under Item No. 10 – New Business:

- a) OAPSB Zone 1A Chair
- b) Detachment Commander Selection Process
- c) OAPSB Spring Meeting in Toronto (May 27-30, 2015)

#### 4. APPROVAL OF AGENDA

Resolution No. 2015-008

Moved by: Gail Moore  
Seconded by: Ruth Shepherdson

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as amended.

CARRIED

**5. PRESENTATIONS/DELEGATIONS**

- a) Duane Sprague, Police Services Advisor – Ministry of Community Safety and Correctional Services

**Re: Section 10 Police Services Board Training**

Police Services Advisor Duane Sprague provided the Board with an overview of its obligations and responsibilities under the Police Services Act as well as a copy of the Ministry's *Board Orientation booklet*.

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

None

**7. APPROVAL OF MINUTES**

Resolution No. 2015-009

Moved by: Brian Thornton  
Seconded by: Ruth Shepherdson

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on March 16, 2015 be approved as amended.

CARRIED

**8. CORRESPONDENCE**

- a) CERB 911 Report – March/April 2015

Reference: Received for information.

- b) Order-in-Council – Ontario Executive Council

Re: Re-appointment of Gail Moore to the Temiskaming Shores Police Services Board

Reference: Received for information.

Resolution No. 2015-010

Moved by: Gail Moore  
Seconded by: Brian Thornton

Be it resolved that the Police Services Board agrees to deal with Communication items 8 a) & 8 b) according to the agenda references.

CARRIED

**9. OPP BUSINESS**

a) **OPP Report – March/April 2015**

Resolution No. 2015-011

Moved by: Gail Moore  
Seconded by: Brian Thornton

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the March/April 2015 Ontario Provincial Police - Temiskaming Detachment Reports.

CARRIED

**10. NEW BUSINESS**

a) **OAPSB Zone 1A Chair**

Board Chair Doug Jelly was recently elected as Chair of Zone 1A of the Ontario Association of Police Services Boards.

b) **Detachment Commander Selection Process**

Interviews will be conducted for the new Detachment Commander on June 5, 2015 in Temagami.

c) **OAPSB Spring Meeting (May 27-30, 2015)**

Gail Moore advised that she was unable to attend the OAPSB Spring Conference. Board Chair Doug Jelly will attend in her place.

**11. BY-LAWS**

NONE

**12. CLOSED SESSION**

NONE



**13. SCHEDULE OF MEETINGS**

- a) Regular Police Services Board meeting – July 20, 2015 at 10:00 a.m. – Council Chambers, City Hall – 325 Farr Drive

**14. ADJOURNMENT**

*Resolution No. 2015-012*

Moved by: Brian Thornton

Seconded by: Gail Moore

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 11:57 a.m.

CARRIED

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CHAIR

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SECRETARY

**1. CALL TO ORDER**

Meeting called to order at 1:02 PM

**2. ROLL CALL**

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

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

Under Fire and Emergency Services

- e) Certificates of Appreciation
- f) Recruitment and Retention

Under Community Growth and Planning

- j) Delegation of power

**4. APPROVAL OF AGENDA**

Recommendation PPP-2015-027

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee agenda for the June 18, 2015 meeting be approved as amended.

**CARRIED**

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

- None

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

Recommendation PPP-2015-028

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee minutes of the May 20, 2015 meeting be adopted as presented.

**CARRIED**

**7. DELEGATIONS**

- None

**8. FIRE AND EMERGENCY SERVICES**

a) Regional Training Centre (OFM)

**Discussion:**

Tim Uttley spoke to the committee about the potential for an Ontario Fire Marshall's Regional Training Center for Temiskaming Shores. The training centre would host courses from the Ontario Fire College, thereby eliminating travel for our local volunteers, as well as, hosting volunteers from other areas of the Province. Tim is currently working on a draft memorandum of understanding for the City and the Ontario Fire Marshall's office and is looking for support from the committee to continue pursuing this facility.

Recommendation PPP-2015-029

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee requests that staff continues to investigate the possible Regional training centre for the Ontario Fire Marshall located in Temiskaming Shores.

**CARRIED**

b) Vehicle Options – Fire Training Officer

**Discussion:**

Tim Uttley discussed vehicle sharing between the Fire Prevention Officer (FPO) and Fire Training Officer (FTO). Currently, both Fire and Emergency Services vehicles are driven home each night by the FPO and the Fire Chief. Tim is suggesting that this current practise remain the same, however during day time hours, the FPO and the FTO share a vehicle when necessary and pay the FTO mileage for any travel required after regular hours.

Councillor Jelly inquired as to why the FPO vehicle needed to be taken home each night and suggested that it could remain at the station and be used by either staff when required. Tim Uttley stated that the vehicle is taken home in the event that the FPO has to respond to an emergency.

Mayor Carman Kidd suggested that for the time being, the current practise will remain the same and the City will pay mileage to the FTO when necessary.

c) FEMS Capital Projects Update (Haileybury Fire Station Building Update, Thermal Imaging System, Storm Water Management Plan for training building, Rescue Truck)

**Discussion:**

Tim Uttley reviewed the current status of the above noted capital projects:

- Two bids received for the Haileybury Fire Station Building – under review, more information will be provided at an upcoming Council meeting.
- Thermal Imaging Camera has been purchased and received with a savings of approximately \$4,000.
- Work is ongoing on the RFP for the storm water management plan for the fire training building and should be issued in July.

d) Fire Department Monthly Report

**Discussion:**

Tim Uttley reviewed the monthly Fire department report, which was circulated electronically prior to the meeting.

e) Certificates of Appreciation

**Discussion:**

Tim Uttley provided a list of volunteer fire fighters, OPP, and municipal staff that he would like recognized for their extra efforts at the Armstrong Street Fire in 2014. The committee suggested that we leave the OPP recognition to them as they have a recognition program and criteria in place. Tim will move forward with the certificates for the Fire Fighters and municipal staff and will conduct the presentation at the August Council meeting.

f) Recruitment and Retention

**Discussion:**

Tim Uttley advised the committee of an upcoming recruitment effort during the month of July for all stations through advertising in the Community Bulletin and social media.

9. **COMMUNITY GROWTH AND PLANNING**

a) Traffic Infractions By-Law

**Discussion:**

Karen Beauchamp made the committee aware that work is on-going in regards to the Traffic Infractions By-Law. She has obtained a copy of the by-law used in West Nipissing as a guide. Councillor Jelly requested that Karen forward the By-law to him for review.

b) Amendments to Traffic By-law for Accessible Parking

**Discussion:**

Karen Beauchamp stated that the amendments to the by-law have not occurred as of yet because the City did not make the changes to the accessible parking spaces due to budget constraints. The changes requested by TSAAC had not been incorporated in the 2015 budget and therefore could not be completed. However; work is ongoing and the necessary estimates for paint required for the accessible parking spaces will be provided and considered as part of the 2016 budget.

c) Pro-Nor Development Update

**Discussion:**

Karen Beauchamp provided an update in regards to the development and said that the company will be still moving forward with some sort of construction, even if the construction of a health facility does not occur. Information will be shared as it becomes

available. The purchase will be complete June 30 and Pro-Nor has applied for a zoning by-law amendment to re-zone from Industrial uses to Commercial uses. The public meeting is scheduled for July 7, 2015.

d) Hobbit Stop – Refreshment Vehicle Licence Update

**Discussion:**

Karen Beauchamp informed the committee about a refreshment vehicle that has recently been issued a permit. The refreshment vehicle will be located in the vicinity of the Haileybury Beach.

e) Disposal of Real Property By-Law

Recommendation PPP-2015-030

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee directs staff to prepare an Administrative Report and Draft By-law to regulate the disposal of real property for Council's consideration at the July 7, 2015 regular council meeting

**CARRIED**

f) Declaration of Surplus Parkland

Recommendation PPP-2015-031

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee directs staff to give notice to neighbours within 120m and hold a public meeting prior to declaring parkland surplus to the City's needs; and further that;

All proceeds from the sale of parkland be directed to the parkland reserve fund.

**CARRIED**

*g) Comprehensive Zoning By-Law Amendment Update*

**Discussion:**

Karen Beauchamp stated that Jennifer is currently gathering information on the amendment and will be starting the draft sometime in the fall.

*h) Building Permit Update*

**Discussion:**

Karen Beauchamp stated that although she did not know the exact number of permits issued to date, we are ahead of where we were last year at this time.

*i) Boat Mooring (Tammie Caldwell present)*

**Discussion:**

Chris Oslund provided a background on boat mooring on the Wabi River in New Liskeard. Recently, a concern was raised regarding a homeowner parking their boat along the edge of the river as they reside across. The shoreline is owned by the City of Temiskaming Shores and as such, is not available for boat parking. The boat owner has requested to leave his boat in place and pay an annual fee to the municipality. The committee raised concerns over the liability of granting such request. Chris Oslund will be in contact with the home/boat owner and advise them of the committee decision as per By-Law 2006-076.

*Recommendation PPP-2015-032*

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee hereby denies the request for boat mooring along the Wabi River adjacent to City property as per By-Law 2006-076.

**CARRIED**

*j) Declaration of Powers*

**Discussion:**

Karen Beauchamp provided clarification to the committee in regards to declaration of power when it comes to development agreements, land sales and negotiating on behalf of the municipality.

## 10. CLOSED SESSION

Recommendation PPP-2015-033

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee convene into Closed Session at 2:25 p.m. to discuss the following matters:

- a) A proposed or pending acquisition or disposition of land by the municipality or local board; under Section 239 (2) (c) of the Municipal Act, 2001: Vacant residential lots that were part of the Housing for Seniors, Small Families and Persons Living with Disabilities Project.

**CARRIED**

Recommendation PPP-2015-034

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee agrees to rise from Closed Session at 2:28 p.m. with report.

**CARRIED**

**The committee provided direction to staff.**

## 11. SCHEDULE OF MEETINGS

The next Protection to Persons and Property Committee meeting is scheduled for July 29, 2015 at 1:00 PM



**11. ADJOURNMENT**

Recommendation PPP-2015-035

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee meeting is adjourned at 2:29 p.m.

**CARRIED**

\_\_\_\_\_  
Committee Chair- Carman Kidd

\_\_\_\_\_  
Recorder

**1. CALL TO ORDER**

- Meeting called to order at 2:09 pm

**2. ROLL CALL**

PRESENT:	Mayor Carman Kidd; Councillor Jeff Laferriere (arrived late); Councillor Danny Whalen; Christopher Oslund, City Manager; Shelly Zubyck, Director of Corporate Services; Laura Lee Macleod, Treasurer; Kelly Conlin, Executive Assistant; Brad Hearn, IT Administrator
REGRETS:	
OTHERS PRESENT:	

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

- Under New Business – h) ARB Settlements
- Under New Business – i) Delegation of Power
- Under New Business – j) Committee information

**4. APPROVAL OF AGENDA**

Recommendation CS-2015-032

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee agenda for the June 22, 2015 meeting be approved as amended.

**CARRIED**

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

- None

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

Recommendation CS-2015-033

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee minutes of the May 28, 2015 meeting be approved as printed.

**CARRIED**

**7. DELEGATIONS/PRESENTATIONS**

- None

**8. NEW BUSINESS**

a) Council Chambers Sound System

**Discussion:**

Brad Hearn discussed the need for a new audio/visual system in Council Chambers. The current system is failing and at times is non-functioning. The approximate cost to replace the system is \$160,000. Brad will be incorporating this request as part of the 2016 Capital projects list for Council's consideration.

b) City Cell Phones

**Discussion:**

Shelly Zubyck circulated a list of cell phone numbers that the City is currently providing or supplementing with a monthly payment. There are staff members that carry City owned phones and others that choose to use their personal phones, however receive a reimbursement from the City in the amount of \$35/month. Both Chris Oslund and Shelly Zubyck suggested that the reimbursement be raised to \$50/month as most of the personal phones being used are smart phones which grant employees access to their work email, therefore using more data. The committee requested that Shelly inquire with other organizations such as DTSSAB and the Timiskaming Health Unit as to what their policy/reimbursement amounts are before moving forward with a decision.

c) Dymond Apartment

**Discussion:**

Shelly Zubyck provided an update to the committee in regards to the Dymond Apartment that is currently available for rent. She has been advertising for several months in the Community Bulletin, as well as, the rental section of the classifieds, but has yet to find a tenant. She questioned whether the committee would recommend a price reduction from the current \$1,000 per month – all inclusive, or continue to advertise. The committee recommended to continue advertising the apartment at the current reate of \$1,000 per month.

d) Amendment – Disposal of Assets By-Law

**Discussion:**

Laura Lee MacLeod explained the upcoming amendment to the Disposal of Assets By-law. She said that Council would like the ability to donate surplus items to nonprofit or charitable organizations and she will be including a statement as such in the amendment.

e) Asset Management - Financials

**Discussion:**

Chris Oslund and Laura Lee MacLeod hope to have the financial component of the asset management plan completed by the end of summer.

f) Library Contracting Townships Review

**Discussion:**

Chris Oslund provided the committee with an analysis on the amounts being paid by the contracting library townships and the amount being subsidized by the City. There is a concern from the committee in regards to the amount being covered by the City instead of the contracting townships. Mayor Carman Kidd suggested that this item be brought to the attention of the Library board as the City has to ensure that costs are covered which means an increase to the townships over the next 2-3 years. Chris will be in contact with Rebecca to set up a meeting with the Finance Committee for further discussion.

g) Municipal Insurance

**Discussion:**

Shelly Zubyck and Chris Oslund will be meeting with representatives from the City's insurance brokers in regards to the 2015 renewal. The committee would like to see an analysis on the cost benefit of having a \$50,000 deductible versus the current \$25,000.

h) ARB Settlements

**Discussion:**

Laura Lee MacLeod made the committee aware of two recent ARB hearing settlements for the Wal Mart property and the Boat House property.

i) Delegation of Powers

**Discussion:**

Chris Oslund made the committee aware that the Delegation of Power By-law will be returning to the committee prior to going back to Council for consideration. Chris will also be speaking with the Clerk regarding the details of the policy.

j) Committee Information

**Discussion**

Councillor Laferriere questioned staff on how a determination is made on whether or not an item or matter is discussed at Committee level, specifically matters of financial impact being brought forward to Council prior to being reviewed by the Corporate Services Committee. Chris Oslund stated that there is no policy in place at this time, however, staff will investigate and return to the committee with options.

**9. CLOSED SESSION**

- None

**10. SCHEDULE OF MEETINGS**

To be determined

**11. ADJOURNMENT**

Recommendation CS-2015-034

Moved by: Councillor Danny Whalen

Be it recommended that:

1. The Corporate Services Committee meeting is adjourned at 3:20 PM

**CARRIED**

\_\_\_\_\_  
Committee Chair

\_\_\_\_\_  
Recorder

## 1.0 CALL TO ORDER

The meeting was called to order at 10:10 AM

## 2.0 ROLL CALL

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works, Steve Burnett, Technical and Environmental Compliance Coordinator; Mitch Lafreniere, Manager of Physical Assets; Kelly Conlin, Executive Assistant
Regrets:	Jamie Sheppard, Roads Superintendent; Robert Beaudoin, Environmental Superintendent
Others Present:	Logan Belanger (LED street lighting upgrade only)

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- **Under New Business:**  
9.4 – Contracts  
9.5 - Trailer Dumping Station

## 4.0 APPROVAL OF AGENDA

Recommendation PW-2015-030

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee agenda for the June 18, 2015 meeting be approved as amended.

**Carried**

## 5.0 Disclosure of Pecuniary Interest and General Nature

- None

## 6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2015-031

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee minutes for the May 26, 2015 regular meeting be adopted as printed.

**Carried**

## 7.0 PUBLIC PRESENTATIONS

- *None*

## 8.0 UNFINISHED BUSINESS

### 8.1 Grant Drive at Hwy 65E

#### **Previous Discussion:**

No update

#### **Discussion:**

Council was presented with information in closed session. Council has provided direction to staff on proceeding.

### 8.2 Asset Management

#### **Previous Discussion:**

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

#### **Discussion:**

Work on the financial component will begin shortly.

### 8.3 Wilson/Armstrong Property – Drainage

#### **Previous Discussion:**

Jamie Sheppard will follow up.

#### **Discussion:**

Jamie Sheppard has followed up with the property owner. Staff is considering options for either an easement or a formal agreement.

### 8.4 LED Street Lighting

#### **Previous Discussion:**

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

**Discussion:**

Mitch Lafreniere presented the display units that have been sent from 2 of the bidders. Staff has completed the evaluation of the submissions and will be making a recommendation to Council at the July 7<sup>th</sup> meeting.

Recommendation PW-2015-032

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee hereby recommends that the City proceed with street lighting upgrades as outlined in the submission from *LED Roadway Lighting*.

**Carried**

**8.5** AMEC – New Waste Management Capacity

**Previous Discussion:**

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

**Discussion:**

Steve Burnett has been in contact Tim McBride. There has been a meeting between Tim and the Ministry of Environment regarding the submission of the EA. All studies are now complete and once the information is supplied to the MOE, a meeting between AMEC and the City will be scheduled.

**8.6** Access Control Policy – Entrance Permits

**Previous Discussion**

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

**Discussion:**

No update

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

**Previous Discussion**

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



**Discussion:**

Doug Walsh reported that the paving will likely occur the week of July 6. The storm water management pond is now complete. Doug will be meeting D.F. Elliott next week in regards to the design of Rockley Road.

**8.8** Lorne St. and FPT 26 lot Subdivision Update

**Previous Discussion**

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

**Discussion:**

Hydro installation is now complete. The amendment to the by-law for partial acceptance is also complete and the addition of the stop signs to the traffic by-law for both Lorne and McCamus will be at the July 7 Council meeting.

**8.9** Public Works Staff Training

**Previous Discussion**

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

**Discussion:**

There is water course being held at the Dymond Hall on July 29<sup>th</sup>, 2015. City W/S staff will be participating, as well as, participants from other communities.

**8.10** Public Works Department Update

**Previous Discussion**

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

**Discussion:**

- Street sweeping is nearing completion
- Road patching is now underway

### **8.11 Build Canada Fund**

#### **Previous Discussion**

No update.

#### **Discussion:**

No update

### **8.12 Bucke Park Water System**

#### **Previous Discussion:**

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

#### **Discussion:**

Staff is currently investigating treatment options.

### **8.13 Traffic Detours**

#### **Previous Discussion:**

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

#### **Discussion:**

Doug Walsh reported that a tentative meeting date has been set for September 9, 2015.

### **8.14 2015 Roads Program**

#### **Previous Discussion:**

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

#### **Discussion:**

Millers are still working on finalizing pricing. Doug Walsh will be meeting with Britt Herd prior to the July 7<sup>th</sup> Council meeting.

### **8.15 Uno Park Bridge**

#### **Previous Discussion:**

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

#### **Discussion:**

Doug Walsh reported that the bridge work is ongoing and on schedule to be complete by the end of July.

### **8.16 Pete's Dam Bridge**

#### **Previous Discussion:**

On going

#### **Discussion:**

On going

### **8.17 Full Solid Waste Management Program**

#### **Previous Discussion**

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

#### **Discussion:**

Steve Burnett reported on the following items in regards to Solid Waste Management

- ECA Application for the spoke transfer station has been submitted and requirements from the MOE are being fulfilled.
- Tipping fees will be increasing effective July 1, 2015
- Orange drop was a very successful event. – Staff is looking into an alternative location for next year.

### **8.18 Emergency Repair Work**

#### **Previous Discussion**

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

#### **Discussion:**

On going

### **8.19** Drainage Petition

**Previous Discussion:**

Recommendation: PW-2015-025

Moved by: Mayor Carman Kidd

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

**CARRIED**

**Discussion:**

Work on the drainage petition is and will be on going for approximately 2 years. A meeting with Ed Goreki, the City and the property owner to be scheduled, as well as, notice given to all affected land owners.

### **8.20** Tree Issues

**Previous Discussion**

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

**Discussion:**

Investigation as to how the City will proceed with a tree by-law is ongoing.

## **9.0 NEW BUSINESS**

### **9.1** Speed Limit – Lakeshore Road

**Discussion:**

As a follow up from a request from a business owner on Lakeshore Road, the committee has determined to begin the process to have the speed limit on Lakeshore Road from Radley Hill to Lowry Street be officially changed to 60 KM/H. Doug Walsh will be drafting a memo to be presented at each the Police Services Board meeting, the Protection to Persons and Property Committee and Transit for their consideration.

### **9.2** Extended Shift Policy (information)

**Discussion:**

Received and reviewed for information

### **9.3**    Crossing Guard Update

**Discussion:**

Doug Walsh provided the committee with a change request for the location of the crossing guard in Haileybury. The committee was in support of the revised location. Doug will be preparing a memo to Council for their information.

Recommendation PW-2015-033

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee meeting is in support of the request for a crossing guard located at View and Rorke St., Haileybury.

**Carried**

### **9.4**    Contracts

**Discussion:**

Councillor Doug Jelly expressed concerns with contracts being brought forward for Council's approval after the work is underway or has been completed. Councillor Jelly questioned liability issues and indicated that any contract should be approved and signed by Council prior to the commencement of the any work.

### **9.5**    Trailer Dumping Station

**Discussion:**

Doug Walsh requested support from the committee for a trailer dumping station in North Cobalt. Currently, there is a dumping station located at BNS Gas station; however, the owner of the property will be removing the station shortly. Staff is recommending that a station be placed at the Station street pumping station. The cost of this will be covered in the operating budget for water/sewer.

Recommendation PW-2015-034

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee supports the location of a trailer dumping station located at the Station street pumping station in North Cobalt.

**Carried**

## 10.0 ADMINISTRATIVE REPORTS

- None

## 11.0 NEXT MEETING

The next meeting of the Public Works Committee is scheduled for July 29, 2015 at 10:00 a.m.

## 12.0 ADJOURNMENT

Recommendation PW-2015-035

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee meeting is adjourned at 11:58 AM

**Carried**

## 1.0 CALL TO ORDER

The meeting was called to order at 2:37 PM

## 2.0 ROLL CALL

<b>Present:</b>	Mayor Carman Kidd; Councillor Doug Jelly; Councillor Danny Whalen; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works,; Mitch Lafreniere, Manager of Physical Assets, Steve Burnett, Technical and Environmental Compliance Coordinator, Kelly Conlin, Executive Assistant
<b>Regrets:</b>	
<b>Others Present:</b>	

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- *Under New Business: 9.3 – Riverside Place*

## 4.0 ADOPTION OF AGENDA

Recommendation PW-BL-2015-028

Moved by: Councillor Doug Jelly

Be it recommended that:

The June 18, 2015 Building Maintenance Committee Meeting Agenda be adopted as amended.

**CARRIED**

## 5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2015-029

Moved by: Mayor Carman Kidd

Be it recommended that:

The Building Committee Meeting minutes of May 26, 2015, be adopted as printed.

**CARRIED**

## 6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

## **7.0 DELEGATIONS/PUBLIC PRESENTATIONS**

None

## **8.0 UNFINISHED BUSINESS**

### **8.1 PFC Dehumidification System**

**Previous Discussion:**

On going

**Discussion:**

The contractors will be on site next week to complete the project.

### **8.2 Municipal Data Works (changed from MarMak)**

**Previous Discussion:**

Ongoing - There is potential for the upcoming intern to assist with the phase in.

**Discussion:**

On going

### **8.3 PFC**

**Previous Discussion:**

Still awaiting quote from a supplier for the heat exchanger. Mitch Lafreniere also reported that the sauna heater in the ladies change room is in need of replacement.

**Discussion:**

The heat exchanger has now been removed – Work is on going

### **8.5 Building Division Staff Update**

**Previous Discussion:**

Staff is currently reviewing resumes for a summer student following the departure of the original student hired.

**Discussion:**

A summer student was hired and is currently working on various painting jobs.

### **8.6 Lighting upgrades at Riverside Park**

**Previous Discussion:**

Ongoing

**Discussion:**

Staff located a supplier that can replace the lights using the existing fixtures, which will result in more replaced due to savings.



8.7 Engineering survey for Shoring of Waterfront

**Previous Discussion:**

On going

**Discussion:**

On going

8.8 Replacement of Main dock at NL Marina

**Previous Discussion:**

The project is nearing completion with Hydro coming to connect the power to the docks later this week. Adequate notification will be sent to the Boaters once it is open.

**Discussion:**

Completed – Remove on next agenda.

8.9 Implementation of Fleet maintenance management software

**Previous Discussion:**

No update

**Discussion:**

No update

8.10 305 Farr Drive Hlby South Marina, Leisure Services

**Previous Discussion:**

No update

**Discussion:**

No update

8.11 Library Services Review

**Previous Discussion:**

On-going

**Discussion:**

No update

8.12 DFO / City property off Main street, Haileybury

**Previous Discussion:**

No update

**Discussion:**

No update

8.13 Murray Daniels Park, Recreation

**Previous Discussion:**

On going

**Discussion:**

The process has started to declare Murray Daniels as surplus land in the municipality. Prior to the sale, city staff will have to remove the buildings and fence.

8.14 285 Whitewood

**Previous Discussion:**

A quote for the roof replacement has been received and SLE Roofing was awarded the project. Replacement to begin later in the Spring.

**Discussion:**

The roof replacement will start next week.

8.15 Green Energy Plan

**Previous Discussion:**

Mitch Lafreniere reported that there was a favorable response in regards to the Green Energy Plan at the recent Lifestyles show. Site visits with large energy users in the municipality will occur on June 8/9, 2015 with the consultant from VIP Energy Service Inc

**Discussion:**

The consultant from VIP Energy Service Inc. and staff met with local stakeholders about energy conservation. Local businesses who are willing, will be forwarding their energy costs/savings information to VIP.

8.16 Fleet Replacement Plan

**Previous Discussion:**

Mitch Lafreniere made the committee aware of a possible change to the RFP's for the pickup truck from a standard cab to a crew cab. Should the change be required, Mitch will notify all bidders for pricing. Mitch also made the committee aware that no submissions were received for the Water/Sewer service van. Staff is considering other options at this time.

**Discussion:**

Mitch Lafreniere reported the following in regards to ongoing fleet replacement

- Two pickup trucks have arrived
- Water/Sewer Service Van will arrive – end of July
- Sanders arriving September 30

The two current sanders will be declared surplus and through an arrangement, will be donated to the Earlton Airport for use on their runway.

Recommendation PW-2015-030

Moved by: Mayor Carman Kidd

Be it recommended that:

The Building Committee Meeting Committee hereby recommends that the City donate the two sanders units, that will be declared surplus, to the Earlton Airport.

**CARRIED**

8.17 Farmer's Market

**Previous Discussion:**

Council, staff and representatives from the Farmers Market met earlier on May 26, 2015. A memorandum of understanding will be drafted between the City and the Farmers Market Group with details of operating costs, ownership, etc.

**Discussion:**

The public meeting has been held and had a good turnout from the public, BIA members and other downtown New Liskeard business owners. Building Maintenance will be conducting soil testing and will likely have information back by early September. Chris Oslund, City Manager and Doug Walsh, Director of Public Works will be meeting with the Friends of the Waterfront group prior to any construction.

8.18 Entrance Signs - Follow-up

**Previous Discussion:**

Mitch Lafreniere reported that upon further investigation, all 3 entrance signs are losing pieces of granite, likely due to inadequate measures taken to secure the stone. Staff is exploring options.

**Discussion:**

Mitch Lafreniere will be investigating options for repairing the signs. On-going.

8.19 Building Audit

**Discussion:**

Mitch Lafreniere provided the committee with a preliminary summary on various City owned facilities. Once more information is gathered, an official report will be provided to the committee.

**9.0 NEW BUSINESS**

9.1 Backup Generator - CJTT

**Discussion:**

Mitch Lafreniere received a request from CJTT for a key to the Whitewood pumping station located outside of their building for access to a generator switch in the event of a power outage. Currently, there is no protocol in place for when a power outage occurs and moving forward,

staff will ensure there is a policy in place. As this is a City owned facility, the request from CJTT is denied.

#### 9.2. Spurline Building Painting

##### Recommendation PW-2015-030

Moved by: Councillor Doug Jelly

Be it recommended that:

The Building Maintenance Committee hereby denies the request from the tenant of the Spurline building to paint a portion of the Spurline building in the tenants business colours.

**CARRIED**

#### 10.0 ADMINISTRATIVE REPORTS

The following reports will be presented to Council for consideration at the July 7, 2015 meeting.

- EXP Change work order for Waterfront Upgrades
- Award of LED Street lighting (supply of lights)

#### 11.0 CLOSED SESSION

- None

#### 12.0 NEXT MEETING

The next meeting of the Building Maintenance Committee is scheduled for July 29, 2015 at 2:30 PM

#### 13.0 ADJOURNMENT

##### Recommendation PW-BL-2015-031

Moved by: Councillor Doug Jelly

Be it recommended that:

The Building Maintenance Committee, be hereby adjourned at 3:50 PM

**CARRIED**

\_\_\_\_\_  
Committee Chair

\_\_\_\_\_  
Committee Secretary

**1.0 CALL TO ORDER**

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

**2.0 ROLL CALL**

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

**3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

Tammie Caldwell added the following to Delegations;

- Doug Walsh, Director of Public Works- Farmers Market Presentation
- Al Willard, Kathy Demarce, Rebecca Hunt- Proposal for Community Complex

Tammie Caldwell deleted the following from New Business as Paul Allair was attending another meeting;

- Parks and Facilities Update

**4.0 APPROVAL OF AGENDA**

Recommendation LS-2015-15

Moved by: **Mike Del Monte**

Seconded by: **Chuck Durrant**

Be it recommended that:

1. The Recreation Services Committee agenda for the May 11<sup>th</sup>, 2015 meeting be approved as amended.

CARRIED

**5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

Mike Delmonte declared a pecuniary interest in Capital Project Updates under New Business. His employer is directly involved with the Waterfront Upgrades Project.

## **6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

### Recommendation LS-2015-16

Moved by: **Jesse Foley**

Seconded by: **Amber Sayer**

Be it recommended that:

2. The Recreation Services Committee minutes of the April 13th, 2015 meeting be approved as printed.

CARRIED

## **7.0 DELEGATIONS / PUBLIC PRESENTATIONS**

### *Doug Walsh- Farmers Market Presentation*

Doug Walsh utilizing a power point presentation updated the Committee on the \$2.2 million Waterfront Development Project.

Based on the FedNor Application for the grant monies involved, the City indicated that a permanent seasonal Farmer's Market facility be constructed as a part of the project.

Mr. Walsh presented the site to be considered for the location of the market:

- Riverside Place- New Construction
- Algonquin Beach Park- New Construction
- Adjacent to Marco's Place- New Construction
- New Liskeard Arena- New Construction in between Tennis Courts and Quonset
- New Liskeard Arena- Removal and New Construction (Quonset Hut)
- New Liskeard Arena- Allows Expansion Behind Parking and Quonset
- New Liskeard Arena- New Construction- Parking Lot area across street

Committee member comments included that:

- Arena locations would be ideal for families that are utilizing the arena and Pool/Fitness Centre to also access the Farmers Market. It would be convenient and central.
- How long would the facility be staying in the chosen location and who would be responsible for the utilities of the building?

- The Haileybury Pavilion would be a suitable location.
- Concern was expressed that if located near the arena parking could be an issue. Algonquin Beach Park has access to picnic shelters, parking and green space, however there is concern that a structure could take away from the beauty of the waterfront area.
- The municipal parking lot behind Giant Tiger/Adjacent to Marcos is ideal for accessibility, parking and bringing more customers to downtown. It is within the BIA and would allow for more advertising opportunities.
- An alternative is to work with private enterprise to hold the market in their parking lot

*Al Willard, Kathy Demarce, Rebecca Hunt- Proposed Community Complex*

Kathy Demarce explained to the Committee that various sports and service groups have come together to express an interest in the City of Temiskaming Shores building a Community Complex. Suggestions for the potential complex would include 2 ice pads, a swimming pool suitable to house swim meets, indoor soccer fields, library facilities, indoor walking track, basketball courts, senior activity rooms and other rooms suitable to house various groups.

Al Willard conveyed that the feedback they have received from the community shows an extremely high interest in building such a complex and tax payers would prefer to use tax dollars towards a new complex, rather than upgrading older facilities.

Rebecca Hunt indicated that current municipal libraries are facing many challenges due to the older buildings they are housed in.

Fundraising, government funding opportunities and partnerships with private enterprise could be considered to off-set the cost.

Committee members commented that:

- Project should be included in the Recreation Master Plan.
- There is a need in the community for such a facility.
- The City would need to be transparent with the tax payers on the cost.
- Facilities were constructed in the 80's with funding from Wintario but municipalities were unable to maintain them.

Tammie Caldwell thanked the group for their presentation. She commented that an assessment of the community's needs should be completed by an objective party before a project such as this begins. There may be funding available to off-set costs for an assessment

Recommendation LS-2015-17

Moved by: **Chuck Durrant**

Seconded by: **Danny Lavigne**

Be it recommended that:

3. The Recreation Services Committee reviewed the presentation regarding the construction of a Community Complex ; and
4. The Recreation Services Committee directs Tammie Caldwell to provide an Administrative Report to Council requesting that a Feasibility Study be completed.

CARRIED

## **8.0 UNFINISHED BUSINESS**

### *i. Skateboard Park Update*

#### **Discussion**

As discussed at the previous meeting on April 13<sup>th</sup>, Mike McArthur made a radio announcement on April 14<sup>th</sup> advising the public that the Skatepark would not be open until the spring inspection was complete. The inspection was completed on April 15<sup>th</sup> and the park opened immediately.

### *ii. Pool and Fitness Fee Schedule and Non Resident User Fees*

#### **Discussion**

As discussed at the previous meeting on April 13<sup>th</sup>, Tammie Caldwell presented the proposed 2015 Non-Resident User Fee options for the Waterfront Pool/Fitness Centre. They are currently at 15% of program costs. The proposal indicated the fees increase either 5% or 10%. Tammie Caldwell commented that a 5% increase would allow for further changes and was a reasonable increase.



Recommendation LS-2015-18

Moved by: **Danny Lavigne**

Seconded by: **Richard Beauchamp**

Be it recommended that:

5. The Recreation Services Committee reviewed the proposed 2015 Non-Resident User Fee options for the Waterfront Pool/Fitness Centre ; and
6. The Recreation Services Committee approves the proposed increase of 5% to Non-Resident User Fees for the Waterfront Pool/Fitness Centre and directs staff to prepare an Administrative Report for Council's consideration.

CARRIED

**9.0 NEW BUSINESS**

*i. Programming Update*

**Discussion**

Tammie Caldwell advised that Programming Updates would now be a standing item on the agenda.

Chairman Mike McArthur received a letter from Hugo Rivet, who is a business owner in Haileybury, expressing his concern about the lack of programming in Haileybury. Tammie explained that the City has not been directly involved in hands on programming; Community groups facilitate these programs. The City offers assistance or partnerships to these groups. Choices of locations are a decision made by the group itself.

His other concern was not having the Haileybury Arena open in the summer. The Haileybury Arena hosted ice two years ago and the plant has a difficult time keeping up to the demand. The New Liskeard plant is more suitable for summer ice.

Tammie advised that the Recreation Department is currently working on options for summer programs offered by the City.

Jeff Thompson updated the Committee on various programs that are being offered in the area:

- Jumpstart After School Program- Haileybury Public School and St. Pats School- 50 children
- Tri Town Soccer- Rotary Farr Park, Haileybury
- Minor Ball Program- Dymond Ball Fields
- Shuffle Board- Rotary Farr Park, Haileybury
- Tennis- New Liskeard and Haileybury Courts
- Pickleball- Tennis Courts in Haileybury

- Swimming Lessons- Haileybury Beach, Pool and Fitness Centre
- Basketball- New Liskeard (Pool and Fitness Centre) and Haileybury Court(Rotary Farr Park), Dymond ( Firefighters Park)
- Get Moving Temiskaming, Algonquin Beach Park
- Working on a Movie in the Park night at the Pavilion in Haileybury with the Rotary Club
- Community Gardens at Pool/Fitness Centre- All 10 gardens are booked
- Seniors Aquafit; Swimming; Cardio Health- Pool and Fitness Centre
- Art and Music in the Park- Wednesdays at the Pavilion in Haileybury during the summer

Committee members commented that they would like to see more City involvement with the Sailing School in Haileybury to assist with their programs.

Tammie Caldwell will follow up with a letter of response for Mr. Rivet

*ii. Operating and Capital Budget*

**Discussion**

Tammie Caldwell shared the items that are a part of the 2015 Recreation Operating Budget and the 2015 Recreation Capital Project, as approved by Council. Any item that is over \$5000.00 is considered a Capital Project

*iii. Project- Salute to Shannen's Dream*

**Discussion**

On May 5<sup>th</sup>, 2015, Council acknowledged receipt of Administrative Report RS-013-2015, in regards to a monument for Shannen Koostachin, to be located at the New Liskeard waterfront.

Council endorsed the provision of a site for the monument to salute Shannen. As directed by Council, Tammie Caldwell met with Jules Koostachin, a relative of Shannen's to view proposed locations. The potential sites included:

- Between Riverside Place and John's Tackle Box
- The Inukshuk at the Pool/Fitness Centre
- The Horseshoe Pit and Madd Monument

Tammie advised these sites would not interfere with park maintenance and would enhance the beauty of the park area.

Recommendation LS-2015-19

Moved by: **Mike Delmonte**

Seconded by: **Chuck Durrant**

Be it recommended that:

7. The Recreation Services Committee reviewed the locations at Riverside Place/John's Tackle Box; Inukshuk Pool/Fitness Centre and the Horseshoe Pit/Madd Monument for Shannen's Dream Monument; and
8. The Recreation Services Committee recommends to Council to select either three locations as a site for the monument

iv. *Get Moving Temiskaming-Ca Bouge*

**Discussion**

The City has partnered with the Timiskaming Active Living Collaborative to hold "Get Moving Temiskaming" on June 6<sup>th</sup>, 2015 at Algonquin Beach Park in New Liskeard, from 9:00am-3:00pm. It is an event where organizations and clubs can highlight their programs and educate the community on the benefits of their program. It will also allow groups to create partnerships with similar groups. The public can participate in games, watch demonstrations and learn about activities that Timiskaming has to offer.

v. *Resignation of Member Alex Regele*

**Discussion**

Tammie Caldwell presented an email sent by Alex Regele, advising that he will be resigning from the Recreation Committee due to time limitations.

vi. *Bicycle Friendly Community- Upcoming Workshop*

**Discussion**

Tammie Caldwell advised the Committee that the Health Unit will be facilitating a workshop on behalf of the Share the Road Campaign and Bicycle Friendly Community on June 10<sup>th</sup>. She will be forwarding invitations to all Committee Members.

vii. *South Temiskaming Culture Days- Request to Use New Liskeard Community Hall.*

**Discussion**

In the past the City has supported South Temiskaming Culture Days by providing a free swim and a free skate during the designated weekend in September. This year the organizer Pam McKenzie is requesting to have the Non-Profit fee waived at the New Liskeard Community Hall on September 27<sup>th</sup>, 2015, for a craft sale as an addition to the event. Temiskaming Shores has been rated in the top five municipalities in the past for the promotion of Culture Days in Canada.

Recommendation LS-2015-20

Moved by: **Chuck Durrant**

Seconded by: **Danny Lavigne**

Be it recommended that:

9. The Recreation Services Committee reviewed the request from South Temiskaming Culture Days to waive the non-profit rental fee at the New Liskeard Community Hall; and
10. The Recreation Services Committee approves the request.

CARRIED

**10.0 SCHEDULE OF MEETINGS**

- Monday, June 8<sup>th</sup>
- Monday, September 14<sup>th</sup>
- Monday, October 12<sup>th</sup>
- Monday, November 9<sup>th</sup>
- Monday, December 14<sup>th</sup>

**11.0 CLOSED SESSION**

- None

**12.0 ADJOURNMENT**

Recommendation LS-2015-21  
Moved by: **Danny Lavine**

Be it recommended that:

1. The Recreation Services Committee meeting is adjourned at 8:16 p.m.

CARRIED

  
\_\_\_\_\_  
Committee Chair

  
\_\_\_\_\_  
Recorder

# Memo

**To:** Mayor and Council  
**From:** Karen Beauchamp, Director Community Growth and Planning  
**Date:** July 7 2015  
**Subject:** Richer Encroachment Agreement – 465 Lakeshore Road North  
**Attachment:** Draft Encroachment Agreement

---

Mayor and Council:

In 2011 Timothy Charles Richer and Wilhelmina Frances Richer, the owners of 465 Lakeshore Road North constructed a new house on the property. When the Surveyor's Real Property Report was submitted as part of the Building Permit process, it indicated that the deck on the front of the house encroached onto the City's easement for water and sanitary sewer services. The owners requested that they be able to keep the deck as constructed.

The Directors of Public Works and Community Growth and Planning have reviewed the request and recommend that the owners enter into an encroachment agreement with the City. The encroachment agreement provides that if the City requires access to the easement, the owner at their sole cost and expense will either reconfigure the deck, re-locate it or remove it.

On June 24, 2015, staff provided the Draft Encroachment Agreement to the owners for their review.

The Draft Encroachment Agreement is attached for Council's consideration. Staff recommends that Council pass the By-law to enter into the Encroachment Agreement at the August 4, 2015 regular meeting.

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 CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**BY-LAW NO. 2015 - XXX**  
**BEING A BY-LAW TO ENTER INTO AN ENCROACHMENT AGREEMENT**  
**WITH TIMOTHY CHARLES RICHER AND WILHELMINA FRANCES RICHER**  
**OWNERS OF THE**  
**SUBJECT PROPERTY 465 LAKESHORE ROAD NORTH**  
**Parcel 4254SST Part of Lot 4, Plan M-79NB Designated as Part 5 on 54R-**  
**1614; Temiskaming Shores; District of Timiskaming**  
**ROLL #: 5418-010-008-079.00**

**WHEREAS** under Section 8 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 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** Timothy and Wilhelmina Richer have constructed a deck that encroaches onto the City's Easement for water and sanitary sewer services,

**AND WHEREAS** the Council deems it desirable to enter into an Encroachment Agreement with Timothy and Wilhelmina Richer;

**NOW THEREFORE** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement between Timothy and Wilhelmina Richer "Owner" and The Corporation of the City of Temiskaming Shores as the "City" in the form annexed hereto as Schedule "A" and forming part of this by-law;
2. The Council agrees to permit an encroachment onto the Easement for municipal water and sanitary sewer services registered as Instrument No. LT267120 for Part 5 Plan 54R-1614 which is shown on the Surveyor's Real Property Report on Schedule "B" attached to and forming part of this by-law;
3. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title;

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

READ a FIRST and SECOND TIME and FINALLY PASSED, this 7th, day of July 2015.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT



THIS ENCROACHMENT AGREEMENT entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

**TIMOTHY CHARLES RICHER AND WILHELMINA FRANCES RICHER**  
(the "Owner")

AND:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(the "City")

RECITALS:

- a) The Owner is the registered and beneficial owner of 465 Lakeshore Road North; Parcel 4254SST Part of Lot 4, Plan M-79NB Designated as Part 5 on 54R-1614; Temiskaming Shores; District of Timiskaming. Roll No.: 5418-010-008-079.00 (the "Property.")
- b) The Owner has constructed a deck on the Property, which encroaches upon the City's Easement for water and sanitary sewer services (the "Encroachment").
- c) The City is prepared to permit the Encroachment to continue to encroach upon the City-owned land. The Encroachment is shown on the Surveyor's Real Property Report on Schedule "B", hereto attached.

TERMS AND CONDITIONS

1. In the event the City delivers written notice to the Owner that the City requires to access the easement which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure, or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment.
2. The Owner shall be responsible for the maintenance and repair of the Encroachment and all related expenses.
3. The Owner shall indemnify and save harmless the City from all loss, costs and damages which the City may incur, arising from the existence of the Encroachment or the use, maintenance or repair thereof.
4. The Owner covenants and agrees that this Encroachment Agreement is restricted to the existing Encroachment and the use, maintenance and repair thereof, not any expansions or further improvements thereto.
5. This Encroachment Agreement shall be binding upon the Owner, its successors and assigns and shall not expire until the date upon which the Encroachment is removed or this by-law is repealed.

In Witness whereof the parties have set their hands and seals on the date first above written.

THE CORPORATION OF THE  
CITY OF TEMISKAMING SHORES

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

THE OWNERS

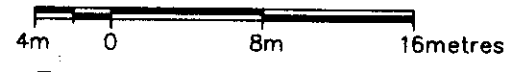
\_\_\_\_\_  
Timothy Charles Richer

\_\_\_\_\_  
Wilhelmina Frances Richer

DRAFT

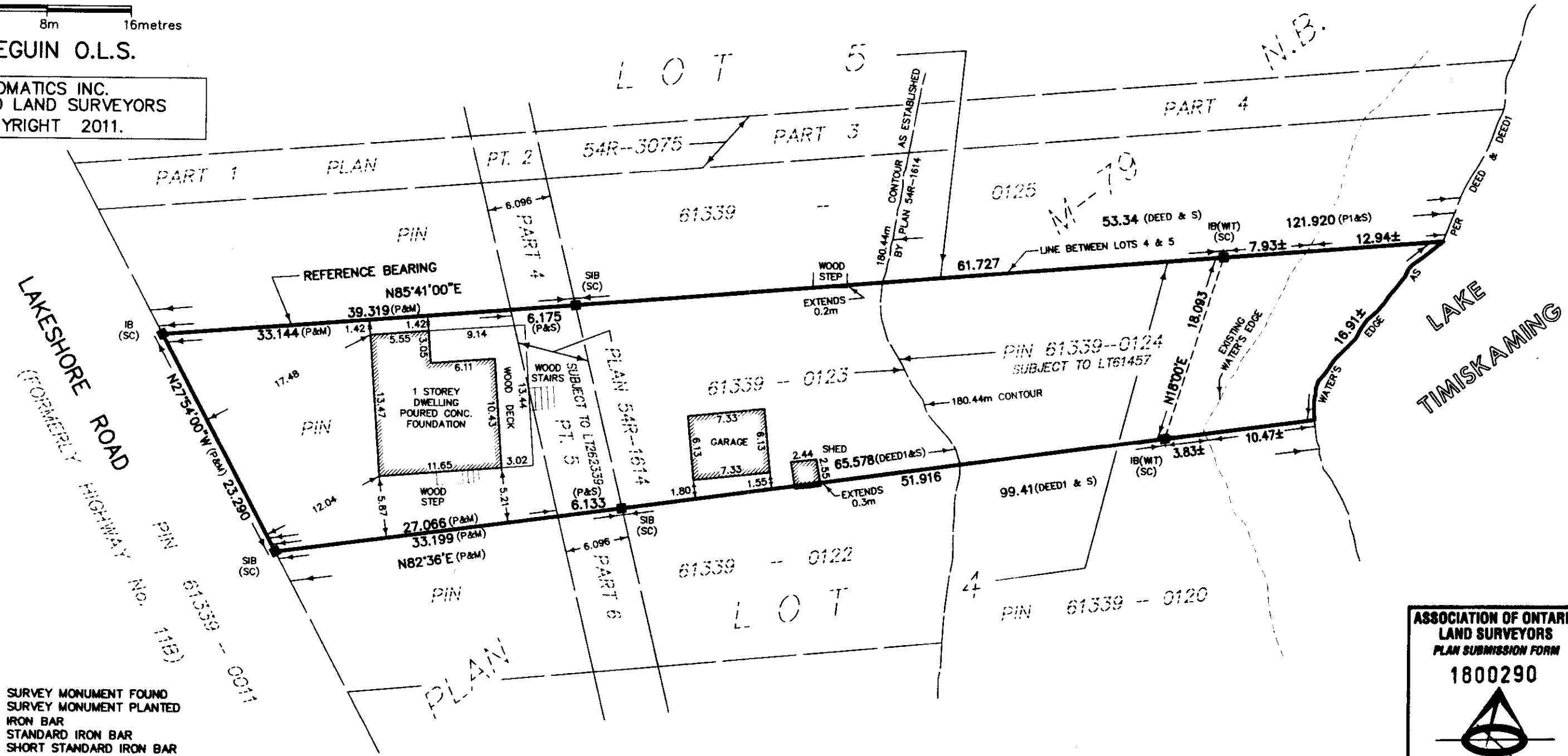
**SURVEYOR'S REAL PROPERTY REPORT**  
**PART 1:**  
 PLAN OF SURVEY OF PART OF  
**LOT 4 (EAST SIDE OF LAKESHORE ROAD)**  
**REGISTERED PLAN M-79 NB**  
**CITY OF TEMISKAMING SHORES**  
 DISTRICT OF TIMISKAMING

SCALE - 1 : 400 Metres



R.W. SEGUIN O.L.S.

EXP GEOMATICS INC.  
 ONTARIO LAND SURVEYORS  
 © COPYRIGHT 2011.



- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT PLANTED
  - IB DENOTES IRON BAR
  - SIB DENOTES STANDARD IRON BAR
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - M DENOTES MEASURED
  - P DENOTES PLAN 54R-1614
  - P1 DENOTES REGISTERED PLAN M-79 NB
  - SC DENOTES H. SUTCLIFFE LTD
  - DEED DENOTES DOCUMENT NND 2447
  - DEED1 DENOTES DOCUMENT LT 105127

**ASSOCIATION OF ONTARIO LAND SURVEYORS**  
 PLAN SUBMISSION FORM  
 1800290

**THIS PLAN IS NOT VALID UNLESS IT IS AN EMBOSSED ORIGINAL COPY ISSUED BY THE SURVEYOR**  
 In accordance with Regulation 1026, Section 29(3).

**NOTE**  
 BEARINGS ARE ASTROMOMIC AND ARE REFERRED TO THE LINE BETWEEN LOTS 4 & 5 AS SHOWN ON PLAN 54R-1614 HAVING A BEARING OF N85°41'E.

**NOTE**  
 ALL BUILDING TIES ARE PERPENDICULAR TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.

**NOTE**  
 BUILDING TIES SHOWN HEREON ARE TAKEN TO THE VINYL SIDING UNLESS OTHERWISE NOTED.

**NOTE**  
 THIS REPORT CAN BE UPDATED BY THIS OFFICE, HOWEVER **NO ADDITIONAL PRINTS** OF THIS ORIGINAL REPORT WILL BE ISSUED, SUBSEQUENT TO THE DATE OF CERTIFICATION.

**SURVEYOR'S REAL PROPERTY REPORT - PART 2**

**REGISTERED EASEMENTS AND/OR RIGHTS OF WAY**  
 SUBJECT TO LT262339 & LT61457.

**ENCROACHMENTS**  
 WOOD STEP EXTENDS BY 0.2m & SHED EXTENDS BY 0.3m.

THIS REPORT WAS PREPARED FOR TIMOTHY & WILHELMINA RICHER AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 2nd DAY OF SEPTEMBER, 2011.

*R.W. Seguin*  
 R.W. SEGUIN  
 ONTARIO LAND SURVEYOR

NEW LISKEARD ONT.  
 SEPTEMBER 22, 2011.

exp Geomatics Inc.  
 t: +1.705.647.4311 | f: +1.705.647.3111  
 9 Wellington Street, Box 1208  
 New Liskeard, ON P0J 1P0  
 Canada  
 www.exp.com

The new identity of Tru Geomatics Inc.

DR	SEG	CLIENT	BELANGER CONSTRUCTION
CK'D	RWS	NOTES	Bk 2198/Pg 65
		JOB No	SN11026

# Memo

**To:** Mayor and Council  
**From:** Karen Beauchamp, Director Community Growth and Planning  
**Date:** July 7 2015  
**Subject:** Graves Easement Agreement – 370 Agnes Avenue  
**Attachment:** Draft Easement Agreement

---

Mayor and Council:

In 2013, Mr. Richard Graves, owner of 370 Agnes Avenue applied for a Building Permit to remove a 12' x 18' kitchen addition and replace it with a 16' x 26' addition. During site preparation, it was apparent that a 36" City stormwater sewer pipe crossed Mr. Graves' property. Mr. Graves amended the Building Permit to reduce the width of the addition from 26' to 23' on the west end.

Public Works staff met with the owner to discuss the requirement for an Easement Agreement and he agreed to enter into an agreement and have it registered on title.

The City retained Exp. Geomatics Inc. to survey a 3m wide easement over the existing stormwater sewer pipe and prepare a Reference Plan. On January 5, 2015 Plan 54R-5823 was deposited at Land Titles.

On June 25, 2015, Staff prepared a Draft Easement Agreement and provided it to the owner for his review.

The Draft Easement Agreement is attached for Council's consideration. Staff recommend that Council pass the By-law to enter into the Easement Agreement at the August 4, 2015 regular meeting. .

Staff also recommends retaining George Kemp, Solicitor to register the Easement Agreement on title for the property at 370 Agnes Avenue.

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

**Schedule Text 61**

**Transfer of Easement in Gross**

**THIS AGREEMENT** made this                    day of                    2015.

BETWEEN:

**RICHARD GRAVES**  
(Transferor)

-and-

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(Transferee)

**Subject Property:**

**PIN 61338-0391** Pcl 11948 Sec SST; Firstly: Pt Lt 7 Con 1 Dymond as in LT107968; Temiskaming Shores; District of Timiskaming; and

PIN 61338-0392 Pcl 4778 Sec SST; Pt Lt 7 Con 1 Dymond as in LT56413 except Pt 1 to 3 TER 461; Temiskaming Shores; District of Timiskaming

In consideration of the sum of Two Dollars (\$2.00) paid by the Transferee to the Transferor, the Transferor grants and transfers to the Transferee, its successors and assigns a free and unencumbered easement in perpetuity, upon, over, in, under and across the Transferor's Lands to construct, operate, maintain, and repair a storm water collection system for its use as required in the municipal business carried on by the Transferee; together with the right of access to the Transferee, its contractors, servants, agents and employees, vehicles, equipment and supplies over the Transferor's Lands, for the purpose of exercising the rights hereby granted.

The Transferor shall have the right to fully use and enjoy the Transferor's Lands except as may be necessary for any of the purposes hereby granted to the Transferee provided that without the prior written consent of the Transferee, the Transferor shall not excavate, drill or erect over, in, under and across the Transferor's Lands any structures, pit, well, foundation or pavement.

The Transferee agrees that no work shall at any time be done in such a manner as to obstruct or delay or in any way interfere with the operations of the Transferor.

**Provided however** the Transferee, shall consent to the Transferor erecting fences, drains and constructing pathways and walks across, on and in the lands herein described or any portion or portions thereof **provided** that before commencing any such work the Transferor:

- (a) shall give to the Transferee not less than 48 hours' notice in writing, setting forth the work desired to be done, in order that the Transferee may have a representative present to inspect the site, the work to be done and the performance of such work, and;
- (b) shall follow the instructions of the aforesaid representative as to the performance of such work in order that no damage will be occasioned to the municipal infrastructure of the Transferee;

In making any of its installations, the Transferee shall observe and carry them out according to recognized good engineering practice and in accordance with all applicable governmental laws, regulations or requirements concerning the same.

The Transferee shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to its use and occupation of the Transferor's Lands.

The Transferee shall make full and complete compensation for any damage caused to the Transferor's physical property or that of any other user of the Transferor's property by the Transferee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for damage attributable to the equipment owned or operated by the Transferee, its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible.

The Transferee shall make full and complete compensation for any bodily injury or death to any person caused by the Transferee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for bodily injury or death attributable to the equipment owned or operated by the Transferee, its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible.

The Transferee shall waive against the Transferor, its officers, employees, agents or contractors any claims or any kind whether directly or indirectly arising out of or connected with the existence of this Transfer of Easement and for any injury to or death of any person or for any loss of or damage to any property or equipment belonging to

the Transferee or its employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Transferee with respect to its installation and use of the property, unless caused by the negligent act or omission of the Transferor, its officers, employees, agents, contractors or those for whom it is at law responsible.

The Transferee agrees to indemnify the Transferor and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the Transferee of any of the terms and conditions of this Transfer of Easement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of the Transferor, its officers, employees, agents, contractors or those for whom it is at law responsible.

The Transferee shall, at its own expense, obtain and maintain in full force and effect the following insurance policies:

- i) Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000) in primary and umbrella/excess liability policy including but not limited bodily injury, property damage, personal injury, product liability, tenants legal liability, contractual liability, owners and contractors protective, contingent employer's liability, non-owned automobile liability, cross liability and severability of interest clause.
- ii) All risks property insurance for not less than full replacement cost value of the equipment and personal property. The policy shall contain a waiver of subrogation in favour of the Transferor.
- iii) Automobile Liability insurance with respect to owned or leased vehicles, having a policy limit of at least two million dollars (\$2,000,000) inclusive per occurrence.

The Lands to be benefited by this easement is the head office of the Transferee.  
Municipal address: P.O. Box 2050; 325 Farr Drive, Haileybury, Ontario; P0J 1K0.

The Transferee agrees that this easement agreement shall be registered on title for the Subject Property at the Transferor's expense.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals the day and year first above written.

**SIGNED, SEALED and DELIVERED**

In the presence of:

**THE CORPORATION OF THE  
CITY OF TEMISKAMING SHORES**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Richard Graves



PLAN 54R-5823

RECEIVED AND DEPOSITED  
2015.01.08

"C. Carey"  
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF TIMISKAMING

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  
2014-12-04

M. J. Simpson  
M. J. SIMPSON

SCHEDULE				
PART	LOT	CONCESSION	PIN	NAME OF LAST TRANSFEREE
1	PART OF LOT 7	1	PART OF PIN 61338-0391	GRAVES, RICHARD ISAAC
2			PART OF PIN 61338-0392	

TOWNSHIP OF DYMOND

**PLAN OF SURVEY OF**  
PART OF LOT 7,  
CONCESSION 1  
(TOWNSHIP OF DYMOND)  
**CITY OF TEMISKAMING SHORES**  
DISTRICT OF TIMISKAMING  
exp GEOMATICS INC.  
SCALE 1:250



**METRIC NOTE**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

**BEARING NOTE**  
BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS AND REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17, (81° WEST LONGITUDE), NAD 83 (ORIGINAL).  
FOR BEARING COMPARISONS, A ROTATION OF 0°58' COUNTER CLOCKWISE WAS APPLIED TO THE BEARINGS SHOWN ON PLANS TER-461 AND 54R-1338.

**DISTANCE NOTE**  
DISTANCES SHOWN HEREON ARE ADJUSTED HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999691.

**LEGEND**

- DENOTES - SURVEY MONUMENT FOUND
- DENOTES - SURVEY MONUMENT PLANTED
- M - MEASURED
- S - SET
- PIN - PROPERTY IDENTIFICATION NUMBER
- P - PLAN 54R-1338
- P1 - PLAN TER-461
- REG - REGISTERED
- NEF - NO EVIDENCE FOUND

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 2nd DAY OF JUNE, 2014.

NORTH BAY, ONTARIO  
2014-12-04

M. J. Simpson  
M. J. SIMPSON  
ONTARIO LAND SURVEYOR

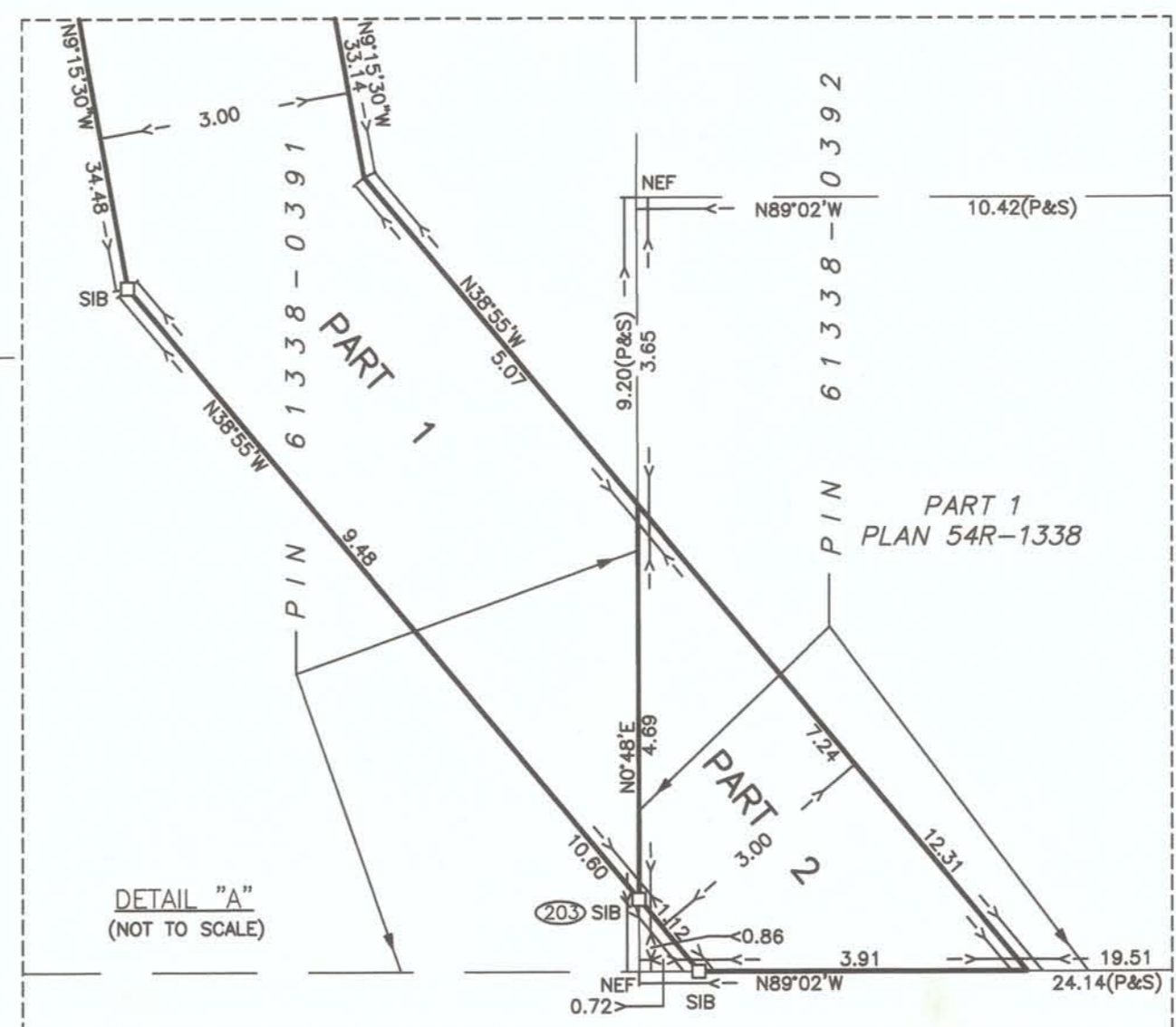
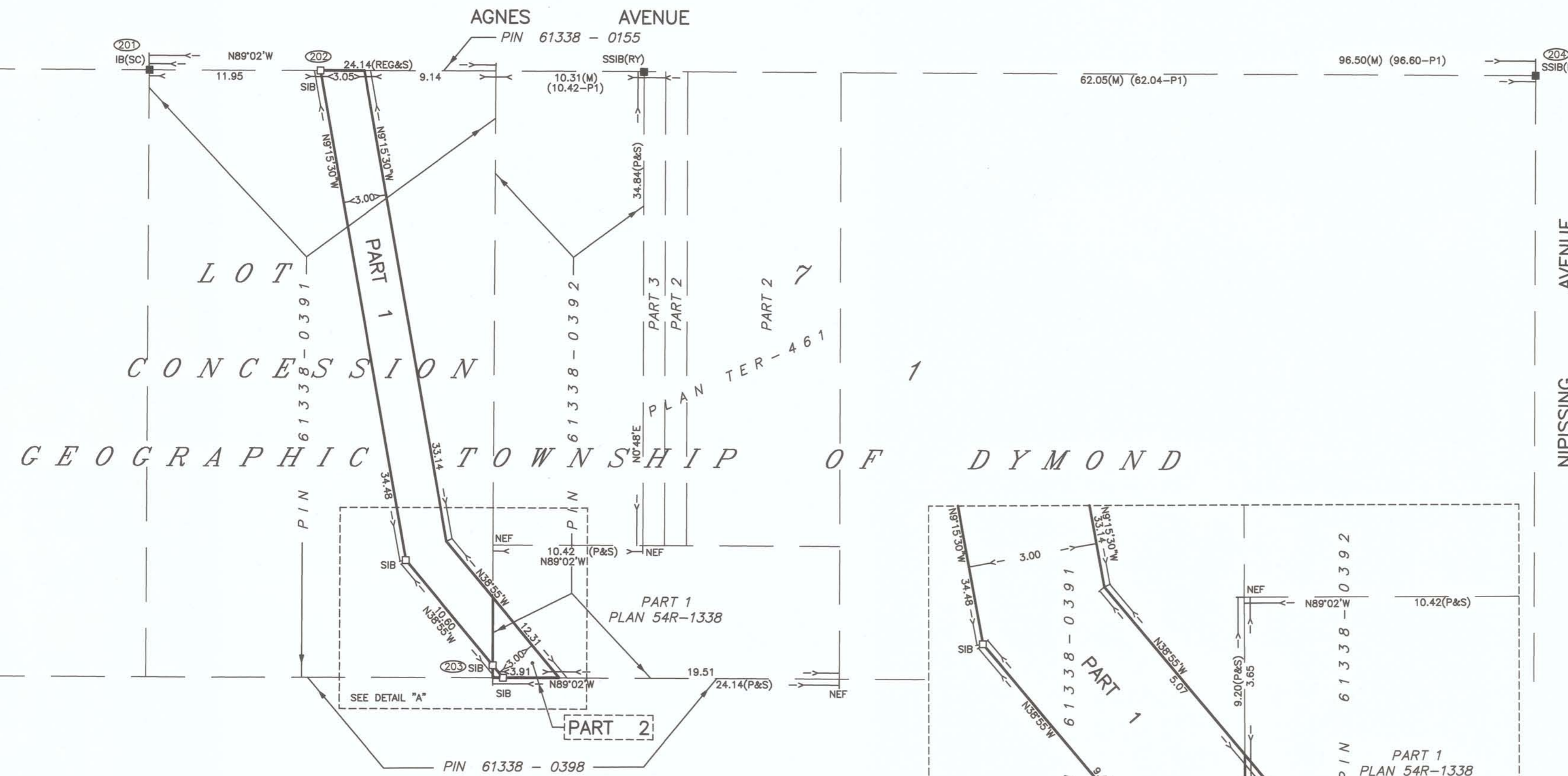
INTEGRATION DATA  
COORDINATES ARE DERIVED FROM GPS OBSERVATIONS USING CONTROL STATIONS (SCP's) AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE), NAD83 (ORIGINAL). COORDINATE VALUES ARE TO URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O.REG 216/10.

SPECIFIED CONTROL POINTS (SPCs)			
POINT	NORTHING	EASTING	DESCRIPTION
135	5,261,369.858	598,036.733	HCM00819740135
352	5,264,121.535	601,371.375	HCM00819970352

OBSERVED REFERENCE POINTS  
OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED USING SIMULTANEOUS STATIC GPS OBSERVATIONS AND REAL TIME KINEMATIC (RTK) BASE AND ROVER TRANSLATED COORDINATES.

POINT	NORTHING	EASTING	DESCRIPTION
201	5,262,095.40	598,895.62	IB(SC)
202	5,262,095.20	598,904.57	SIB
203	5,262,052.92	598,917.77	SIB

COORDINATES CANNOT, IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



exp Geomatics Inc.  
9 WELLINGTON STREET  
New Liskeard, Ontario, POJ 1P0  
1-800-461-4584

PARTY CHIEF: B. PHILLIPS  
CHECKED BY: M. SIMPSON  
FILE: NWL-00216340 | DRAWN BY: TARAL

# Memo

**To:** Mayor and Council  
**From:** Karen Beauchamp, Director Community Growth and Planning  
**Date:** July 7 2015  
**Subject:** Lantaigne Easement Agreement – 469 Lakeshore Road North  
**Attachment:** Draft Easement Agreement

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Mayor and Council:

In 1991, the Town of New Liskeard surveyed an easement for water and sanitary sewer services over the property at 469 Lakeshore Road North and approximately twelve neighbouring properties. Most of the property owners entered into an Easement Agreement with the Town of New Liskeard and the agreements were registered on title for the properties.

Marjolaine Andree Lantaigne and Raymond Fernand Lantaigne are the new owners of the property at 469 Lakeshore Road North. They have pre-consulted with staff in the Planning, Building and Public Works Departments regarding demolishing the existing house on the property and constructing a new home. During the pre-consultation, the owner's solicitor, George Kemp, Kemp Pirie advised that there is no easement agreement registered on title against this property.

Staff met with the owners to discuss the requirement for an Easement Agreement and they agreed to enter into an agreement and have it registered on title. On June 24, 2015, staff provided the Draft Easement Agreement to the owners for their review.

The Draft Easement Agreement is attached for Council's consideration. Staff recommends that Council pass the By-law to enter into the Easement Agreement at the August 4, 2015 regular meeting.

Staff also recommend retaining George Kemp, Solicitor to register the Easement Agreement on title for the property at 469 Lakeshore Road North.

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

**Schedule Text 61**

**Transfer of Easement in Gross**

**THIS AGREEMENT** made this                      day of                      2015.

BETWEEN:

**MARJOLAINE ANDREE LANTAIGNE and RAYMOND FERNAND LANTAIGNE**

(Transferor)

-and-

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

(Transferee)

**Subject Property: 469 Lakeshore Road North; Roll No. 5418 010 008 080.00**

*PIN 61399-0122 Part 6 on Plan 54R-1614 Parcel 14784 Sec SST Pt Lt4 E/S Lakeshore Rd. PL M79NB Dymond as in LT105127 firstly; Temiskaming Shores; District of Timiskaming; and*

*PIN 61339-0121 Part 7 on Plan 54R-1614 Parcel 17355 Sec SST Pt Lt4 E/S Lakeshore Rd. PL M79NB Dymond as in LT114760 secondly; Temiskaming Shores; District of Timiskaming*

In consideration of the sum of Two Dollars (\$2.00) paid by the Transferee to the Transferor, the Transferor grants and transfers to the Transferee, its successors and assigns a free and unencumbered easement in perpetuity, upon, over, in, under and across the Transferor's Lands to construct, operate, maintain, and repair municipal water and sanitary sewer systems for its use as required in the municipal business carried on by the Transferee; together with the right of access to the Transferee, its contractors, servants, agents and employees, vehicles, equipment and supplies over the Transferor's Lands, for the purpose of exercising the rights hereby granted.

The Transferor shall have the right to fully use and enjoy the Transferor's Lands except as may be necessary for any of the purposes hereby granted to the Transferee provided that without the prior written consent of the Transferee, the Transferor shall not

excavate, drill or erect over, in, under and across the Transferor's Lands any structures, pit, well, foundation or pavement.

The Transferee agrees that no work shall at any time be done in such a manner as to obstruct or delay or in any way interfere with the operations of the Transferor.

**Provided however** the Transferee, shall consent to the Transferor erecting fences, drains and constructing pathways and walks across, on and in the lands herein described or any portion or portions thereof **provided** that before commencing any such work the Transferor:

- (a) shall give to the Transferee not less than 48 hours' notice in writing, setting forth the work desired to be done, in order that the Transferee may have a representative present to inspect the site, the work to be done and the performance of such work, and;
- (b) shall follow the instructions of the aforesaid representative as to the performance of such work in order that no damage will be occasioned to the municipal infrastructure of the Transferee;

In making any of its installations, the Transferee shall observe and carry them out according to recognized good engineering practice and in accordance with all applicable governmental laws, regulations or requirements concerning the same.

The Transferee shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to its use and occupation of the Transferor's Lands.

The Transferee shall make full and complete compensation for any damage caused to the Transferor's physical property or that of any other user of the Transferor's property by the Transferee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for damage attributable to the equipment owned or operated by the Transferee, its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible.

The Transferee shall make full and complete compensation for any bodily injury or death to any person caused by the Transferee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for bodily injury or death attributable to the equipment owned or operated by the Transferee, its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible.

The Transferee shall waive against the Transferor, its officers, employees, agents or contractors any claims or any kind whether directly or indirectly arising out of or connected with the existence of this Transfer of Easement and for any injury to or death of any person or for any loss of or damage to any property or equipment belonging to the Transferee or its employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Transferee with respect to its installation and use of the property, unless caused by the negligent act or omission of the Transferor, its officers, employees, agents, contractors or those for whom it is at law responsible.

The Transferee agrees to indemnify the Transferor and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the Transferee of any of the terms and conditions of this Transfer of Easement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of the Transferor, its officers, employees, agents, contractors or those for whom it is at law responsible.

The Transferee shall, at its own expense, obtain and maintain in full force and effect the following insurance policies:

- i) Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000) in primary and umbrella/excess liability policy including but not limited bodily injury, property damage, personal injury, product liability, tenants legal liability, contractual liability, owners and contractors protective, contingent employer's liability, non-owned automobile liability, cross liability and severability of interest clause.
- ii) All risks property insurance for not less than full replacement cost value of the equipment and personal property. The policy shall contain a waiver of subrogation in favour of the Transferor.
- iii) Automobile Liability insurance with respect to owned or leased vehicles, having a policy limit of at least two million dollars (\$2,000,000) inclusive per occurrence.

The Lands to be benefited by this easement is the head office of the Transferee.  
Municipal address: P.O. Box 2050; 325 Farr Drive, Haileybury, Ontario; P0J 1K0.

The Transferee agrees that this easement agreement shall be registered on title for the Subject Property at the Transferor's expense.

**SIGNED, SEALED and DELIVERED**

In the presence of:

**THE CORPORATION OF THE  
CITY OF TEMISKAMING SHORES**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

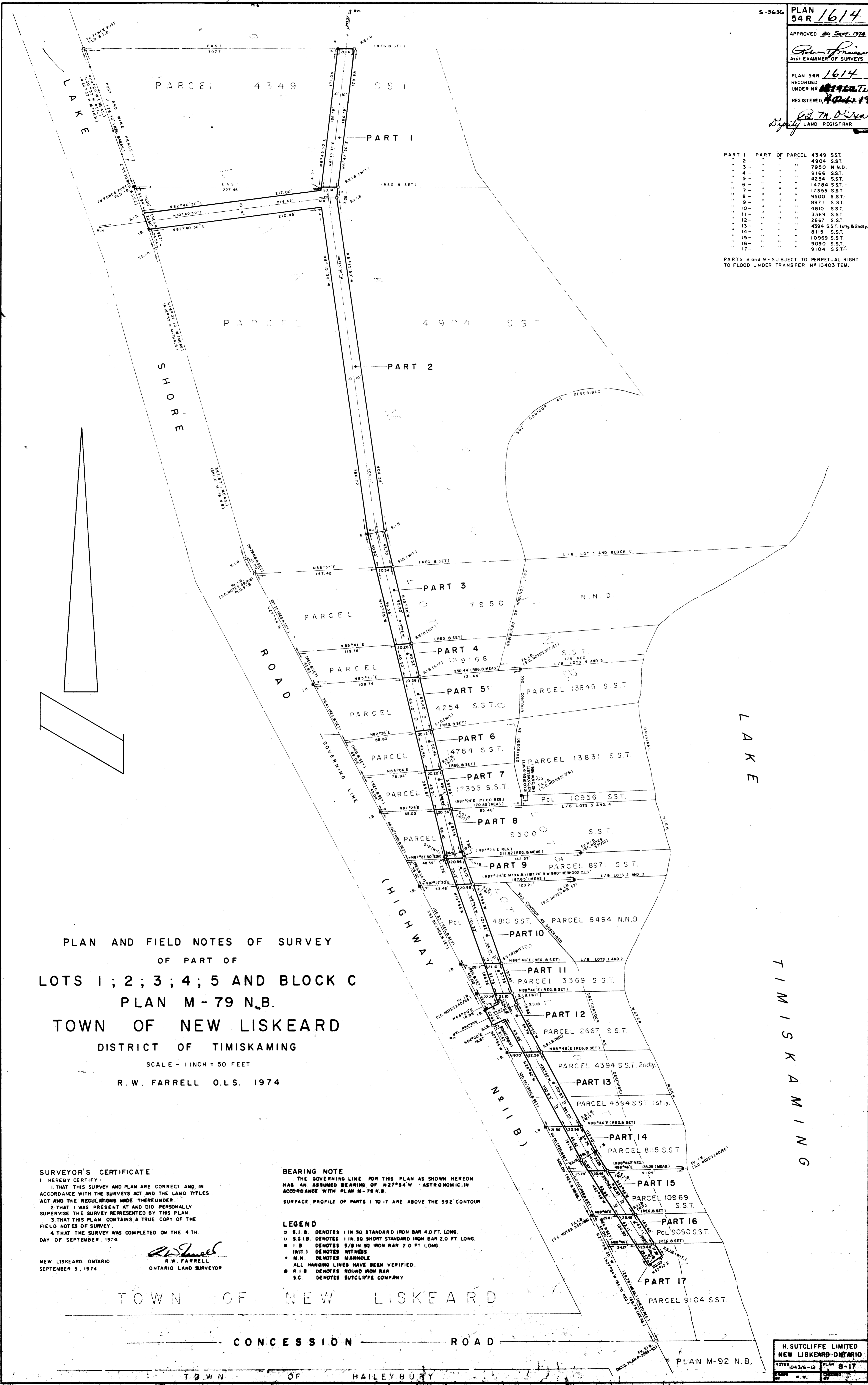
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Marjolaine Andree Lantaigne

\_\_\_\_\_  
Raymond Fernand Lantaigne

PART 1 - PART OF PARCEL 4349 S.S.T.
2 - 4904 S.S.T.
3 - 7950 N.N.D.
4 - 9166 S.S.T.
5 - 4254 S.S.T.
6 - 14784 S.S.T.
7 - 17355 S.S.T.
8 - 9500 S.S.T.
9 - 8971 S.S.T.
10 - 4810 S.S.T.
11 - 3369 S.S.T.
12 - 2667 S.S.T.
13 - 4394 S.S.T. 1stly & 2ndly.
14 - 8115 S.S.T.
15 - 10969 S.S.T.
16 - 9090 S.S.T.
17 - 9104 S.S.T.

PARTS 8 and 9 - SUBJECT TO PERPETUAL RIGHT TO FLOOD UNDER TRANSFER NO 10403 TEM.



PLAN AND FIELD NOTES OF SURVEY  
OF PART OF  
LOTS 1; 2; 3; 4; 5 AND BLOCK C  
PLAN M-79 N.B.  
TOWN OF NEW LISKEARD  
DISTRICT OF TIMISKAMING  
SCALE - 1 INCH = 50 FEET  
R.W. FARRELL O.L.S. 1974

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY:  
1. THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.  
2. THAT I WAS PRESENT AT AND DID PERSONALLY SUPERVISE THE SURVEY REPRESENTED BY THIS PLAN.  
3. THAT THIS PLAN CONTAINS A TRUE COPY OF THE FIELD NOTES OF SURVEY.  
4. THAT THE SURVEY WAS COMPLETED ON THE 4TH DAY OF SEPTEMBER, 1974.

*R.W. Farrell*  
R.W. FARRELL  
ONTARIO LAND SURVEYOR

NEW LISKEARD, ONTARIO  
SEPTEMBER 5, 1974.

**BEARING NOTE**  
THE GOVERNING LINE FOR THIS PLAN AS SHOWN HEREDON HAS AN ASSUMED BEARING OF N27°54'W ASTRONOMIC IN ACCORDANCE WITH PLAN M-79 N.B.  
SURFACE PROFILE OF PARTS 1 TO 17 ARE ABOVE THE 592' CONTOUR

**LEGEND**  
 ○ S.I.B. DENOTES 1 IN SQ STANDARD IRON BAR 4.0 FT. LONG.  
 □ S.S.I.B. DENOTES 1 IN SQ SHORT STANDARD IRON BAR 2.0 FT. LONG.  
 ● I.B. DENOTES 5/8 IN SQ IRON BAR 2.0 FT. LONG.  
 (WIT.) DENOTES WITNESS  
 ● M.M. DENOTES MARKHOLE  
 ALL HANGING LINES HAVE BEEN VERIFIED.  
 ● R.I.B. DENOTES ROUND IRON BAR  
 ● S.C. DENOTES SUTCLIFFE COMPANY

TOWN OF NEW LISKEARD

CONCESSION ROAD

TOWN OF HAILEYBURY

## Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** July 7, 2015  
**Subject:** City of Temiskaming Shores Telecommunication Pole Concurrence – Haileybury Water Reservoir  
**Attachments:** Spectrum Group Notification Letter – Haileybury Water Reservoir

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Mayor and Council:

The City of Temiskaming Shores has contracted Spectrum Communication Group to conduct the appropriate Industry Canada process to install a 29.3m (96') telecommunication tower on City-owned property at the Haileybury Reservoir located at 400 Niven Street South. This tower will be used by OCWA and will support wireless networking antennas required to provide surveillance, control and data acquisition (SCADA) to a number of sewage pumping and treatment stations in Haileybury. As requested by Spectrum Group and in compliance with Industry Canada's client guidelines for radio communication and broadcasting antenna systems, concurrence for the proposal from the City is considered as the conclusion for local consultation.

Telecommunication facilities such as the one proposed are federally regulated and consultation with the municipality was not previously required as local Official Plan and Zoning policies do not apply to their location and installation. New procedures from Industry Canada require consultation with the local land use authority and provide an opportunity for the land use authority to work with the proponent to discuss siting options and address reasonable and relevant concerns. Industry Canada requires the proponent to send a notification letter to all properties within a radius of three times the tower height, in this case 300'.

The City of Temiskaming Shores Official Plan and Town of Haileybury Zoning By-law 85-27 do not contain specific provisions or allowances for the installation of telecommunications facilities within the settlement area for the City or within the Town of Haileybury. The Haileybury Reservoir property is designated Employment Area in the City of Temiskaming Shores Official Plan and is zoned Industrial (I) in the Town of Haileybury Zoning By-law 85-27. Surrounding properties are designated Employment Areas, Mixed Use Areas, and Residential Neighbourhood and are zoned Industrial (I), and Residential (R). Surrounding land uses are primarily industrial and vacant land with few residential dwellings in immediate proximity to the property.

The information submitted by Spectrum Group includes a picture of a simulated view of the site after the tower is installed taken from Niven Street South. Spectrum Group confirmed that, as of Tuesday, June 30, 2015, no comments or concerns have been received by their representatives. Likewise, no comments or concerns have been received by the City.



Given the above information it is recommended that Council pass a resolution indicating concurrence with the proposed telecommunication tower at the Haileybury Reservoir located at 400 Niven Street South.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

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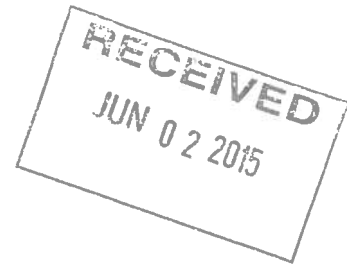
Jennifer Pye  
Planner

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

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Christopher W. Oslund  
City Manager



## **Revision of Notification Letter**

**Date: May 29, 2015**

**Site: Haileybury Reservoir, Temiskaming Shores**

**Subject: Tower Installation at 400 Niven Street**

Please note that the Notification Letter mailed to you recently (issue 1 dated May 19, 2015) was revised to include additional information required by Industry Canada CPC-2-0-03. This information was inadvertently excluded from issue 1 and has been included in this issue dated May 29, 2015.

The following information has been added:

**Section 6** was revised with a reference to photographic images included as Attachment 4.

**Section 11** was revised to include contact information for the Land Use Authority for the area as well as the Industry Canada district office.

Sorry for any inconvenience this may have caused.

***Spectrum Group***



## Notification Letter

**Date:** May 29, 2015, Issue 2

**Site:** Haileybury Reservoir, Temiskaming Shores

**Subject:** Tower Installation at 400 Niven Street

As per Industry Canada's requirement, the purpose of this notification is to inform you that Spectrum Group is planning to construct a telecommunications tower at the Haileybury Reservoir located at 400 Niven Street South. You are receiving this notification because you own property within the required notification distance of the Haileybury Reservoir.

As part of a project that is being implemented to provide communications facilities to various sewer and water installations, the City of Temiskaming Shores proposes to install a small 29.3 meter (96 foot) high tower on municipal lands at the Haileybury Reservoir located at 400 Niven Street. This tower will support wireless networking antennas required to provide surveillance, control, and data acquisition (SCADA) to a number of sewage pumping and treatment stations located in the Haileybury area. This network will improve monitoring capabilities, operational control, and overall efficiency of existing sewage system infrastructure.

The information contained in the remainder of this notification meets the requirements outlined in Industry Canada Client Procedures Circular CPC-2-0-03, issue 5, Appendix 1.

- 1. Purpose of the Structure:** The proposed tower will support wireless antennas designed to distribute data links to from the main water treatment plant to five sewage pumping and treatment stations. The location of the tower is selected based on its ability to provide good RF coverage to the five stations. No other suitable structures are available in the area that can support the equipment economically while meeting the required technical specifications.
- 2. Location:** The proposed tower will be constructed on municipal lands located at 400 Niven Street, set back approximately 30 meters west of the centerline of Niven Street. The location is shown on Attachment #1. The approximate geographical coordinates of the site are: *Latitude 47.4484 degrees; Longitude -79.6433 degrees.*
- 3. RF Exposure Levels:** RF output power of networking equipment proposed is relatively low. Consequently, the tower and its antennas will not expose the public to any harmful levels of radio frequency (RF) exposure and will be installed and operated on an ongoing basis so as to comply with Health Canada's Safety Code 6, including combined effects of the local spectrum environment. This code establishes safety guidelines for public protection against the effects of radio frequency fields.

4. **Access Control:** Public access by the reservoir facility on Niven Street is not permitted. The facility is surrounded by a gated five-foot chain link fence that is topped with barbed wire which is supported on angled brackets. The tower structure will be situated inside this locked fence perimeter. The electronic equipment associated with the antennas will be housed inside an existing secured building that is not accessible to the general public.
5. **Environmental Status:** This tower structure and antenna installation does not require an environmental assessment as the facility meets the exclusion criteria as specified in the Canadian Environmental Assessment Act.
6. **Tower and Antenna System:** A profile of the tower (Titan™ model) is included as Attachment #2. This tower will support two 900 MHz antennas that distribute broadband radio signals to the Hailebury Water Treatment Plant as well as five other stations in Haileybury and North Cobalt. Images of the proposed antennas are included on Attachment 3. Photographic images of an existing Titan tower installation as well as its position and relative height on the site are included as Attachment 4.
7. **Aviation Obstruction Marking:** The municipality does not plan to equip the tower with white, red, or flashing aviation obstruction lighting. However, the City will conform to any aeronautical safety requirements that may be mandated by Transport Canada or NAV Canada. Typically, lighting or a paint marking scheme is not required on smaller towers such as the one proposed.
8. **Installation Practices and Structural Adequacy:** The tower proposed is commonly used throughout the region for various telecommunications applications and is designed to support the intended antenna load with a significant safety margin. The tower and associated antennas will be installed in accordance with the manufacturer's specifications and established installation practices.
9. **Land Use Requirements:** The site selected is located on lands within the Haileybury Industrial Park. Although preliminary approval has been granted for this particular installation, upon the conclusion of the consultation process, final approval from City Council will be requested before construction can begin.
10. **Additional Information:** Please be advised that tower sites, their safety, and coordination, is under the jurisdiction of the Government of Canada through Industry Canada. The City is initiating this notification in accordance with Industry Canada's guidelines. More information is available on Industry Canada's Spectrum Management and Telecommunications web site <http://www.ic.gc.ca/towers>.
11. **Contact Information:** This notice initiates an invitation to the public to provide written comments to Spectrum Group about this proposal by June 30, 2015. Please mail, e-mail, or fax your comments to the address below:

City of Temiskaming Shores  
c/o Spectrum Group  
132 Imperial Road,  
North Bay, Ontario, P1A 4M5  
Attn: Mr. Wayne Lynch  
E-mail- [consultation@spectrumtelecom.ca](mailto:consultation@spectrumtelecom.ca)  
Fax: (705) 474-6192

Phone: (705) 474-6368, Toll Free: 1-800-267-8560

The Land Use Authority (LUA) for the Haileybury area is the City of Temiskaming Shores. Contact information for the LUA is as follows.

City of Temiskaming Shores  
Attention: Jennifer Pye  
P.O. Box 2050  
Haileybury, ON P0J 1K0

Phone: (705) 672-3363, extension 4105  
Fax: (705) 672-2911

Contact information for the district Industry Canada office for Northern Ontario is as follows.

Industry Canada  
2 Queen Street East  
Sault Ste. Marie ON P6A 1Y3

Phone: 1-855-465-6307  
Fax: (705) 941-4607

12. **Acknowledgement of Concerns:** Following the date for public responses as noted above, any questions, comments, or concerns submitted will be acknowledged within **14 days** and a formal response in writing provided within **60 days** of receipt. The public will then have **21 days** from the date of correspondence to review and reply to the final response.

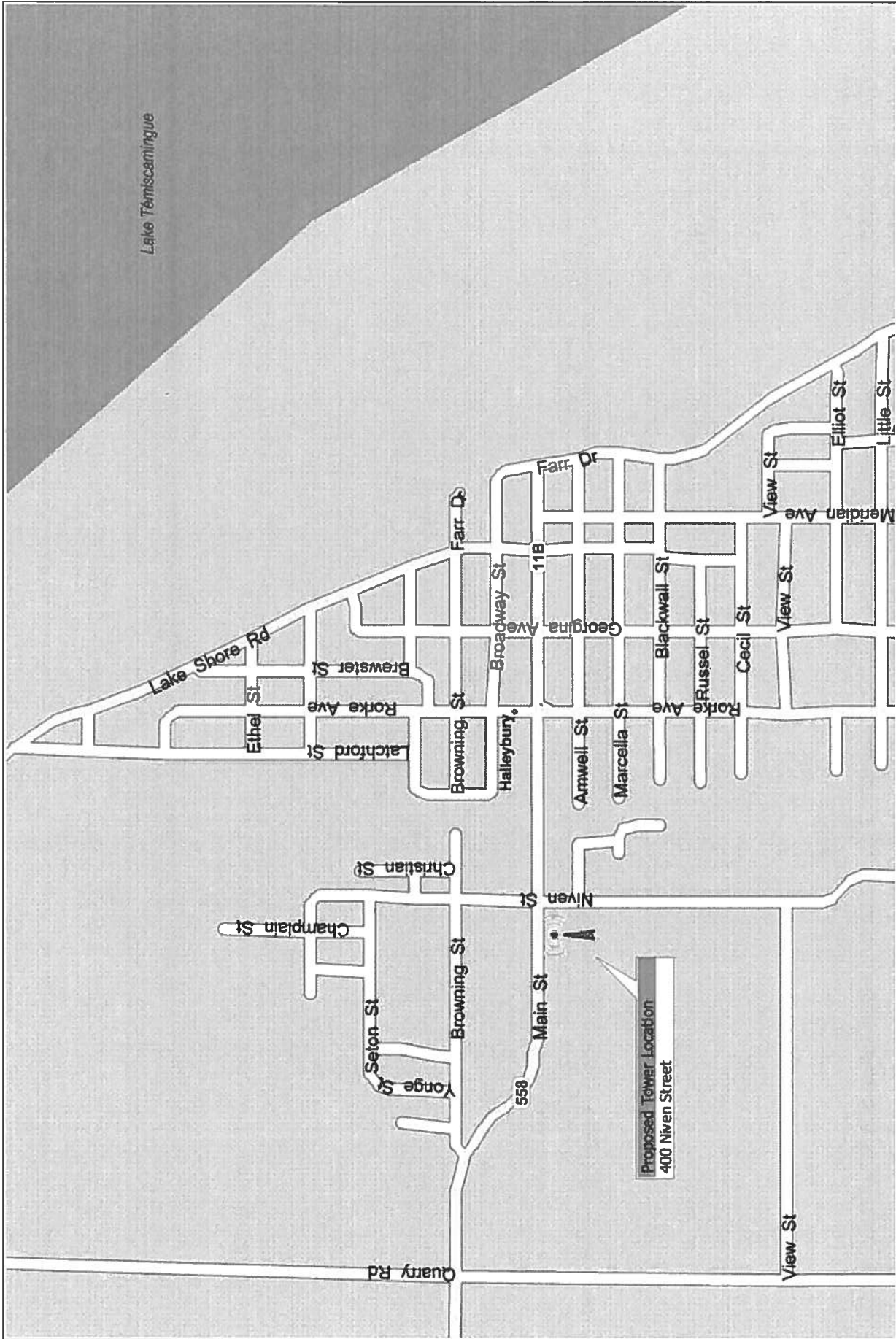
Kindly review this proposal and provide any comments you may have within the time period outlined above. Thank you.

*Wayne Lynch*  
*Project Administrator*  
*Spectrum Group*

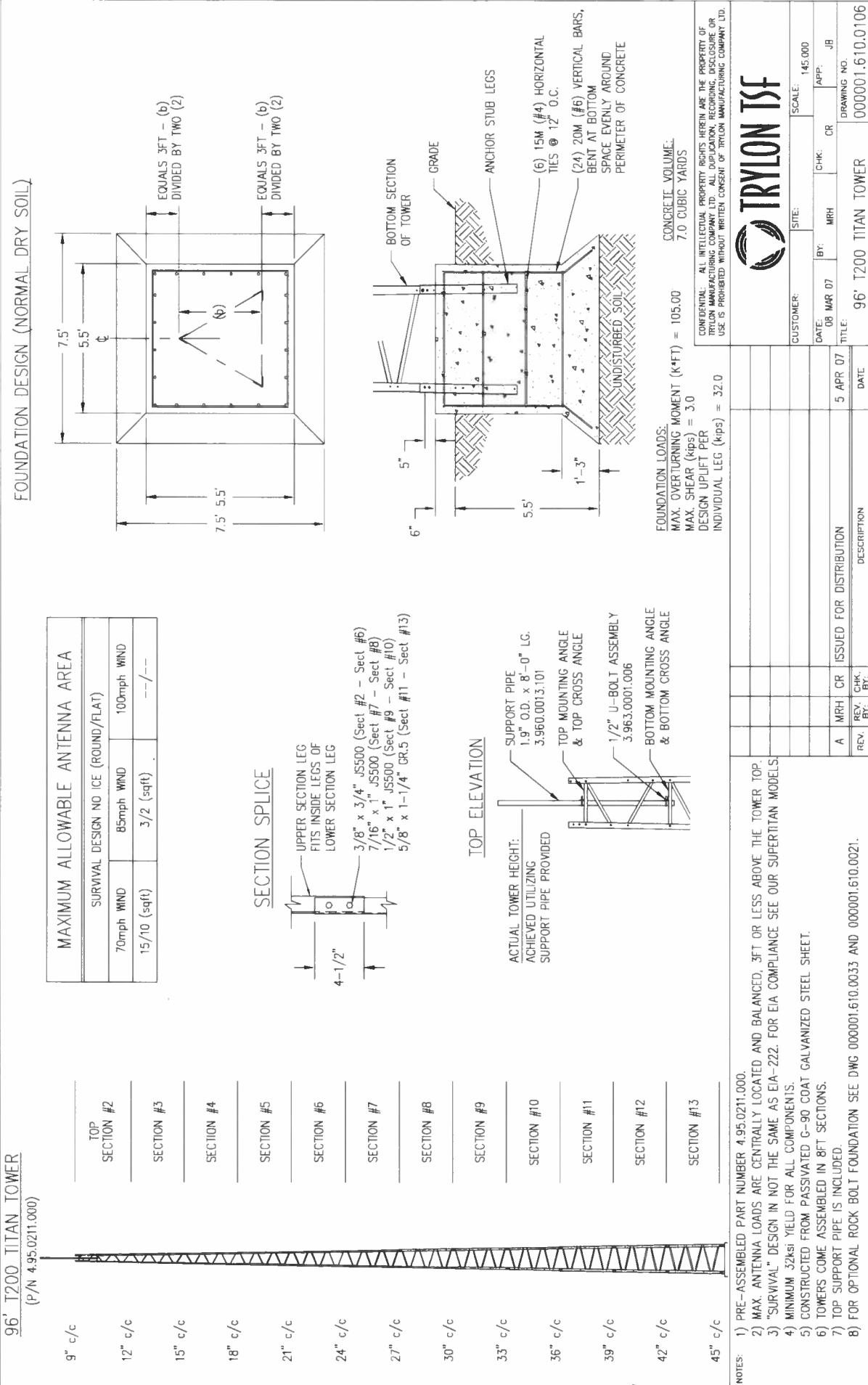
***Spectrum Group***

Spectrum Group is administering this public consultation process on behalf of the City of Temiskaming Shores. Spectrum Group is a wireless and broadband solutions company that provides integrated telecommunications networks for residential and business clients throughout Northern Ontario. More information can be found on the Spectrum website: ([www.spectrumtelecom.ca/en/about-us](http://www.spectrumtelecom.ca/en/about-us)).

# Location of Proposed Haileybury Reservoir 96-Foot Tower



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Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



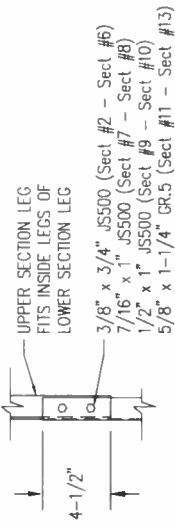
96' T200 TITAN TOWER

(P/N 4.95.0211.000)

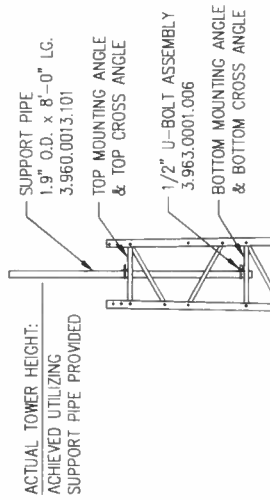
MAXIMUM ALLOWABLE ANTENNA AREA		
SURVIVAL DESIGN NO ICE (ROUND/FLAT)		
70mph WIND	85mph WIND	100mph WIND
15/10 (sqft)	3/2 (sqft)	---/--

9" c/c	TOP SECTION #2
12" c/c	SECTION #3
15" c/c	SECTION #4
18" c/c	SECTION #5
21" c/c	SECTION #6
24" c/c	SECTION #7
27" c/c	SECTION #8
30" c/c	SECTION #9
33" c/c	SECTION #10
36" c/c	SECTION #11
39" c/c	SECTION #12
42" c/c	SECTION #13
45" c/c	

SECTION SPLICE



TOP ELEVATION



- NOTES:
- 1) PRE-ASSEMBLED PART NUMBER 4.95.0211.000.
  - 2) MAX. ANTENNA LOADS ARE CENTRALLY LOCATED AND BALANCED, 3FT OR LESS ABOVE THE TOWER TOP.
  - 3) "SURVIVAL" DESIGN IS NOT THE SAME AS EIA-222. FOR EIA COMPLIANCE SEE OUR SUPERTITAN MODELS.
  - 4) MINIMUM 32ksi YIELD FOR ALL COMPONENTS.
  - 5) CONSTRUCTED FROM PASSIVATED G-90 COAT GALVANIZED STEEL SHEET.
  - 6) TOWERS COME ASSEMBLED IN 8FT SECTIONS.
  - 7) TOP SUPPORT PIPE IS INCLUDED.
  - 8) FOR OPTIONAL ROCK BOLT FOUNDATION SEE DWG 000001.610.0033 AND 000001.610.0021.

FOUNDATION LOADS:  
MAX. OVERTURNING MOMENT (k\*FT) = 105.00  
MAX. SHEAR (kips) = 3.0  
INDIVIDUAL LEG (kips) = 32.0

CONCRETE VOLUME:  
7.0 CUBIC YARDS

CONFIDENTIAL: ALL INTELLECTUAL PROPERTY RIGHTS HEREIN ARE THE PROPERTY OF TRYLON MANUFACTURING COMPANY LTD. ALL DUPLICATION, RECORDING, DISCLOSURE OR USE IS PROHIBITED WITHOUT WRITTEN CONSENT OF TRYLON MANUFACTURING COMPANY LTD.



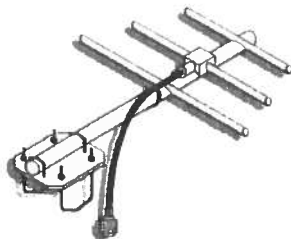
CUSTOMER:	SITE:	SCALE:	145 000
DATE:	08 MAR 07	CHK:	CR
BY:	MRH	APP:	JB
TITLE:	96' T200 TITAN TOWER		
DRAWING NO.:	000001.610.0106		

**Antenna Components Mounted on the Tower Top Section**



Dimensions: Length 186 in. X 2.5 in. (diameter)

**Figure 1: Omni Directional Antenna (mounted at tower Top)**



Dimensions: length 27 in. X width 8 in.

**Figure 2: Directional Antenna (mounted below tower top)**



**Image of Titan Tower and Simulated Position at the Site**

**Photo 1: Typical Titan 96-Foot Tower Located in a Rural Area**



**Photo 2: Approximate Tower Profile Showing Relative Position and Height at the Reservoir Site**





## Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** July 7, 2015  
**Subject:** Deeming By-law for 110 Roseneath Avenue  
(Lots 110 and 111, on Plan M-79NB; Parcels 7549SST and 19274SST)  
**Attachments:** Request for Council to Pass Deeming By-law  
Draft Deeming By-law

---

Mayor and Council:

Frank Gagnon has submitted a request for a deeming by-law for his property at 110 Roseneath Avenue, New Liskeard. The property is comprised of Lots 110 and 111 on Plan M79NB. Mr. Gagnon has indicated that he would like to build a new single detached home on the property and would remove the existing home upon occupancy of the new dwelling. The owner would be required to ensure the new home meets all provisions of the Town of New Liskeard Zoning By-law 2233 or obtain Planning Act approval for any variances from these provisions.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Rural Residential (R1) in the Town of New Liskeard Zoning By-law 2233. The R1 Zone contemplates development on larger, more rural lots and allows less building area than the more urban area. Passing the deeming by-law and merging the lots will create a larger property and ensure that the relatively small lots cannot be sold individually without approval from the City through the Committee of Adjustment.

If the Deeming By-law is passed it will be registered on title at the owners' expense and MPAC will be notified of the change. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

---

Jennifer Pye  
Planner

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

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Christopher W. Oslund  
City Manager

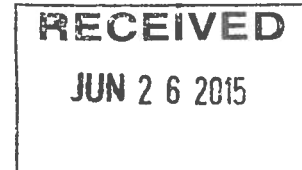
June 26, 2015

I Franklin Gagnon live at 110 Roseneath, New Liskeard Ontario and own the adjoining lot 111 plan M79NB and would like to deem them as one lot.



Franklin Gagnon

705-622-0073



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

**By-law No. 2015-000**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 110 Roseneath Avenue - Roll Nos. 54-18-010-008-200.00 and 54-18-010-008-201.00**

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

**And whereas** the property owner has requested that the following properties be merged on title:

1. Parcel 7549SST, Plan M79NB, Lot 110;
2. Parcel 19274SST, Plan M79NB, Lot 111

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 7549 SST, Plan M-79 NB, Lot 110;
  - b) Parcel 19274 SST, Plan M-79 NB, Lot 111
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

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

**Read a first, second and third time and finally passed** this 7<sup>th</sup> day of July, 2015.

---

Deputy Mayor – Mike McArthur

---

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



110 Roseneath Avenue

Franklin Gagnon

## Memo

**To:** Mayor and Council  
**From:** Karen Beauchamp, Director Community Growth and Planning  
**Date:** July 7 2015  
**Subject:** Leis Land Use Agreement – 998063 Highway 11  
**Attachment:** Draft Land Use Agreement

---

Mayor and Council:

The owners of the property at 998063 Highway 11 operate a Masterfeeds business as well as a garden centre on the property. The owners have requested the use of City land that abuts their property for the outdoor storage of landscape materials such as stockpiles of soil, bark and stone.

The Directors of Public Works and Community Growth and Planning have reviewed the request and recommend that the City enter into a land use agreement with the Owner. The land use agreement is proposed to be for a term of 20 years with a 30 day termination clause. The agreement will require the owners to carry \$2 million liability insurance with the City named as an additional insured. The use will be for outdoor storage associated with the business only and no buildings or structures will be permitted.

In determining a fee for use of the property, staff considered that the owners would be deriving a benefit by using the land to support their commercial garden centre business and the fee should at minimum cover the amount of taxes that a similar business would pay for a similar parcel of land.

Staff estimated the 2015 taxes using the approximate assessed value of the property multiplied by commercial vacant land tax rate as follows:

- The entire parcel owned by the City (Roll No. 5418-020-002-143.06) is assessed at \$59,250 for a 2.88 acre parcel. This equates to a value of \$ 20,572/acre.
- The area that the owners wish to use is approximately 27,500 square feet = 0.6 acres.
- 0.6 acres x \$20,572/acre = approximate assessed value of \$12,343.
- The approximate assessed value of \$12,343 x 2015 commercial vacant land tax rate (.02393814) = \$ 295.50.

Staff propose an annual land use fee in the amount of \$500 plus HST per year which takes

into consideration the approximate taxes on the property, potential future assessment and tax rate increases, as well as administrative time to process invoices and payments. The Treasurer is in agreement with this annual fee.

On June 29, 2015, staff provided the Draft Land Use Agreement to the owners for their review. The owners have indicated that they agree with the terms of the Agreement.

The Draft Land Use Agreement is attached for Council's consideration. Staff recommends that Council pass the by-law to enter into the Land Use Agreement at the August 4, 2015 Regular Council meeting.

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



THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2015.

BETWEEN:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(Hereinafter referred to as the “the City”)

and:

**ANDREA NICOLE LEIS AND JASON RICHARD LEIS**  
(Hereinafter referred to as “the Benefactor”)

WHEREAS the City is the owner of real property legally described as:

**Part of Dymond Plan M-275T Block A Parcel 19130 SST**  
**Roll No. 5418-020-002-143.06**

formerly the Township of Dymond, now in the City of Temiskaming Shores, as shown in red hatch marks on Schedule “A.” (hereinafter referred as “the Lands”);

AND WHEREAS the Benefactor wishes to use the Lands to store landscape materials in association with their business located at 998063 Highway 11;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The Benefactor shall have the right to use the Lands for outdoor storage of landscape materials associated with the business for the term of this Agreement which commences August 1, 2015 and ends July 31, 2035 unless the Agreement is terminated early by either party.
2. The Benefactor shall have no right to use the Lands for any other purpose than to store landscape materials associated with the business and shall commit no act on the Lands which would constitute a nuisance to any other person.
3. The Benefactor shall not be entitled to construct structures or buildings on the Lands without the prior written consent of the City.
4. The Benefactor shall ensure that no landscape materials are stored in such a manner and location as to compromise the banks of the ravine and shall ensure that no products or debris enter the ravine.
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein the sum of \$500 plus HST per annum, payable on the 1<sup>st</sup> day of August in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate

purpose, it shall not terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his bulk landscape materials.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the 1<sup>st</sup> day of August in each year, provide proof of liability insurance with the City named as an additional insured in the amount of \$2 million for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may be unreasonably withheld.
11. City of Temiskaming Shores address for service of notices: 325 Farr Drive, P.O. Box 2050 Haileybury, ON P0J 1K0.
12. Andrea Nicole Leis and Jason Richard Leis address for service of notices: A100 Portage Bay Road, R.R. #1, Cobalt, ON P0J1C0.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS ON THE DATE FIRST ABOVE WRITTEN.

THE CORPORATION OF THE  
CITY OF TEMISKAMING SHORES

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Andrea Nicole Leis

\_\_\_\_\_  
Jason Richard Leis



**Subject:** Disposition of Land Policy

**Report No.:** CGP-032-2015

**Agenda Date:** July 7, 2015

---

## **Attachments**

**Appendix 01:** Draft Disposition of Land Policy

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-032-2015; and
2. That Council directs staff to prepare the necessary by-law to adopt a new Disposition of Land Policy for consideration of First and Second Reading at the August 4, 2015 Regular Council meeting and Third and Final Reading at the September 1, 2015 Regular Council meeting.

## **Background:**

On February 23, 2004, Council passed By-law No. 2004-031 being a By-law to Adopt Procedural Policies for the Disposal of Real Property. The By-law was based on the legislated requirements in Section 268 of the Municipal Act, 2001 which set out detailed procedures to be followed by a municipality when disposing of surplus real property.

The Municipal Act was updated in 2006. Section 270(1) of the Municipal Act requires a municipality to adopt and maintain policies with respect to the sale and other disposition of land. Section 270 also requires a municipality to determine when and how notice to the public is to be given for all matters and to determine how it will ensure accountability and transparency of its actions to the public. The detailed procedures relating to declarations of surplus, advertisement, notice and approval have all been eliminated.

During preparation of the Land Disposal By-law, staff consulted the Canada Law Book, "Municipal Lands: Acquisition, Management and Disposition", and reviewed By-laws from other municipalities including Sault Ste. Marie and Thunder Bay. The Draft By-law was also circulated to the City Manager, Directors, Treasurer, Clerk, Planner and Chief Building Official for their review and comment.

## **Analysis:**

The disposal of City land is an opportunity for revenue generation through sale proceeds as well as future tax revenue. There are other reasons that the City may wish to dispose of land which may not be revenue generating such as affordable or assisted housing, redevelopment of a building or property or a new community facility.

The Disposition Land Policy sets out policies for sale methods, determining fair market value, giving public notice, holding a public meeting, determining the sale price and directing proceeds from the sale of City land. The By-law allows for flexibility for land sales while maintaining openness and transparency, as well as accountability to the public.

Staff recommends that Council consider giving first and second reading to the Land Disposal By-law at the August 4, 2015 Regular Council meeting and third and final reading at the September 1, 2015 Regular Council meeting.

### **Alternatives**

No alternatives were considered.

### **Financial / Staffing Implications**

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

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

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

### **Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

“Original signed by”

“Original signed by”

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

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager



# By-law No. 2015-XXX Disposal of City Land

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## Section 1: Title, Scope, Conflicts, Validity

### 1.1 Short Title

This by-law may be cited as the “Land Disposal By-law”.

### 1.2 Scope of By-law

The provisions of this By-law shall apply to all property within the geographic limits of the *City*, except where otherwise provided.

### 1.3 Conflicts

Where provisions of the By-law conflict with a provision of another by-law in force in the *City*, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the municipality, shall prevail to the extent of the conflict.

## 1.4 Validity

It is declared that notwithstanding that any section or sections of this by-law, or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the *Council* to enact, such section or sections or parts thereof shall be deemed to be severable and that all sections or parts of this by-law are separate and independent from the other and enacted as such.

## Section 2: Definitions

**Abutting** shall mean *land* adjoining another parcel having one or more lot lines in common.

**Appraisal** shall mean the property valuation as determined by a current member of the *Appraisal* Institute of Canada with a Canadian Residential Appraiser (CRA) or Accredited Appraiser Canadian Institute (AACI) designation.

**Assessed Value** shall mean the property valuation as determined by the Municipal Property Assessment Corporation (MPAC) and as listed on the current property tax roll.

**City** shall mean The Corporation of the City of Temiskaming Shores.

**Council** shall mean the *Council* for The Corporation of the City of Temiskaming Shores.

**Dispose** shall mean the sale of *land* or the lease of *land* for a period of 30 years or longer.

**Land** shall mean property, lands, and premises or any proprietary interest in land which is owned by the *City* including all easements, *streets* and leasehold interests of the *City*, including but not limited to vacant lots, parks, parking lots, water lots, open space, buildings, and lands laid out as *streets*.

**Proponent** shall mean an individual, organization, or agency that shows an interest in purchasing *land*.

**Public Notice** shall mean providing notice to the public that *Council* is considering disposing of *land*.

**Street** shall include but not be limited to opened or unopened highways, streets, lanes, roads, road allowances, and rights of way.

## Section 3: Disposal Methods

One or more of the following disposal methods may be utilized:



1. Direct sale by the *City*
2. Public Tender or Request for Proposals
3. Public Auction
4. Listing land with a broker and/or real estate firm at a negotiated commission
5. Posting on the proposed land to be sold a “For Sale” sign which will include contact information for inquiries
6. Funding agreements
7. Direct negotiation
8. Direct advertising
9. Property exchange

#### **Section 4: Determining Fair Market Value**

One or more of the following methods may be utilized to determine the fair market value:

1. Obtaining an *appraisal*
2. Using the *assessed value*
3. Comparing recent sales of similar properties based on willing buyer / willing seller
4. Using recent *appraisals* for similar properties
5. Negotiation
6. Public Tender, Request for Proposals, or Auction

#### **Section 5: Exemptions to Fair Market Value**

The following land may be sold without determining fair market value:

1. *Land* 0.3 metres or less in width acquired in connection with an approval or decision under the Planning Act
2. Closed *street* if sold to an owner of land *abutting* the closed *street*
3. *Land* that does not have direct access to a *street* if sold to the owner of land *abutting* that land
4. Easements granted to public utilities or telephone companies
5. *Land* that is sold to a local board or local agency
6. *Land* that is sold to the Crown in the right of Ontario and their agencies or another municipality
7. Cemetery plots

#### **Section 6: Public Notice**

*Public Notice* shall be given at least one week prior to a public meeting and shall be given in one or more of the following ways:

1. Advertising in a local newspaper at least two weeks prior to the public meeting

2. Posting a notice on the *City's* website, Facebook page, twitter or other social media
3. Mailing or e-mailing notices to *abutting* property owners
4. Posting a sign on the property
5. In the case of the *disposal* of parkland, all property owners within 120 metres of the park must be advised by mail of the *City's* intent to *dispose* of the *Land*

The *Public Notice* shall contain the following information:

1. Legal description
2. Municipal address or location of the *Land*
3. Key Map
4. Date, time and location of the public meeting
5. The name and contact information for the staff member that can provide additional information about the property or the *disposal*

The *Public Notice* may also contain other information including but not limited to:

1. *Proponent's* name
2. Existing and proposed use
3. Proposed planning applications
4. Description of the *land* including but not limited to size, zoning, description of buildings, improvements or fixtures
5. The manner by which the *disposal* is proposed to be carried out

## **Section 7: Public Meeting**

A public meeting shall be held for the purpose of providing the public with information about the proposed *disposal* of *land* and to give the public an opportunity to speak in favour of or against the proposed *disposal*.

## **Section 8: Proponent to Pay for all Costs**

It is *Council's* intent that the *proponent* shall pay directly or reimburse the *City* for costs associated with the *disposal* of *land*. Costs may include but are not limited to the following:

1. Fair market value
2. Appraisal costs
3. Survey costs
4. Legal costs such as a title search; costs to register or de-register easements, notices and agreements; land transfer costs; name changes; registration of deeming by-laws and *street* closure by-laws; taxes; disbursements. Legal costs include the *Proponent's* legal costs and the *City's*.
5. Advertising Costs
6. Land Titles Costs
7. Real Estate Commissions
8. Costs incurred by the *City* to make the *land* marketable such as planning application fees, records of site condition, and studies prepared by qualified consultants

9. Staff time

### **Section 9: Exceptions**

Where appropriate, *Council* may choose to *dispose of land* at less than fair market value and may choose to waive the requirement to be reimbursed for the items listed above if it is in the best interest of the *City* including but not limited to *land* for charitable or altruistic reasons such as affordable housing, intensification, re-development, economic development, and job creation.

In order to encourage re-development of existing *land* and buildings, *Council* may enter into an agreement with a *proponent* in order to waive fees associated with development if it is in the best interest of the *City*. Fees associated with development may include but are not limited to in-kind costs such as fees for landfill tipping, building permits, entrance permits, and planning applications.

*Council* may exchange *land* and buildings with a *proponent* if it is in the best interest of the *City*. Some reasons that *land* or buildings may be exchanged are to obtain a parcel of *land* that is more usable, or to implement a policy document such as a Community Plan or Master Plan.

### **Section 10: Proceeds from the Disposal of Land**

*Council* shall direct proceeds from the *disposal of land* to the following two reserves:

1. Proceeds from the *disposal of parkland* shall be directed to the Cash-in-lieu of Parkland Reserve Fund to be used for park and other public recreation purposes.
2. Proceeds from the *disposal of other land* shall be directed to the Community Development Reserve.

### **Section 11: Exemption for Disposal of Industrial and Commercial Land**

For *land* that is zoned Industrial or commercial, the *City* is not required to give *public notice* or hold a public meeting prior to passing a By-law to *dispose of the land*.

# Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director – Public Works  
**Date:** July 7, 2015  
**Subject:** Crossing Guard Location – View Street at Rorke Avenue – Haileybury  
**Attachments:** **Appendix 01** – Letter from Haileybury Public School

---

Mayor and Council:

On April 7, 2015 Council approved the elimination of two (2) Crossing Guard positions resulting in the reduction of a school crossing location on Rorke Avenue in Haileybury starting in September.

During the discussions staff had recommended that the existing crossings at Haileybury Public and Ecole Ste-Croix be moved approximately one block towards each other in hopes of reducing the impact on the students using the crossings at both schools.

Corporate Services advised the two schools of the proposed change on May 28, 2015 and shortly thereafter, Ms. Claire Mackey, Principal of Ecole Ste-Croix contacted staff regarding her concerns for student safety. Ms. Mackey has indicated that approximately 37% of the students attending her school utilize the crossing at View Street daily due to the fact that the school is located on the West side of Rorke Avenue with the majority of the residential area being on the East side.

Ms. Mackey discussed the proposed changes with the Principal at Haileybury Public School and has received a letter of support (Appendix 01) from Ms. Walker regarding the location of the single crossing to be used starting in September 2015.

The matter was discussed at the Public Works Committee on June 18, 2015. The Committee has recommended that crossing at Haileybury Public School be removed and the existing crossing at Ecole Ste-Croix remain in place.

Based on the information received and the support from Haileybury Public School the Public Works Department is prepared (with Council approval) to proceed with the removal of the existing school crossing at Haileybury Public School and repaint the school crossing at View Street (Ste-Croix) for September, 2015.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

---

G. Douglas Walsh  
Director of Public Works

---

Christopher W. Oslund  
City Manager



*P. Walker B.A., B.Ed., M.Ed.*  
**PRINCIPAL**

## **HAILEYBURY PUBLIC SCHOOL**

**333 Rorke Ave  
P.O. Box 640  
Haileybury, Ontario  
P0J 1K0**



**Telephone: (705) 647-0227  
Fax: (705) 647-0228**

June 11, 2015

Dear Mrs. Zubyc,

Thank you for your letter, dated May 28, 2015, which outlines the changes to the crossing guard location.

In discussions with Claire Mackey, Principal at Ste-Croix, it has become evident that she has a greater need to have the crossing guard location closer to her school. This is due to the fact her school is located on the opposite side of the street, in comparison to the bulk of residential properties.

Therefore, I am in support of the crossing guard being located at the intersection of Rorke St. and View St.

If you have any questions, please don't hesitate to contact me at Haileybury Public School, 705-647-0227.

Sincerely,

A handwritten signature in black ink, appearing to read "PW".

Paula Walker



**Subject:** Change Order – Shoreline Stabilization  
– Waterfront Upgrades

**Report No.:** PW-034-2015  
**Agenda Date:** July 7, 2015

### **Attachments**

**Appendix 01** – Change Order – EXP.

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-034-2015; and
2. That Council approves the Contract Change Order with Exp Services for Engineering Services of the Shoreline Stabilization as part of the Waterfront Upgrades in the amount of **\$27,460.00** plus applicable taxes.

### **Background**

On September 4, 2014, staff issued a Purchase Order (PO) to Exp Services for the award of PW-RFP-007-2014 in the amount of \$11,590.00. The RFP was for engineering services for the shoreline stabilization of the waterfront in various locations. The majority of the work required under the original PO was completed between September 2014 and January 2015.

### **Analysis**

In early January, 2015 staff met with Exp Services to review the various options proposed for the stabilization of the shoreline. In order to proceed, additional work in the form of a geotechnical investigation was required and Phase 2 of the project, being the final design, could be completed. Due to the nature of the additional work, a Change Order (CO) was required. The Change Order included the geotechnical investigation for sheet pile parameters, final design of the works, preparation of construction documents and Tender Package; assisting and supporting the City during tender review process and providing contract administration.

In order to keep the project on schedule, the City Manager approved the Change Order.

**Appendix 01** outlines the detailed change order from Exp Services for the completion of the necessary Change Order.

### **Financial / Staffing Implications**

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

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

The original contract price for the project was \$11,590.

This change order will increase the overall contract value by an additional \$27,460 for a total of \$39,050.

A total of \$100,000 was included in the Waterfront Upgrades Project for engineering services. The additional \$27,460 for the change order does not increase the overall budget.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Mitch Lafreniere  
Manager – Physical Assets

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

## **Contract Change Order**

---

<b>Project Title:</b> Shoreline Stabilization	<b>Change Order No.:</b>	001
<b>Contractor/Consultant:</b> EXP Services	<b>Contract Value:</b>	\$ 11,590.00
<b>Project No.:</b> NWL-01401025	<b>CO Value:</b>	\$ 27,460.00
<b>Date:</b> July 7, 2015	<b>Current Contract Value:</b>	\$39,050.00

---

### **Project Description**

The City entered into an agreement with Exp Services Inc. through PO 2015-0025 for engineering services relating to the linking of the stabilization of our waterfront.

### **Description of Contract Change Order**

The additional engineering for waterfront includes preparation of contract documents, providing contract administration during construction phase and a geotechnical investigation for parameters of the project.

### **Attachments**

Letter from EXP dated January 21, 2015 outlined further details to the Change Order work.

Respectfully received by:

Reviewed and recommended for  
approval by:

---

Mitch Lafreniere  
Manager of Physical Assets

---

G. Douglas Walsh, CET  
Director of Public Works

**Approval of Council through Resolution No.:** 2015 - \_\_\_\_\_





## CONTRACT CHANGE ORDER (CCO)

Consultant:	Exp. 9 Wellington Street P.O. Box 1208 New Liskeard, Ont. P0J 1P0	Date	January 21, 2015
		Exp. Project #	NWL-01401025
		Change Order #	001
Client:	City of Temiskaming Shores 325 Farr Dr. Box 2050, Haileybury, Ont., P0J 1K0 Ph:705-672-3363 mlafreniere@temiskamingshores.ca	Client Ref.#	2014-0071

Project Name and Location **Temiskaming Shores Waterfront Upgrades**

In accordance with the original [Client Agreement] dated September 2014 and Change orders thereto, the Agreement changes as detailed below are hereby authorized.

### Description of Work and/or Scope

This Contract Change Order (CCO) is issued by exp. to The Corporation of The City of Temiskaming Shores (hereinafter referred to as Owner).

### Scope of Work

Phase 2:

- Preparation of construction contract documents and Tender package;
- Assisting/supporting Municipality during the tender call and review process.
- Providing contract administration of the project during the construction phase.

Additional Work:

- New Liskeard Marina Pile Repairs
- Geotechnical Investigation for sheet pile parameters

### Assumptions

The provision of the above assuming;

1. Construction period of 4 weeks.

### Exclusions

The project excludes the following.

1. Design changes required due to unforeseen, site specific conditions
2. Circumstances outside any or all of the assumptions.



Total Value This Change Order 001	\$	27,460.00
Original Agreement Amount		11,590.00
<b>Total Agreement Amount</b>	<b>\$</b>	<b><u>39,050.00</u></b>

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

**Exp Services**

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

Per: \_\_\_\_\_  
Name: Daren R. Ridley, C.E.T.  
Title: Project Manager,  
Infrastructure  
Date Signed: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: Mitch Lafreniere  
Title: Manager of Physical Assets  
Date Signed: \_\_\_\_\_

**Exp Services**

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

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Attachments:  
- PCN1



**Subject:** Supply and Delivery of LED Street Lights

**Report No.:** PW-040-2015

**Agenda Date:** July 7, 2015

**Attachments**

**Appendix 01:** RFP Results

**Appendix 02:** Proposal from LED Roadway Lighting

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-040-2015;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the supply and delivery of LED Street Lights to LED Roadway Lighting in the amount of \$388,886.25 plus HST and shipping costs; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

**Background**

Over the last few years, staff has been investigating ways of reducing our energy costs including the retrofit of our street lights to LED. Council considered and approved the replacement of street lights as part of the 2015 budget process.

Request for Proposal PW-RFP-004-2015 was distributed to known suppliers and advertised in the City's Bulletin and on the web site.

**Analysis**

Three (3) responses to the Request for Proposal request were received by the closing date.

<b>Bidder</b>	<b>Tender Amount</b>	<b>HST</b>	<b>Total</b>
Gullivan	\$336,065.64	\$43,688.53	\$379,754.17
Nedco	\$297,244.57	\$38,641.79	\$335,886.36
LED Roadway Lighting	\$490,344.06	\$63,744.73	\$554,088.79

The City issued a joint procurement RFP with Cobalt, Coleman and Latchford. Coleman was unable to supply their quantities in time for the RFP, however, all three suppliers indicated they would honour their price per luminaire once Coleman obtained their

quantities. In the chart above, the City's cost is \$388,886.25 plus taxes. Cobalt's is \$68,571.28 plus taxes and Latchford's is \$32,886.53 plus taxes. The Township of Coleman has subsequently provided their quantities and their cost would be \$33,797.79

Staff reviewed all three proposals. Gullivan's submission was found to be incomplete. Although Nedco's submission is significantly lower in price, the City would be required to modify/replace the existing arms on our poles as they are oversized according to our current inventory. The cost to purchase the arms, not including installation, would be an additional \$114,600 (955 X \$120). Additionally, Nedco only provided a 10 year warranty on their luminaires compared to the 20 year warranty offered by LED Roadway Lighting. LED Roadway Lighting had additional features for the replacement of bulbs and ballasts and was considered the best option by the review panel.

Staff's recommendation was reviewed by the Public Works Committee on June 18, 2015 and the Clerk/Treasurers from Cobalt, Coleman and Latchford on June 25, 2015.

Latchford has already passed a motion to proceed with the joint procurement from LED Roadway Lighting based on the recommendation. Cobalt and Coleman Councils will be meeting in the near future.

### **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

Council approved \$810,000 in the 2015 Capital Budget.

A breakdown of the known project costs are as follows:

Luminaires	\$395,730	(inclusive of non-refundable HST)
<u>Installation</u>	<u>\$238,750</u>	(estimate based on \$250 X 955 poles)
Total	\$634,480	

Shipping costs are estimated at an additional \$6,000. These costs will be shared between the partnering municipalities.

Staff is in the process of preparing the RFP for the installation of the luminaires. Additional costs may include the replacement of some arms and poles. These costs will not be known until the installation has been initiated.

The City is also eligible to receive a rebate from the Save on Energy Program. The amount of the rebate will not be known until after the completion of the project. Staff estimates that a savings of approximately \$70,000 in annual energy and maintenance costs will be realized as a result of the retrofit.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

---

Mitch Lafreniere  
Manager of Physical  
Assets

---

G. Douglas Walsh, CET  
Director of Public Works

---

Christopher W. Oslund  
City Manager

Document Title: PW-RFP-004-2015

Opening Date: June 4, 2015

Opening Time: 2:00 pm

Description: LED Street Lighting Replacement Program

Inquiry Contact: Mitch Lafreniere, Manager of Physical Assets

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: GUILLEVIN INTERNATIONAL

Bidder: LED ROADWAY LIGHTING

City of T. Shores:	
HST:	
Total:	
Town of Cobalt:	
HST:	
Total:	
<i>Sub Total</i> Township of Coleman:	
HST:	
Total:	336,065.64

City of T. Shores:	
HST:	
Total:	
Town of Cobalt:	
HST:	
Total:	
Township of Coleman:	
HST:	
Total:	467,687.40

Non Collusion  Conflict of Interest

Non Collusion  Conflict of Interest

Bidder: NEDCO

Bidder:

City of T. Shores:	
HST:	
Total:	
Town of Cobalt:	
HST:	
Total:	
Township of Coleman:	
HST:	
Total:	335,886.36

City of T. Shores:	
HST:	
Total:	
Town of Cobalt:	
HST:	
Total:	
Township of Coleman:	
HST:	
Total:	

Non Collusion  Conflict of Interest

Non Collusion  Conflict of Interest

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name

Representing

Signature

Logan Bilanger  
 Chris Ostlund  
 Mitch Lafreniere  
 Doug Wilson  
 Dave Topp

Temiskaming Shores  
 Tem shores  
 Temares  
 Tem. Shores  
 " "  
 City

*[Handwritten Signature]*  
 Page \_\_\_ of \_\_\_



**COPY**

LED Roadway Lighting Ltd.  
Tel: 1-877-533-5755  
Fax: 1-888-533-5755  
www.ledroadwaylighting.com

Headquarters:  
115 Chain Lake Drive, Halifax NS, Canada B3S 1B3

Manufacturing:  
21 Tantramar Crescent, Amherst NS, Canada B4H 4S8

To: Temiskaming Shores, City of

Quotation# QUO-05082-2015-06-01-SF  
01/06/2015

Attn: Mitch Lafreniere

REF: NXT LED fixtures for Temiskaming Shores PW-RFP-004-2015

In accordance with our Standard Terms and Conditions of Sale and the notes below, I am pleased to provide a quotation for our NXT Series LED fixtures, as per your request.

Qty	Part Number	Description	Unit Price	Extended Pricing
36	NXT-24S-0-7-2ES-3-GY-1- UL-X-2H 70W HPS Replacement	NXT 24 LEDs, 350mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$319.31	\$11,495.16
453	NXT-24S-0-7-2ES-6-GY-1- UL-X-2H 100W HPS Replacement	NXT 24 LEDs, 600mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$319.31	\$144,647.43
249	NXT-36S-0-7-2ES-5-GY-1- UL-X-2H 150W HPS Replacement	NXT 36 LEDs, 525mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$334.90	\$83,390.10
153	NXT-48M-0-7-2ES-7-GY-1- UL-X-2H 200W HPS Replacement	NXT 48 LEDs, 700mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$453.22	\$69,342.66
134	NXT-60M-0-7-2ES-6-GY-1- UL-X-2H 250W HPS Replacement	NXT 60 LEDs, 600mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$468.16	\$62,733.44
153	NXT-48M-0-7-2ES-7-GY-1- UL-X-2H 250W MV Replacement	NXT 48 LEDs, 700mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$453.22	\$69,342.66
31	NXT-60M-0-7-2ES-7-GY-1- UL-X-2H 400W MV Replacement	NXT 60 LEDs, 700mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$468.16	\$14,512.96
1209	LRL65843-LF	Shorting Cap 120-480Vac	\$5.11	\$6,177.99
1	Shipping	Shipping (1209 Units)	\$6,045.00	\$6,045.00
			<b>TOTAL</b>	<b>\$467,687.40</b>

**Options:**

1209	LRL65223-LF	LRL 20 year design life photocell	\$28.85	\$34,879.65
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**NOTES:**

Pricing based on receiving total qty. quoted and non-cancelable PO

Deviation from total qty. and blanket PO will impact pricing

All prices are net and do not include taxes, duties, or any other surcharges (if applicable)

All prices are in **CDN** dollars

Delivery start date is approximately 6-8 weeks from date of receipt of purchase order and signed shop drawing

FOB: Destination (Temiskaming Shores ON)

**Contact :**

Sébastien Fournier, CET

(902) 450-2222 ext 447

[sfournier@ledroadwaylighting.com](mailto:sfournier@ledroadwaylighting.com)



Wattage		Quantity	Bid Price	Subtotal	Discounted Bid Price	Subtotal
70	W HPS	5	329.42	1,647.10	319.31	1,596.55
100	W HPS	451	329.42	148,568.42	319.31	144,008.81
150	W HPS	100	345.01	34,501.00	334.90	33,490.00
200	W HPS	152	463.33	70,426.16	453.22	68,889.44
250	W HPS	63	478.27	30,131.01	468.16	29,494.08
250	W MV	153	463.33	70,889.49	453.22	69,342.66
400	W MV	31	478.27	14,826.37	468.16	14,512.96
<b>Total</b>		<b>955</b>		<b>370,989.55</b>		<b>361,334.50</b>
Photocell					28.85	27,551.75
<b>Total</b>						<b>388,886.25</b>

Difference 9,655.05

## Town of Cobalt

Wattage		Quantity	Bid Price	Subtotal	Discounted Bid Price	Subtotal
100	W HPS	1	329.42	329.42	319.31	319.31
150	W HPS	137	345.01	47,266.37	334.90	45,881.30
250	W HPS	37	478.27	17,695.99	468.16	17,321.92
<b>Total</b>		<b>175</b>		<b>65,291.78</b>		<b>63,522.53</b>
Photocell					28.85	5,048.75
<b>Total</b>						<b>68,571.28</b>

Difference 1,769.25

## Town of Latchford

Wattage		Quantity	Bid Price	Subtotal	Discounted Bid Price	Subtotal
70	W HPS	31	329.42	10,212.02	319.31	9,898.61
100	W HPS	1	329.42	329.42	319.31	319.31
150	W HPS	12	345.01	4,140.12	334.90	4,018.80
200	W HPS	1	463.33	463.33	453.22	453.22
250	W HPS	34	478.27	16,261.18	468.16	15,917.44
<b>Total</b>		<b>79</b>		<b>31,406.07</b>		<b>30,607.38</b>
Photocell					28.85	2,279.15
<b>Total</b>						<b>32,886.53</b>

Difference 798.69

## Township of Coleman

Wattage		Quantity	Bid Price	Subtotal	Discounted Bid Price	Subtotal
100	W HPS	3	329.42	988.26	319.31	957.93
150	W HPS	70	345.01	24,150.70	334.90	23,443.00
200	W HPS	11	463.33	5,096.63	453.22	4,985.42
250	W HPS	4	478.27	1,913.08	468.16	1,872.64
<b>Total</b>		<b>88</b>		<b>32,148.67</b>		<b>31,258.99</b>
Photocell					28.85	2,538.80
<b>Total</b>						<b>33,797.79</b>

Difference 889.68

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**Subject:** Emergency Water Linking Project -  
Contract Administration

**Report No.:** PW-041-2015  
**Agenda Date:** July 7, 2015

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### **Attachments**

- Appendix 01:** By-Law No. 2014-080  
**Appendix 02:** Exp Services Inc. Estimate of Fees  
**Appendix 03:** Draft Consultants Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-041-2015;
2. That Council agrees to enter into an agreement with Exp Services Inc. for Contract Administration and Project Management through the construction of Phase One of the Emergency Water Distribution System Linking Project in the amount of \$100,000 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law for consideration at the July 7, 2015 Regular Council meeting.

### **Background**

In 2014 Council allocated funds within the Capital Budget for the detailed design of the linking of the New Liskeard and Dymond Water Distribution Systems to address concerns regarding the raw water quality at the Dymond Water Supply.

Based on past experience, knowledge and resources of both distribution systems, staff recommended that the City enter into an Agreement with Exp Services Inc. for the preliminary study, detailed design and tender preparation.

Throughout the assignment, Exp Services worked closely with City staff and the Ontario Clean Water Agency to review the design and provide feedback on the progress of the project. Various changes in the scope of work were required to address the needs at all of the facilities and to include those upgrades in the final tender package.

Through the funding assistance provided by the Ontario Community Infrastructure Fund (OCIF), the City was able to award the contract to Pedersen Construction (2013) Inc. on June 16, 2015.

## Analysis

Typically, the consultant assignments for detailed design and construction phases of a project are considered separately due to the potential time lapse that could occur as a result of funding or the priority of the project.

For logistical and continuity purposes, in the past, the City has opted to negotiate for this assignment with the Consultant that was chosen to complete the design work. Depending on the magnitude of the project, administration costs have ranged from eight to twelve percent of estimated the construction costs. The estimate obtained from Exp Services Inc. for the provision of Contract Administration and Construction Supervision Services over the anticipated construction period (one phase – two fiscal years) will be \$100,00 plus applicable taxes, or approximately 5% of the estimated construction cost.

Exp Services Inc. has experienced field staff to complete the assignment and have proven this throughout Northern Ontario on countless projects over a number of decades.

## 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

Contract Administration and Construction Supervision costs were included in the approved application to the Ontario Community Infrastructure Fund. Therefore the costs are deemed eligible expenses under the funding provided by OCIF.

The Water Distribution System Linking Project is a multi-year project spanning three (3) Budget years (2014 - 2016). Staff originally estimated a total project cost of \$2,171,300 (\$100,000 for Engineering Costs not eligible under the funding program and \$2,071,300 of eligible Construction and Engineering costs under OCIF). The following is a breakdown of the costs to date (inclusive of HST) based on the Tender/RFP submissions:

Engineering & Design	\$ 181,230
Construction	\$ 2,023,864
<u>Contract Administration</u>	<u>\$ 101,760</u>
<b>TOTAL</b>	<b>\$ 2,306,854</b>

The Project currently exceeds the estimated costs and Budget Allocation by **\$135,554**

A contingency allowance of \$100,000 is included in the contract with Pedersen Construction which may result in a reduction of the project costs should the full amount of the contingency not be required.

Council was recently advised that its application to the Canada-Ontario Small Communities Fund for the Gray Road Sanitary Lift Station was unsuccessful. Some aspects of that project are necessary to complete the Water Distribution Linking Project. Staff will be preparing a report for Council's consideration in the near future with recommendations for Capital Budget reallocations.

### **Submission**

Prepared by:

*"Original signed by"*

---

G. Douglas Walsh, CET  
Director of Public Works

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

---

Christopher W. Oslund  
City Manager

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

**By-law No. 2014-080**

**Being a by-law to enter into an Agreement with  
EXP Services Inc. to provide engineering services for linking  
the New Liskeard Water System with the Dymond Water System  
as well as Municipal Road design between Wilson Avenue and Hwy 65E**

**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 acknowledged receipt of Administrative Report No. PW-014-2014 at the May 5, 2014 Regular Council Meeting and carried Resolution No. 2014-236 agreeing to engage the services of Exp Services Inc. to complete the detailed engineering design for Dymond and New Liskeard Water Linking and detailed engineering for the construction of Municipal Road linking Wilson Avenue with Highway 65 E.;

**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 Exp Services Inc. at a total upset limit of \$91,665.00 plus applicable taxes, 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedules as may be deemed necessary after the passage of this by-law, 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 20<sup>th</sup> day of May, 2014.**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk



Schedule "A" to  
**By-law No. 2014-080**

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

and

**EXP Services Inc.**

for engineering services for detailed design for linking Dymond water system with New Liskeard water system and detailed design of Municipal Road between Wilson Avenue and Highway 65E.

## CONSULTANT AGREEMENT

**THIS AGREEMENT** ("Agreement"), effective the **day of May, 2014**, is made between the Corporation of the City of Temiskaming Shores, incorporated pursuant to the laws of Ontario with an office in Haileybury, Ontario ("Owner") and **exp** Services Inc, incorporated pursuant to the laws of Canada with an office in New Liskeard, Ontario ("exp").

**WHEREAS** Owner issued a request to **exp** Services Inc to provide engineering services for a study and design pertaining to the linking of the New Liskeard and Dymond water systems, and the design of a new road linking Hwy 65 to Wilson Road ("Project").

**WHEREAS** Owner wishes to retain the Consultant to provide certain consulting services described herein and the Consultant wishes to provide the services to the Owner, on the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

### 1. SERVICES

The Owner retains the Consultant to provide the services set out in Schedule A ("Services") in accordance with the terms of this Agreement.

### 2. REMUNERATION

In consideration of the provision of the Services by the Consultant, the Owner agrees to pay the Consultant the amount set forth in Schedule B ("Fees").

The Owner may from time to time request changes in the scope of the Services. Where in the opinion of the Consultant or the Owner, such changes will involve any increase or decrease in the Fees, such increase or decrease shall be mutually agreed upon in writing between the Owner and the Consultant prior to the Consultant undertaking any such work.

The Consultant shall submit progress invoices on a monthly basis. The Owner shall notify the Consultant within seven (7) days receipt of the invoice if it disputes any portion of the invoice. The Owner shall pay the undisputed portion of each invoice submitted to it within thirty (30) days of receipt. If the invoice is not paid within thirty (30) days, interest shall accrue on any overdue amounts at a rate of 1% per month, (12%) per year.

### 3. RELATIONSHIP OF THE PARTIES

In providing the Services, the Consultant shall act as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Consultant nor any of its directors, officers, employees or agents shall be construed as agents or employees of the Owner.

### 4. PERMITS, UTILITIES AND ACCESS

The Owner shall apply for and obtain all required permits and licenses required for the Project unless provided otherwise in the Consultant's proposal.

The Owner shall provide the Consultant with the available location of all underground utilities and structures in the vicinity of the work area. The Consultant and Owner shall use their best efforts and due

diligence to allow the Services to be completed which includes, but not limited to, providing access to the work site and conducting work underground.

#### **5. STANDARD OF CARE**

The Consultant shall perform the Services with a level of skill and care consistent with the procedures, protocols and practices generally accepted in the Consultant's profession for use by practitioners in similar engagements. The Consultant will use commercially reasonable efforts to provide the Services in accordance with all relevant local, provincial and federal laws, regulations, codes, guidelines and standards that are applicable at the time the Consultant provides the Services, and shall not be liable to the Owner for failure to do so unless such noncompliance is due to the negligence or willful misconduct of the Consultant.

Employees or other persons retained by the Consultant to perform the Services will have the necessary skills, training and qualifications to provide the Services in accordance with the provisions of this Agreement.

The Consultant has the power and authority to enter into and carry out all of its obligations under this Agreement.

#### **6. OWNERSHIP AND INTELLECTUAL PROPERTY**

All information, material and Intellectual Property Rights, as defined herein, acquired, developed or prepared by the Consultant pursuant to this Agreement shall be the sole and exclusive property of the Owner upon full payment of the Services performed. The Owner releases the Consultant from liability and agrees to defend, indemnify, protect and hold harmless the Consultant from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. "Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the rights, trade secrets, rights in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

#### **7. CONFIDENTIALITY**

The Consultant shall use reasonable efforts to maintain confidential and secure, all material, information and documentation provided to the Consultant, whether obtained directly or indirectly from the Owner, or belonging to the Owner and in the possession or under the control of the Consultant pursuant to this Agreement. Such confidentiality obligation shall not apply if such material, information or documentation is within the public domain, previously known to the Consultant, obtained from third parties without violating any confidential agreement or required to be produced by the Consultant pursuant to any law or court order. In the event that any material, information or documentation is required by the Consultant as stated above, the Consultant shall promptly give notice to the Owner.

#### **8. REPORTS**

The Owner agrees that any use of or reliance upon any report prepared by the Consultant or its subconsultants (collectively "Report") by a third party are the responsibility of the third party. The Consultant accepts no responsibility for any damages that may be suffered by the third party as a result of decisions made or action taken based upon the Report.

The Owner agrees that the Report is prepared for the account and benefit of the Owner and that the material in the Report will reflect the Consultant's best judgment in light of the information made available to it by the Owner at the time of the preparation of the Report.

The Consultant shall not be liable for the consequences of any amendments, revisions, modifications or alterations made by the Owner to the Report without the consent of the Consultant.



**9. INDEMNIFICATION**

The Owner agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Project, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Consultant or those for whom it is responsible at law.

The Consultant agrees to indemnify and hold harmless the Owner, its officers, directors, employees and agents against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Owner or those for whom it is responsible at law.

The Consultant shall have no liability for the activities of any contractor, subcontractor, supplier or their respective employees or agents on the Project unless retained by the Consultant.

In no event will either party be liable to the other for such other party's loss of profit and lost revenues or for any special, indirect, incidental or consequential damages arising out of this agreement.

**10. LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both the Owner and Consultant, the parties agree, to the fullest extent permitted by law, to limit the aggregate liability of Consultant, its parent, affiliates and subcontractors, and their respective directors, officers, employees and agents, to \$50,000 or the remuneration for the Services, whichever is greater. This limitation of liability shall apply to all suits, claims, actions, losses, costs and damages of any nature, including but not limited to legal fees and expenses, arising from or related to this Agreement without regard to the legal theory under which such liability is imposed.

**11. ENVIRONMENTAL CONDITIONS**

The Owner shall be responsible for the environmental condition of the Project. The Owner shall be responsible for and promptly pay for the removal and lawful disposal of contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the Project shall result in the issuance of a change order to the extent that the Services are impacted.

**12. FORCE MAJEURE**

Notwithstanding any other provision in this Agreement, failure or delay in performance by either party of any term of this Agreement shall be excused to the extent caused by an event beyond such party's reasonable control, provided the party: (i) notifies the other in writing as soon as reasonably possible; (ii) provides reasonable detail of the commencement and nature of such a cause; and (iii) uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

**13. INSURANCE**

The Consultant shall maintain the following insurance policies for the duration of the Agreement:

**Professional Liability Insurance** - for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of \$1,000,000 per claim and in the aggregate;

**Commercial General Liability Insurance** – in the amount of \$1,000,000 per occurrence and in the aggregate.

The Owner shall be named as an additional insured on the Commercial General Liability Insurance policy as its interest may appear.

**14. DISPUTES**

Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: (i) by negotiation between the technical and contractual personnel for each party; (ii) by negotiation between executive management of each party; (iii) by mediation; (iv) by arbitration if both parties agree; and (v) through the courts in the jurisdiction where the Project is located.

**15. TERMINATION**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by the Owner and the Consultant, termination shall be effective immediately on notice being received if termination is made by one party where the other party is in material breach of its obligations in this Agreement and otherwise thirty (30) days from receipt of the notice. The Owner shall compensate the Consultant for work properly performed (including demobilization) and reasonable expenditures incurred in connection with this Agreement up to and including the date of any such termination.

**16. NOTICES**

Any notice or other communication required to be given under the Agreement shall be in writing and delivered by courier, fax, email or registered mail, addressed as follows:

If to Owner:

**The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario. P0J 1K0  
Mr. Doug Walsh, CET, Director of Public Works**

If to Consultant:

**Exp Services Inc..  
P. O. Box 1208, 9 Wellington Street  
New Liskeard, Ontario. P0J 1P0  
Attention: Mr. H. James Hawken, P. Eng.**

If delivered by courier, fax or email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day). If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this section.

A party to this Agreement may change its address for the purpose of this Section by giving the other party

notice of such change of address in the manner provided in this Section.

17. **MISCELLANEOUS**

Neither party shall assign its interest in this Agreement without the written consent of the other.

No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

This Agreement includes the attached Schedules A and B embodies the entire agreement with regard to the Services. This Agreement supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both parties.

The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

All representations, warranties and covenants of the Consultant and the Owner including any indemnity, shall survive indefinitely the termination of this Agreement.

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.


This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project is located.

IN WITNESS WHEREOF the parties have executed this Agreement.

**CORPORATION OF THE CITY OF TEMISKAMING SHORES**

By: 

Title: CARMAN KIDD, MAYOR

  
\_\_\_\_\_  
DAVID B. TREON, CLERK

I have authority to bind the corporation

exp **SERVICES INC.**

By: 

Title: Infrastructure Manager

I have authority to bind the corporation

**SCHEDULE A**

The scope of work to be provided by exp Services is as follows:

**1. Detailed Engineering Design for Dymond and New Liskeard Water Linking:**

- Conduct Hydraulic Analysis and prepare Report
- Prepare Option Development/Review Report
- Class Environmental Assessment
- Detailed Engineering Design Drawings
- Detailed Engineering Design
- Quality Control
- Project Management

**2. Detailed Engineering Design for the Construction of Municipal Road Linking Wilson Avenue with Highway 65E:**

- Hydrology Study
- Class Environmental Assessment (MTO)
- Utility Co-Ordination Meeting and Relocation Plans
- Preliminary Highway Design
- Update Traffic Impact Study
- Field Surveys for Traffic Impact Study Update
- Electrical Design (MRC)
- Detailed Highway Design

All in accordance with exp's proposal submission entitled "Proposal for the Dymond and New Liskeard Water Distribution System Linking and Construction of Municipal Road Linking Wilson Avenue with Highway 65E", dated April 14<sup>th</sup>, 2014.

**SCHEDULE B**

**The work is to be completed on a Time and Materials Basis with an upset limit of \$91,665.00, excluding HST, as per attached Cost Estimate.**

COST ESTIMATE AND TIME ALLOTMENT MATRIX: The City of Temiskaming Shores



Project: Dymond/New Liskeard Water Linking and Construction of Municipal Road Linking Wilson Avenue with Hwy 65E  
 Scope of Work: Detailed Design, Tender Call  
 Client: The City of Temiskaming Shores  
 Date: April 14, 2014

APPENDIX 1

DESCRIPTION of TASKS	Project Manager P.Eng. \$170		Junior Engineer P.Eng. \$105		Eng. in Training EIT \$75		Sr. Eng. Technol. \$80		Eng. Technol. CET \$70		Sr. Design Draft. CAD \$60		Surveyor CAD \$80		Clerical Support \$50		Disbursements		TOTAL PROJECT COSTS		
	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Labour Estimate	Labour + Disb.	
<b>Dymond and New Liskeard Water Linking</b>																					
<b>1. Study</b>																					
Conduct Hydraulic Analysis and Prepare Report																					
Prepare Option Development/Review Report	1		80		24				80		24										
<b>2. Class EA</b>																					
1) Class Environmental Assessment																					
<b>3. Design</b>																					
Topographic Surveying of the Proposed Connecting Watermains																					
Detailed Engineering Design Drawings													40								
Detailed Engineering Design	4		30						48		120										
Quality Control																					
Specifications and Tender Preparation																					
<b>4. Project Management</b>																					
Project Management	1		148		30																
<b>SUBTOTAL</b>																					
																	\$ 7,500.00	\$ 2,420	\$ 41,010	\$ 48,510	

<b>Construction of Municipal Road Linking Wilson Ave with Hwy 65E</b>																					
<b>1. Field Engineering</b>																					
Topographic Survey, Data Download and Base Plan Preparation																					
Hydrology Study	1		5		1																
<b>2. Class EA</b>																					
Class Environmental Assessment																					
<b>3. Utilities</b>																					
Utility Co-ordination Meeting and Relocation Plans																					
<b>4. Preliminary Design</b>																					
Preliminary Highway Design																					
Update Traffic Impact Study	1		2		3																
Field Surveys for Traffic Impact Study Update																					
<b>5. Design</b>																					
Electrical Design (MRC)																					
Detailed Highway Design	1		15		18																
Design Review Meetings (2)	1		2		1																
Specifications and Tender Preparation and Support	1		2		15																
<b>SUBTOTAL</b>																					
																	\$ 21,725.00	\$ 2,430	\$ 103,581.45	\$ 127,736.45	

COMBINED PROJECT TOTAL EXCL. HST	\$ 91,665.00
HST	\$ 11,916.45

COMBINED PROJECT TOTAL INCLUDING HST	\$ 103,581.45
--------------------------------------	---------------



June 16, 2015

Doug Walsh, Director of Public Works,  
The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario.  
P0J 1K0

Dear Sir:

**RE: City of Temiskaming Shores Temiskaming Shores  
Emergency Water Distribution System Linking, Phase 1  
Exp Project No.: NWL-01401014**

---

As requested by the City of Temiskaming Shores, **exp** Services Inc. would be pleased to provide Contract Administration and Construction Supervision Services for the Emergency Water Distribution System Linking, Phase 1 for the lump sum price of \$100,000.00 plus HST. The breakdown of services included in this price are as follows:

- Junior inspector 1500 hours @ \$50/hr
- Project Management 100 hours @ \$100/hr
- Vehicle Expenses @ \$35/day

We trust this quote is satisfactory. Should you have any questions, please feel free to contact me.

Yours truly,

**exp** Services Inc.

A handwritten signature in blue ink, appearing to read 'Nolan Dombroski'.

Nolan Dombroski  
Manager, Infrastructure

## CONSULTANT AGREEMENT

**THIS AGREEMENT** ("Agreement"), effective the **day of June, 2015**, is made between the Corporation of the City of Temiskaming Shores, incorporated pursuant to the laws of Ontario with an office in Haileybury, Ontario ("Owner") and **exp Services Inc**, incorporated pursuant to the laws of Canada with an office in New Liskeard, Ontario ("exp").

**WHEREAS** Owner issued a request to **exp Services Inc** to provide engineering services for Contract Administration and Construction Supervision services pertaining to linking of the New Liskeard and Dymond water systems referred to as the Emergency Water Distribution System Linking, Phase 1, ("Project").

**WHEREAS** Owner wishes to retain the Consultant to provide certain consulting services described herein and the Consultant wishes to provide the services to the Owner, on the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

### 1. SERVICES

The Owner retains the Consultant to provide the services set out in Schedule A ("Services") in accordance with the terms of this Agreement.

### 2. REMUNERATION

In consideration of the provision of the Services by the Consultant, the Owner agrees to pay the Consultant the amount set forth in Schedule B ("Fees").

The Owner may from time to time request changes in the scope of the Services. Where in the opinion of the Consultant or the Owner, such changes will involve any increase or decrease in the Fees, such increase or decrease shall be mutually agreed upon in writing between the Owner and the Consultant prior to the Consultant undertaking any such work.

The Consultant shall submit progress invoices on a monthly basis. The Owner shall notify the Consultant within seven (7) days receipt of the invoice if it disputes any portion of the invoice. The Owner shall pay the undisputed portion of each invoice submitted to it within thirty (30) days of receipt. If the invoice is not paid within thirty (30) days, interest shall accrue on any overdue amounts at a rate of 1% per month, (12%) per year.

### 3. RELATIONSHIP OF THE PARTIES

In providing the Services, the Consultant shall act as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Consultant nor any of its directors, officers, employees or agents shall be construed as agents or employees of the Owner.

### 4. PERMITS, UTILITIES AND ACCESS

The Owner shall apply for and obtain all required permits and licenses required for the Project unless provided otherwise in the Consultant's proposal. The Owner shall provide the Consultant with the available location of all underground utilities and structures in the vicinity of the work area. The Consultant and Owner shall use their best efforts and due diligence to allow the Services to be completed which includes, but not limited to, providing access to the work site and conducting work underground.



**5. STANDARD OF CARE**

The Consultant shall perform the Services with a level of skill and care consistent with the procedures, protocols and practices generally accepted in the Consultant's profession for use by practitioners in similar engagements. The Consultant will use commercially reasonable efforts to provide the Services in accordance with all relevant local, provincial and federal laws, regulations, codes, guidelines and standards that are applicable at the time the Consultant provides the Services, and shall not be liable to the Owner for failure to do so unless such noncompliance is due to the negligence or willful misconduct of the Consultant.

Employees or other persons retained by the Consultant to perform the Services will have the necessary skills, training and qualifications to provide the Services in accordance with the provisions of this Agreement.

The Consultant has the power and authority to enter into and carry out all of its obligations under this Agreement.

**6. OWNERSHIP AND INTELLECTUAL PROPERTY**

All information, material and Intellectual Property Rights, as defined herein, acquired, developed or prepared by the Consultant pursuant to this Agreement shall be the sole and exclusive property of the Owner upon full payment of the Services performed. The Owner releases the Consultant from liability and agrees to defend, indemnify, protect and hold harmless the Consultant from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. "Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the rights, trade secrets, rights in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

**7. CONFIDENTIALITY**

The Consultant shall use reasonable efforts to maintain confidential and secure, all material, information and documentation provided to the Consultant, whether obtained directly or indirectly from the Owner, or belonging to the Owner and in the possession or under the control of the Consultant pursuant to this Agreement. Such confidentiality obligation shall not apply if such material, information or documentation is within the public domain, previously known to the Consultant, obtained from third parties without violating any confidential agreement or required to be produced by the Consultant pursuant to any law or court order. In the event that any material, information or documentation is required by the Consultant as stated above, the Consultant shall promptly give notice to the Owner.

**8. REPORTS**

The Owner agrees that any use of or reliance upon any report prepared by the Consultant or its subconsultants (collectively "Report") by a third party are the responsibility of the third party. The Consultant accepts no responsibility for any damages that may be suffered by the third party as a result of decisions made or action taken based upon the Report.

The Owner agrees that the Report is prepared for the account and benefit of the Owner and that the material in the Report will reflect the Consultant's best judgment in light of the information made available to it by the Owner at the time of the preparation of the Report.

The Consultant shall not be liable for the consequences of any amendments, revisions, modifications or alterations made by the Owner to the Report without the consent of the Consultant.

## **9. INDEMNIFICATION**

The Owner agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Project, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Consultant or those for whom it is responsible at law.

The Consultant agrees to indemnify and hold harmless the Owner, its officers, directors, employees and agents against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Owner or those for whom it is responsible at law.

The Consultant shall have no liability for the activities of any contractor, subcontractor, supplier or their respective employees or agents on the Project unless retained by the Consultant.

In no event will either party be liable to the other for such other party's loss of profit and lost revenues or for any special, indirect, incidental or consequential damages arising out of this agreement.

## **10. LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both the Owner and Consultant, the parties agree, to the fullest extent permitted by law, to limit the aggregate liability of Consultant, its parent, affiliates and subcontractors, and their respective directors, officers, employees and agents, to \$50,000 or the remuneration for the Services, whichever is greater. This limitation of liability shall apply to all suits, claims, actions, losses, costs and damages of any nature, including but not limited to legal fees and expenses, arising from or related to this Agreement without regard to the legal theory under which such liability is imposed.

## **11. ENVIRONMENTAL CONDITIONS**

The Owner shall be responsible for the environmental condition of the Project. The Owner shall be responsible for and promptly pay for the removal and lawful disposal of contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the Project shall result in the issuance of a change order to the extent that the Services are impacted.

## **12. FORCE MAJEURE**

Notwithstanding any other provision in this Agreement, failure or delay in performance by either party of any term of this Agreement shall be excused to the extent caused by an event beyond such party's reasonable control, provided the party: (i) notifies the other in writing as soon as reasonably possible; (ii) provides reasonable detail of the commencement and nature of such a cause; and (iii) uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

## **13. INSURANCE**

The Consultant shall maintain the following insurance policies for the duration of the Agreement:  
**Professional Liability Insurance** - for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of \$1,000,000 per claim and in the aggregate;

**Commercial General Liability Insurance** – in the amount of \$1,000,000 per occurrence and in the aggregate.

The Owner shall be named as an additional insured on the Commercial General Liability Insurance policy as its interest may appear.

**14. DISPUTES**

Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: (i) by negotiation between the technical and contractual personnel for each party; (ii) by negotiation between executive management of each party; (iii) by mediation; (iv) by arbitration if both parties agree; and (v) through the courts in the jurisdiction where the Project is located.

**15. TERMINATION**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by the Owner and the Consultant, termination shall be effective immediately on notice being received if termination is made by one party where the other party is in material breach of its obligations in this Agreement and otherwise thirty (30) days from receipt of the notice. The Owner shall compensate the Consultant for work properly performed (including demobilization) and reasonable expenditures incurred in connection with this Agreement up to and including the date of any such termination.

**16. NOTICES**

Any notice or other communication required to be given under the Agreement shall be in writing and delivered by courier, fax, email or registered mail, addressed as follows:

If to Owner:

**The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario. P0J 1K0  
Mr. Doug Walsh, CET, Director of Public Works**

If to Consultant:

**Exp Services Inc..  
P. O. Box 1208, 9 Wellington Street  
New Liskeard, Ontario. P0J 1P0  
Attention: Mr. Nolan Dombroski, P. Eng.**

If delivered by courier, fax or email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day). If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this section. A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

**17. MISCELLANEOUS**

Neither party shall assign its interest in this Agreement without the written consent of the other.

No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

This Agreement includes the attached Schedules A and B embodies the entire agreement with regard to the Services. This Agreement supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both parties.

The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

All representations, warranties and covenants of the Consultant and the Owner including any indemnity, shall survive indefinitely the termination of this Agreement.

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project is located.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**CORPORATION OF THE CITY OF TEMISKAMING SHORES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation

**exp SERVICES INC.**

By:  \_\_\_\_\_  
Nolan Dombroski, P.Eng.

Title: Infrastructure Manager

I have authority to bind the Corporation

**SCHEDULE A**

The scope of work to be provided by exp Services is provided in Cost Estimate Letter dated June 16, 2015 attached hereto as Schedule A.

## SCHEDULE A



June 16, 2015

Doug Walsh, Director of Public Works,  
The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario.  
P0J 1K0

Dear Sir:

**RE: City of Temiskaming Shores Temiskaming Shores  
Emergency Water Distribution System Linking, Phase 1  
Exp Project No.: NWL-01401014**

---

As requested by the City of Temiskaming Shores, exp Services Inc. would be pleased to provide Contract Administration and Construction Supervision Services for the Emergency Water Distribution System Linking, Phase 1 for the lump sum price of \$100,000.00 plus HST. The breakdown of services included in this price are as follows:

- Junior inspector 1500 hours @ \$50/hr
- Project Management 100 hours @ \$100/hr
- Vehicle Expenses @ \$35/day

We trust this quote is satisfactory. Should you have any questions, please feel free to contact me.

Yours truly,

exp Services Inc.

A handwritten signature in blue ink, appearing to read 'N. Dombroski', is written over the typed name.

Nolan Dombroski  
Manager, Infrastructure

**SCHEDULE B**

The work is to be completed on a Time and Materials Basis with an upset limit of \$100,000.00, excluding HST, as per attached Cost Estimate Letter dated June 16, 2015.

## SCHEDULE B



June 16, 2015

Doug Walsh, Director of Public Works,  
The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario.  
P0J 1K0

Dear Sir:

**RE: City of Temiskaming Shores Temiskaming Shores  
Emergency Water Distribution System Linking, Phase 1  
Exp Project No.: NWL-01401014**

---

As requested by the City of Temiskaming Shores, exp Services Inc. would be pleased to provide Contract Administration and Construction Supervision Services for the Emergency Water Distribution System Linking, Phase 1 for the lump sum price of \$100,000.00 plus HST. The breakdown of services included in this price are as follows:

- Junior inspector 1500 hours @ \$50/hr
- Project Management 100 hours @ \$100/hr
- Vehicle Expenses @ \$35/day

We trust this quote is satisfactory. Should you have any questions, please feel free to contact me.

Yours truly,

exp Services Inc.

A handwritten signature in blue ink, appearing to read 'Nolan Dombroski'.

Nolan Dombroski  
Manager, Infrastructure



**Subject:** Geotechnical Investigation – NL Library **Report No.:** PW-042-2015  
**Agenda Date:** July 7, 2015

**Attachments**

- Appendix 01:** RFP Results
- Appendix 02:** Cambium Inc. proposal

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-042-2015;
2. That as outlined in Section 3.5 of the City’s Purchasing Policy, Council approves the award of the contract for the geotechnical investigation at the New Liskeard Library to Cambium Inc., as detailed in Request for Proposal PW-RFP-005-2014, for a total upset limit of \$7,515 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

**Background**

In 2014, staff hired Mitchell Architects to draft a Library Buildings Condition Survey. As part of this survey, it was noted that the New Liskeard Library required a geotechnical investigation of the native soils to confirm the type of soil beneath the foundation. Once this has been confirmed, staff will solicit bids from qualified engineers to come up with a solution to remediate the problem.

**Analysis**

Six (6) submissions were received in response to PW-RFP-005-2015. The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. **Appendix 01 – RFP Results** summarizes the results of the responses received and are as follows:

<b>Contractor</b>	<b>Sub-total</b>	<b>HST</b>	<b>Grand Total</b>
Shaba Testing	\$10,887.00	\$1,415.31	\$12,302.31
AME	\$8,985.00	\$1,168.05	\$10,153.05
Englobe	\$8,860.00	\$1,151.80	\$10,011.80
Cambium	\$7,515.00	\$976.95	\$8,491.95
EXP	\$7,930.00	\$1,030.90	\$8,960.90
WSP	\$12,970.00	\$1,686.10	\$14,656.10

**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

Council approved \$15,000 in the 2015 Capital Budget for this project.

The total cost inclusive of HST is \$7,647.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

*"Original signed by"*

\_\_\_\_\_  
Mitch Lafreniere  
Manager of Physical  
Assets

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **PW-RFP-005-2015**

Opening Date: **June 25, 2015**

Opening Time: **2:00 pm**

Description: **Geotechnical Investigation – New Liskeard Library**

Inquiry Contact: **Mitch Lafreniere, Manager of Physical Assets**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: **SHABA TESTING SERVICES LTD**

Lump Sum (excl. HST):	10,887.
HST:	
Total:	

Notes: Non Collusion ✓  
Conflict of Int. ✓

Bidder: **AME MATERIALS ENGINEERING**

Lump Sum (excl. HST):	8,985.
HST:	
Total:	

Notes: Non Collusion ✓  
Conflict of Int. ✓

Bidder: **ENGLORBE**

Lump Sum (excl. HST):	8,860.
HST:	
Total:	

Notes: Non Collusion ✓  
Conflict of Int. ✓

Bidder: **CAMBALUM INC**

Lump Sum (excl. HST):	7,515.
HST:	
Total:	

Notes: Non Collusion ✓  
Conflict of Int. ✓

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**  
 Mitch Lafreniere  
 Rebecca Hunt  
 Christopher Luna  
 Dan Warrick  
 LINDA MCKNIGHT

**Representing**  
 Temiskaming Shores  
 Temiskaming Shores Library  
 Temiskaming Shores  
 " " " "  
 City of T.S

**Signature**  
  
 Page \_\_\_ of \_\_\_

Document Title: **PW-RFP-005-2015**

Opening Date: **June 25, 2015**

Opening Time: **2:00 pm**

Description: **Geotechnical Investigation – New Liskeard Library**

Inquiry Contact: **Mitch Lafreniere, Manager of Physical Assets**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: **EXP.**

Lump Sum (excl. HST):	7,930.
HST:	
Total:	

Notes: **Non Collusion ✓**  
**Conflict of Int. ✓**

Bidder:

Lump Sum (excl. HST):	
HST:	
Total:	

Notes:

Bidder: **WSP**

Lump Sum (excl. HST):	12,970.
HST:	
Total:	

Notes:

Bidder:

Lump Sum (excl. HST):	
HST:	
Total:	

Notes:

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**

**Representing**

**Signature**

City of Temiskaming Shores  
PW-RFP-005-2015

Geotechnical Investigation – NL Library



**City of Temiskaming Shores**  
**PW-RFP-005-2015**  
Geotechnical Investigation – NL Library

PW-RFP-005-2015

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Cambium Inc.  
(Registered Company Name/Individuals Name)

Of, 701 The Queensway, Units 5&6, K9J 7J6  
(Registered Address and Postal Code)

Business:

Phone Number ( 705 ) - 741-4109

Fax Number ( 705 ) - 742-7907

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Lump sum price before HST \$ 7,515.00



**City of Temiskaming Shores**  
**PW-RFP-005-2015**  
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**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:

---

---

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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, Peterborough this 23rd day of June, 2015.

FIRM NAME: Cambium Inc.

BIDDER'S AUTHORIZED OFFICIAL: Stuart E. Baird, P.Eng

TITLE: Senior Project Manager

SIGNATURE: 



**City of Temiskaming Shores**  
**PW-RFP-005-2015**  
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**NON COLLUSION AFFIDAVIT**

I/ We Stuart E. Baird the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.


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

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

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

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

Signed

  
\_\_\_\_\_

Company Name

Cambium Inc.

Title

Senior Project Manager



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**CONTACT US:**

*Telephone*

(866) 217.7900

(705) 742.7900

*Facsimile*

(705) 742.7907

*Website*

[www.cambium-env.com](http://www.cambium-env.com)

**PETERBOROUGH:**

*Head Office*

P.O. Box 325

52 Hunter Street East

Peterborough, Ontario

K9H 1G5

*Material Testing Laboratory*

P.O. Box 325

701 The Queensway

Peterborough, Ontario

K9J 7J6

**BARRIE:**

*Office*

P.O. Box 31035

Barrie, Ontario

L4N 9H0



June 23, 2015

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

Attn: Dave Treen,  
Municipal Clerk

**Re: Request for Quote – Geotechnical Investigation  
PW-RFP-005-2015 Geotechnical Investigation – New Liskeard Library  
Cambium Reference: 4184-P**

Dear Mr. Treen,

Please find attached our quote to complete a geotechnical investigation at the above-noted site in support of the concerns regarding the structural stability of soils beneath the building. We understand that the geotechnical investigation is required to confirm the existing subsurface conditions, including granular depths and groundwater elevation while also providing recommendations for foundation design, frost protection, earthquake parameters, and the suitability of soils to be reused as fill with the use of laboratory testing where required.

**CAMBIUM INC.**

Cambium is an independent, solutions-based company, offering integrated professional services designed to provide governments, corporations and individuals with innovative, sustainable answers to everyday issues. Cambium works with clients to provide solutions grounded in a sound conservation ethic, designed with leading edge technologies and tailored to reflect legislative and regulatory realities. Our philosophy is such that each client and each project deserves an effective, sustainable and affordable solution that fits.

With a staff of over sixty (60) professionals and offices in Peterborough, Oshawa, and Barrie, Cambium offers a vast range of services, including geotechnical engineering, materials testing and inspections, environmental assessments, environmental sampling/analysis, hydrogeology, drinking water and wastewater systems, waste management, environmental site management, drafting/mapping, Geographic Information Systems (GIS), and environmental planning. Cambium has a CCIL-certified materials testing laboratory located in Peterborough, Ontario, equipped to complete the laboratory analyses required for this project.

Cambium's geotechnical team has more than sixty (60) years of combined experience completing geotechnical investigations for various clients, including consulting engineering and construction firms, various levels of government, private companies, and alternative energy companies. Cambium has vast experience in undertaking field investigations to characterize subsurface conditions, involving soil and groundwater conditions, and using this information to provide

4184-P

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(705) 742.7900  
**Facsimile**  
(705) 742.7907  
**Website**  
[www.cambium-env.com](http://www.cambium-env.com)

**PETERBOROUGH:**

**Head Office**  
P.O. Box 325  
52 Hunter Street East  
Peterborough, Ontario  
K9H 1G5

**Material Testing Laboratory**

P.O. Box 325  
701 The Queensway  
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June 23, 2015

foundation design and construction recommendations for shallow and deep foundations, infrastructure improvements, retaining wall design, culvert and bridge design, pavement design and rehabilitation, and solar and wind turbine facility design.

**CAMBIUM GEOTECHNICAL TEAM**

The Cambium geotechnical team is led by **Mr. Stuart Baird, P.Eng.**, a Senior Project Manager and Cambium's senior geotechnical engineer. Mr. Baird holds a Master's degree in Geotechnical Engineering, a Master's degree in Geography-Environmental Studies, as well as a Bachelor of Applied Science degree from the University of Toronto, and is a licensed Professional Engineer in the Province of Ontario. Since 1990, Mr. Baird has provided his expertise in the fields of geotechnical engineering and environmental site assessment. Mr. Baird has conducted hundreds of geotechnical investigations, identifying subsurface conditions in order to develop geotechnical parameters for various structures including buildings, retaining walls, culverts, headwalls, infrastructure, roadways, and solar and wind farm facilities. Mr. Baird will have direct responsibility for project team communications, overall supervision of all field investigations, and will ensure completion of all activities outlined in the scope of work.

**Ms. Jennifer Wales, P.Eng.**, is a Project Manager on the Cambium geotechnical team, with a Bachelor of Science in Civil Engineering from Queen's University. Ms. Wales has completed a number of geotechnical investigations to characterize roadway subsurface conditions for infrastructure and culvert construction and pavement rehabilitation as well as providing geotechnical input for foundation design for various structures. Ms. Wales will support Mr. Baird with development of the geotechnical recommendations and preparation of the final report.

**Mr. Wayne Rayfuse, C.E.T.**, is a Senior Project Manager and Laboratory Manager with Cambium. With over 35 years of geotechnical, construction inspections, and materials testing experience, Mr. Rayfuse brings a wealth of knowledge to our geotechnical team. He has extensive experience supervising roadway and infrastructure excavation investigations as well as conducting construction inspections and materials testing.

Cambium has a number of qualified field technicians and technologists certified for soil and groundwater investigations, field testing, and sampling, with experience working at hundreds of projects across Ontario. All technicians and technologists have undergone extensive external and in-house training on supervision of excavation operations, proper sampling procedures, field observation documentation, inspections, and oral and written communication skills.

**OCCUPATIONAL HEALTH AND SAFETY**

Cambium is committed to protecting the health and safety of all employees. Protection of employees from injury or occupational disease is of paramount importance. To accomplish this, all employees are required to work in a safe manner and are responsible for reporting unsafe or unhealthy conditions to their supervisors and/or worker/management representative of the Joint



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K9H 1G5

*Material Testing Laboratory*

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**BARRIE:**

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Professional Engineers  
Ontario

June 23, 2015

Health and Safety Committee. Management is responsible for ensuring that appropriate steps have been taken to control or eliminate all potential hazards and to ensure that safe and healthy work conditions are maintained throughout the Cambium's facilities. Cambium adheres to all legislative requirements including the Occupational Health and Safety Act, its regulations, and Regulations for Construction Projects, Ontario Regulation 213/91 (as amended).

Prior to initiating the work program, a site specific health and safety plan will be created, consisting of two parts.

Part I includes site location information, a map indicating the closest hospital, emergency contact numbers, hazard identification form, and a site compliance agreement form. All employees are required to participate in the safety talks and tailgate site safety meetings and they will sign their name on the site compliance agreement form within Part I of the site specific health and safety plan.

Part II of the site specific health and safety plan consists of the health and safety objectives, site access and PPE, generic field hazards and controls, emergency response and first aid procedures, preliminary incident report form, and any material safety data sheets (MSDS).

## **PROPOSED SCOPE OF WORK**

The proposed scope of work for the site investigation is outlined below and is in accordance with the requirements of the proposal and developed based on our expertise in conducting geotechnical field investigations.

### **UTILITY LOCATES, PERMITS, AND INFORMATION**

Buried utility clearances will be obtained for all borehole locations prior to undertaking field work. We will verify gas, hydro, telephone, cable locations, and any existing water and sewer pipes within the excavation vicinity using Ontario One Call services. We will apply for any necessary permits, licences and agreements required to carry out the proposed field investigation.

### **BOREHOLE INVESTIGATION**

All fieldwork will be carried out in full compliance with the proposal request, Occupational Health and Safety Act (OHSA) and regulations, and Ministry of Labour (MOL) requirements. Prior to completing the field work, a Site specific Health and Safety Plan (HASP) will be prepared.

Based on the proposed work area, a total two (2) boreholes will be advanced using a truck or track-mounted drill-rig equipped with continuous flight solid stem augers and SPT sampling equipment. The boreholes will be located within the existing site and will be advanced to a depth of 6.0 meters below ground surface or to bedrock refusal. Drilling and sampling will be conducted in accordance with ASTM D1586 procedures. A qualified Cambium technician will supervise all



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K9H 1G5

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P.O. Box 325

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**BARRIE:**

**Office**

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June 23, 2015

test excavations and will log and sample the boreholes at regular intervals. Soil samples will be recovered and retained in moisture-preserving labelled containers for subsequent review and possible laboratory testing. Samples will be retained in our storage facility for a minimum of three (3) months after completion of the project.

All boreholes will be checked for groundwater and caving prior to backfilling. Where applicable, the depth to groundwater and caving will be recorded. All boreholes and monitoring wells will be backfilled in accordance with O.Reg. 903, as amended, and the property will be reinstated to pre-existing conditions. Dependent on actual Site conditions, it is assumed that the drilling investigation may be modified, subject to approval from the Client.

At the completion of the field investigation, all borehole locations will be surveyed relative to a site benchmark to establish ground surface elevations to an accuracy of 0.01 m using a Total Station system.

**TEST PIT INVESTIGATION**

All fieldwork will be carried out in full compliance with the proposal request, Occupational Health and Safety Act (OHSA) and regulations, and Ministry of Labour (MOL) requirements. Prior to completing the field work, a Site specific Health and Safety Plan (HASP) will be prepared.

Based on the proposal requirements, four (4) test pits will be excavated; two (2) test pits along the west side of the building and two (2) test pits along the south side of building. The test pits will be excavated using a backhoe and operator provided by a local contractor. A Cambium technician will supervise the excavations and will complete Dynamic Probe Penetration testing (DPT) at all test pit locations, consisting of recording the number of blows required to drive a 19 mm diameter steel rod into the soil with an 8 kg hammer falling 750 mm. The DPT values are used to assess consistency of cohesive soils and relative density of non-cohesive materials, similar to SPT N values. The test pits will be excavated to the bottom of the existing footings with DPT testing continuing up to 1.8 mbgs. The Cambium technician will supervise all test excavations and will log and sample the test pits at regular intervals. Soil samples will be recovered and retained in moisture-preserving labelled containers for subsequent review and possible laboratory testing. Samples will be retained in our storage facility for a minimum of three (3) months after completion of the project.

All test pits will be checked for groundwater and caving prior to backfilling. Where applicable, the depth to groundwater and caving will be recorded. Dependent on actual Site conditions, it is assumed that the drilling investigation may be modified, subject to approval from the Client.

At the completion of the field investigation, all borehole locations will be surveyed relative to a site benchmark to establish ground surface elevations to an accuracy of 0.01 m.



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**SOIL TESTING**

In order to determine the soil texture, classification and infiltration rate, soil laboratory analyses will be completed for representative samples from the site. The overall testing program is outlined below and includes the proposed number of tests for the entire project. The overall proposed testing program, as outlined below, will be completed at Cambium's materials testing laboratory in Peterborough, Ontario.

Test	Standard	Number
Natural moisture content	LS-701	All
Sieve & Hydrometer	LS-702,705	2
Atterberg Limits	LS-703,704	2

**ENGINEERING ANALYSIS AND REPORT**

On completion of the site investigation and laboratory testing program, our findings will be summarized in a geotechnical report. The report will include a description of the site location and topography, a description of the subsurface borehole drilling and sampling program, a summary of subsurface conditions throughout the site, the results of the in situ and laboratory testing, a plan showing the site and the locations of the boreholes, borehole logs, and discussions and recommendations for all relevant geotechnical issues, as identified in the proposal, which include: site development design and construction procedures such as frost depth, excavation, and bedding/backfill recommendations, earthquake parameters, groundwater elevations and dewatering as well as foundation design parameters for footings, foundation walls, retaining walls, and bearing capacity.

One (1) PDF copy of the draft report will be submitted to the Client. We have allowed for two (2) hard copies and one (1) PDF copy of the final report to be submitted to the Client.

**PROJECT SCHEDULE**

Upon authorization to proceed, we will start utility locate requests and prepare the site specific health and safety plan. Considering the time frame required to obtain the utility locates we expect that we will be able to complete the borehole investigation within approximately ten (10) days after project initiation. Considering the standard turn-around time for the laboratory testing and preparation of the report, we estimate that our draft report will be submitted three (3) to four (4) weeks after authorization to proceed.

**ASSOCIATED COSTS**

The following lump sum costs are expected for the provision of the services proposed above. Please note that all costs are based on the identified scope of work to be completed and are



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**Head Office**

P.O. Box 325

52 Hunter Street East

Peterborough, Ontario

K9H 1G5

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P.O. Box 325

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June 23, 2015

exclusive of applicable taxes. The costs summarized in Table 1 include all professional fees, analytical costs, subcontractor costs, equipment, consumables, communication, travel, and printing associated with each task. Although costs may vary between parts of the work program, the total collective costs for the items quoted will not be exceeded without Client authorization.

**Table 1 Work Program Costs**

<b>Service</b>	<b>Associated Cost</b>
Borehole Investigation (includes utility locates, drill rental and expenses)	\$5,700
Physical Laboratory Testing	\$595
Engineering Analysis, Drafting, Reporting Project Management	\$1,220
<b>Total Estimated Costs (excluding applicable taxes)</b>	<b>\$7,515</b>

Cambium has developed the costs presented above based upon the best information available and previous experience conducting this type of work. If these costs are anticipated to be exceeded as a result of a change in the program scope or additional services, Cambium will promptly notify the Client. For all approved additional person hours required to execute the project, the Client will be invoiced in accordance with the approved additional time and expenses.



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June 23, 2015

**CLOSING**

Please note that it is possible that unforeseen or unknown conditions or occurrences will be encountered, which could alter the services described above. If this occurs, Cambium will promptly notify and consult with the proponent, but will act based on Cambium's sole judgement where risk to Cambium personnel is involved.

**AUTHORIZATION TO PROCEED**

Following your written acceptance of the above scope of service, Cambium can begin work on the project immediately.

Cambium trusts that this proposal meets with your expectations. If you have any questions or require clarification of any aspect of this submission, please do not hesitate to contact the undersigned at (705) 742-7900 extension 332.

Cambium appreciates the opportunity to provide services for this project.

Best regards,

**CAMBIUM INC.**

Stuart Baird, P.Eng.

Senior Project Manager

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**Subject:** 2015 Roadway Surfacing Program

**Report No.:**

PW-043-2015

**Agenda Date:**

July 7, 2015

---

### **Attachments**

**Appendix 01:** Proposed 2015 Roads Program

**Appendix 02:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-043-2015 particularly Appendix 01 being the proposed 2015 Roads Program prepared in consultation with *Miller Paving Limited* for the hardtop resurfacing of various roadway sections in Temiskaming Shores; and
2. That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

### **Background**

During the 2015 Budget deliberations, Council considered the current and future needs of the municipality with respect to maintenance and rehabilitation of both gravel and hardtop roadway surfaces. Included in the 2015 Public Works Operations Budget is \$60,000 for supply placement and stockpiling of Granular "A" material, \$25,000 for the replacement of paving stone crosswalks and \$1.071M for hardtop maintenance purposes.

Public Works staff reviewed the current five year plan to determine how best to address the needs of the municipality with respect to roadway surfaces and maintenance issues based on the approved allocations.

Staff met on with representatives from Miller Paving Northern in early March 2015 to determine what services and arrangements are readily available this year to continue the work that was initiated in 2013 and could be completed with a projected funding allowance available this year. As a result of the discussions, Millers provided an initial assessment of work proposed by Public Works staff and cost estimates associated with various sections of roadway for discussion purposes. This list of proposed work was discussed at the PW Committee level and was the basis for the budget allocation.

A refined list of projects and final estimates was provided by Miller Paving on June 23, 2015 (Appendix 01) and was reviewed by the City Manager and Director of Public Works for presentation to Council on July 7, 2015. The noted change in proposed work would be the deferring of the surface treatment work on Tobler Road as well as the work on Niven Street South from View Street to Albert Street and on Albert Street from Rorke Ave to Niven Street

South. This former noted section requires additional base stabilization and the latter section may be considered for infrastructure upgrades latter this summer.

### **Analysis**

Given the current condition of the road surface in the “downtown” core of New Liskeard (milled and resurfaced in 2004) this section had been previously scheduled for resurfacing in 2016 – 17, however, it has become apparent that this area will deteriorate at an accelerated rate if not addressed sooner.

The proposed work plan for 2015 continues to address areas that have been previously identified and have been included in the City’s Asset Management Plan.

### **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 costs associated with the work outlined in **Appendix 01** are allocated in the current budget as follows;

Sidewalk Maintenance & Repairs - \$25,000.00 plus applicable taxes

Asphalt Repairs (Environmental) - \$28,700.00 plus applicable taxes\*

2015 Capital Roads Program - \$989,000 plus applicable taxes

\*Re-allocation of funds may be required

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

### **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



## **2015 Hardtop Maintenance Program**

1. Milling and Pulverizing of approximately 1.0 kilometres of Lakeshore Road from the end of tapers at Edgewater Motel to 200 metres north of Cottage Road (including fully paved shoulders on both sides) and STATO Trail.
2. Supply, place and compact 100 mm of Granular "A" material over the pulverized area.
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface (including the reinstatement of STATO Trail, at a total cost of \$602,500.00 plus applicable taxes.
4. Milling and Pulverizing existing asphalt surfaces of Niven Street South from Main Street to Seton Street, re-grade and place 50 mm Hot Laid Asphalt at 6.0 metres wide at a cost of approximately \$66,500.00 plus applicable taxes.
5. Milling and Pulverizing existing asphalt surfaces of Golf Course Road from Highway 65 West to Mackey Bridge, supply, place and compact 50 mm of Granular "A" material and place two (2) 50 mm lifts of Hot Laid Asphalt at 6.0 metres wide at a cost of approximately \$115,000.00 plus applicable taxes.
6. Removal of the north and west pedestrian paving stone crosswalks at the Ferguson Ave. and Main Street intersection and replace with Hot Laid Asphalt, c/w a 3 metre transition at a cost of approximately \$25,000.00 plus applicable taxes.
7. Placement of RAP / Grindings on Pete's Dam Road from Highway 65 West, westward (as previously approved) at a cost of approximately \$60,000.00 plus applicable taxes.
8. Mill and Pave downtown New Liskeard, Armstrong Street (Bridge to Whitewood Ave.) and Whitewood Ave, (Armstrong Street to Paget Street) from curb to curb, with millings placed in the Armstrong Street laneways at a cost of approximately \$145,000.00 plus applicable taxes.
9. Resurfacing of Rebecca Street (between Elm Street and Oak Street) re-grade and place 50 mm Hot Laid Asphalt as a result of the Emergency Sanitary Sewer Repair work completed in 2015 at an estimated cost of approximately \$28,700.00 plus applicable taxes.

**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 2015 Roadway**  
**Surfacing Program within the City of Temiskaming Shores**

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

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

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

**Whereas** the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. PW-043-2015 at the July 7, 2015 Regular Council Meeting directing staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2015 Roadway Surfacing Program contract for consideration at the July 7, 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 for the 2015 Roadway Surfacing Program contact in the amount of \$1,042,700.00 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 7<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



Schedule "A" to

**By-law 2015-000**

Agreement between

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

and

**Miller Paving Limited**

for the 2015 Roadway Surfacing Program

**This agreement** made in duplicate this 7<sup>th</sup> day of July 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 Documents entitled:

**Corporation of the City of Temiskaming Shores  
2015 Roadway Surfacing Program at various locations  
and outlined in Administrative Report No. PW-043-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Million and Forty-Two Thousand - Seven Hundred Dollars and Zero Cents (\$1,042,700.00) 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:                         **Miller Paving Limited**  
P.O. Box 248  
704024 Rockley Road  
New Liskeard, Ontario  
P0J 1P0

The Owner:                               **Corporation of the City of  
Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Engineer:                           **The Director of Public Works  
City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in	)	<b>Miller Paving Limited</b>
the presence of	)	
	)	
Contractor’s Seal	)	_____
	)	Contractor
	)	
	)	<b>Corporation of the City of Temiskaming Shores</b>
	)	
	)	
Municipal Seal	)	_____
	)	Mayor
	)	
	)	
	)	_____
	)	Clerk

## **2015 Hardtop Maintenance Program**

1. Milling and Pulverizing of approximately 1.0 kilometres of Lakeshore Road from the end of tapers at Edgewater Motel to 200 metres north of Cottage Road (including fully paved shoulders on both sides) and STATO Trail.
2. Supply, place and compact 100 mm of Granular “A” material over the pulverized area.
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface (including the reinstatement of STATO Trail, at a total cost of \$602,500.00 plus applicable taxes.
4. Milling and Pulverizing existing asphalt surfaces of Niven Street South from Main Street to Seton Street, re-grade and place 50 mm Hot Laid Asphalt at 6.0 metres wide at a cost of approximately \$66,500.00 plus applicable taxes.
5. Milling and Pulverizing existing asphalt surfaces of Golf Course Road from Highway 65 West to Mackey Bridge, supply, place and compact 50 mm of Granular “A” material and place two (2) 50 mm lifts of Hot Laid Asphalt at 6.0 metres wide at a cost of approximately \$115,000.00 plus applicable taxes.
6. Removal of the north and west pedestrian paving stone crosswalks at the Ferguson Ave. and Main Street intersection and replace with Hot Laid Asphalt, c/w a 3 metre transition at a cost of approximately \$25,000.00 plus applicable taxes.
7. Placement of RAP / Grindings on Pete’s Dam Road from Highway 65 West, westward (as previously approved) at a cost of approximately \$60,000.00 plus applicable taxes.
8. Mill and Pave downtown New Liskeard, Armstrong Street (Bridge to Whitewood Ave.) and Whitewood Ave, (Armstrong Street to Paget Street) from curb to curb, with millings placed in the Armstrong Street laneways at a cost of approximately \$145,000.00 plus applicable taxes.
9. Resurfacing of Rebecca Street (between Elm Street and Oak Street) re-grade and place 50 mm Hot Laid Asphalt as a result of the Emergency Sanitary Sewer Repair work completed in 2015 at an estimated cost of approximately \$28,700.00 plus applicable taxes.

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**Subject:** Appointment of Volunteer  
Maintenance Coordinator

**Report No.:** PPP-007-2015  
**Agenda Date:** July 7, 2015

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-007-2015; and
2. That Council hereby appoints Jason Eckensviller as a Volunteer Maintenance Coordinator for the Temiskaming Shores Fire Department (Dymond Station) in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

### **Background**

As a result of the recent resignation of the Volunteer Maintenance Coordinator at the Dymond Fire Station, the Department is seeking to fill the vacant position.

### **Analysis**

On June 1, 2015 the Fire Chief received a letter of resignation from Captain Rheel Laforest advising that effective June 1, 2015 he would be retiring from the Volunteer Maintenance Coordinator's position at the Dymond Fire Station.

On June 3, 2015 the position was internally posted at the Dymond Station and subsequently one letter of interest was received. An interview with the candidate was conducted by the Fire Department's Interview Panel. Subsequently a recommendation was provided to the Fire Chief requesting consideration for the appointment of Firefighter Jason Eckensviller as Volunteer Maintenance Coordinator for the Temiskaming Shores Fire Department – Dymond Station.

The interview process provided the Interview Panel an opportunity to assess the candidate based on his aptitudes, education, experience, communication skills and attitude in order to forward a recommendation to Council. The candidate has shown a strong desire to fulfill the position of Volunteer Maintenance Coordinator and has been fulfilling the responsibilities of the position on an interim basis since the retirement of Captain Laforest.

Based on the above, I am pleased to recommend Firefighter Jason Eckensviller to the position of Volunteer Maintenance Coordinator 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 Honorariums which have been established and included in the 2015 Fire and Emergency Management Services Operational Budget.

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.

**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



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**Subject:** Fire Station Building Condition Survey  
RFP Award

**Report No.:** PPP-008-2015  
**Agenda Date:** July 7, 2015

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-008-2015; and
2. That Council approves the award for the Haileybury Fire Station Condition Survey for the Temiskaming Shores Fire Department to Mitchell Architects at an upset amount of \$16,300 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the July 7, 2015 Regular Council meeting.

### **Background**

Council approved a Building Condition Survey for the Haileybury Fire Station as part of the 2015 Capital Budget. Subsequently a Request for Proposal (RFP) was issued requesting bids from qualified suppliers.

### **Analysis**

In accordance with Municipal Purchasing Policies and Procedures, a Request for Proposal (RFP) was issued inviting bids from qualified suppliers for the project and as a result four proposals were received and evaluated by staff. All four proposals came in over the approved budget amount. Staff contacted the two lowest bids to review the scope of work in an effort to reduce costs.

Subsequently two revised proposals were submitted based on the revised scope of work as follows:

### **Mitchell Architects**

- \$14,900 plus applicable taxes and disbursements

### **EXP Services Inc.**

- \$15,975.00 plus applicable taxes and disbursements

Based on a comprehensive review conducted by the Manager of Physical Assets and the Fire Chief with specific emphasis on ability to meet the expectations outlined in the Request for Proposal and revised scope of work, the submission from Mitchell Architects is being recommended as it most closely meets the department's overall requirements as outlined in the RFP.

Comments from the Manager of Physical Assets and the Treasurer have been received and incorporated into this report.

**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 all costs associated with the Fire Station Building Condition Survey which were included in the City's 2015 Capital Budget in the amount of \$15,000. As the estimated cost of the building condition survey does not include estimated disbursements in the amount of \$1,400 staff is requesting Council authorize the increased amount as there was an approximate savings of \$4,250 realized for the purchase of the Thermal Imaging System of which approximately \$1,500 has been reallocated towards overages in the Wildland Firefighting Equipment purchase. As a result there would be no increase in the approved FEMS Capital Budget to move forward with the building condition survey.

Staffing implications related to this project at this point have been limited to regular municipal administrative functions and duties.

**Alternatives**

No other alternatives are being recommended at this time.

**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:** Municipal Insurance Policy

**Agenda Date:** July 7, 2015

**Report No.:** CS-025-2015

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### **Attachments**

**Appendix 01:** Municipal Insurance Renewal Proposal for July 1, 2015 to July 1, 2016

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-025-2015; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with BFL Canada Ltd., brokered by Tench-MacDiarmid Insurance Brokers Ltd., for Municipal Insurance and Risk Management Services in the amount of \$330,192.52 for consideration at the July 7, 2015 Regular Meeting.

### **Background**

On April 16, 2013 Council passed resolution 2013-183 directing staff to enter into an agreement with Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a period of three (3) years with a two (2) year renewal option on a year to year basis depending upon quality of service, mutual agreement and annual premium negotiations between the Broker and the City of Temiskaming Shores.

The City's insurance policy is due for renewal on July 1, 2015.

### **Analysis**

The premiums proposed for this year's renewal are \$330,192.52 (\$308,209 plus non-refundable PST of \$21,983.52) which is an overall decrease of approximately 1% from last year. The decrease is due to the removal of facilities that are operated by OCWA. The agreement between the City and OCWA outlines that insurance premiums related to these facilities are the responsibility of OCWA.

Appendix 1 provides a breakdown by line of coverage. The following lines have increased this term:

- Municipal General Liability
- Excess Liability
- Automobile
- Volunteer Fire Fighters

City staff also considered an increase in the deductible from \$25,000 to \$50,000. The increase would result in a premium cost savings of \$13,612. Staff is recommending to remain at a \$25,000 deductible.

For comparison purposes and to remain competitive, the City's Insurance Broker requested a quote from Frank Cowan Company. The Company respectfully declined quotation as they would not be able to meet our current premium level.

Attached as Appendix 1 is the City's Renewal Proposal for the period of July 1, 2015 to July 1, 2016.

### **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

\$308,000 was budgeted in 2015 for liability insurance. The budget incorporates 50% of the 2014/2015 premiums and 50% of the 2015/2016 premiums. The premium is paid in full upon endorsement by Council with the unexpended 50% posted to a prepaid insurance account.

\$167,095 has already been expended to date. 50% of the 2015/2016 premium equates to \$165,096 for a total liability insurance expense in 2015 of \$332,191 (over budget by \$24,191).

The Director of Corporate Services identified that the City had overpaid commercial property endorsements for properties covered by the OCWA contract to which she applied for a refund with the insurance broker. Overpayments in the amount of approximately \$25,000 were calculated and built into the 2015 liability insurance budget line as it was deemed to be reasonable in nature and an achievable reimbursement as per conversations with the City's broker.

The City received a refund cheque in the amount of \$20,462 - \$4,538 less than anticipated. Based on the overpayment refund shortfall, the budget line item will be \$3,729 over budget for the year.

### **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"*

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Shelly Zubyck, CHRP  
Director of Corporate Services

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Christopher W. Oslund  
City Manager

**BFL MAKES A DIFFERENCE**

**Municipal Insurance Program  
Renewal Proposal**

**Corporation of the City of Temiskaming Shores**

For the period  
July 1, 2015 to July 1, 2016



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## Municipal Insurance Program Renewal Proposal

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Page 1

### 1. INTRODUCTION

It is with pleasure that BFL CANADA presents the Corporation of the City of Temiskaming Shores with the following Municipal Insurance Program Renewal Proposal.

Please review this document carefully and contact our representative, if you have any questions or comments.

Thank you for your business. We look forward to being of further service to you.





**Municipal Insurance Program Renewal Proposal**

**2. SUMMARY OF PROPOSED COVERAGES, LIMITS, DEDUCTIBLES AND PREMIUMS**

SUMMARY OF COVERAGES	LIMITS AND DEDUCTIBLES	
<b>MUNICIPAL LIABILITY</b>	\$ 50,000,000	(no annual aggregate)
Including:		
Tenants Legal Liability		
Incidental Medical Malpractice		
Abuse/Molestation		
Third Party Deductible, including expenses	\$ 25,000	per occurrence
Sewer Back Up Deductible, including expenses	\$ 25,000	per claimant
<b>LEGAL EXPENSE FOR STATUTE LAW INCLUDING CONFLICT OF INTEREST</b>	\$ 100,000	per action
	\$ 500,000	aggregate
Deductible	NIL	
<b>WRONGFUL DISMISSAL LEGAL EXPENSE</b>	\$ 250,000	per action
	\$ 500,000	aggregate
Deductible	\$ 5,000	per action
<b>FOREST FIRE FIGHTING EXPENSE</b>	\$ 1,000,000	per occurrence
	\$ 2,000,000	aggregate
Deductible	\$ 25,000	per occurrence
<b>MEDICAL EXPENSE</b>	\$ 25,000	any one person
Deductible	\$ 2,500	per person
<b>VOLUNTARY COMPENSATION</b>	\$ 50,000	per claim
	\$ 250,000	annual aggregate
Deductible	NIL	
<b>PUBLIC OFFICIALS (ERRORS &amp; OMISSIONS) LIABILITY</b>	\$ 50,000,000	each claim
Including:		
Municipal Employee Benefits Liability		
Deductible	\$ 25,000	each claim

**Municipal Insurance Program Renewal Proposal**

SUMMARY OF COVERAGES	LIMITS AND DEDUCTIBLES	
<b>S.P.F. 6 – NON-OWNED AUTOMOBILE</b>	\$ 50,000,000	any one accident
Deductible	NIL	
SEF 94 Legal Liability for Non-Owned Vehicles	\$ 250,000	per vehicle
Deductible	\$ 1,000	per vehicle
<b>OWNED AUTOMOBILE – Third Party Liability</b>	\$ 50,000,000	per occurrence
All Perils Deductible	\$ 5,000	per vehicle
* Replacement Cost on all vehicles unless otherwise stated		
<b>ENVIROMENTAL IMPAIRMENT LIABILITY</b>	\$ 5,000,000	each loss
	\$ 5,000,000	aggregate
Deductible	\$ 25,000	each loss
* No Retro-Active Date		
<b>COMPREHENSIVE CRIME INSURANCE</b>		
Employee Dishonesty Form A	\$ 1,000,000	
Loss of Money/Security Inside the Premises	\$ 200,000	
Loss of Money/Security Outside the Premises	\$ 200,000	
Money Orders & Counterfeit Paper Currency	\$ 200,000	
Depositors Forgery	\$ 1,000,000	
Audit Expenses	\$ 200,000	
Computer Fraud	\$ 200,000	
Deductible	NIL	

**Municipal Insurance Program Renewal Proposal**

COMBINED PHYSICAL DAMAGE BROAD FORM	LIMITS AND DEDUCTIBLES	
Blanket Limit	\$	80,036,618
Property of Every Description	\$	76,886,618
Boiler & Machinery – Limit Per Accident	\$	50,000,000
Valuable Papers	\$	500,000
Business Income including Rental Income	\$	600,000
Accounts Receivable	\$	500,000
Extra Expense	\$	500,000
Media/Computers/Electronic Data Processing	\$	1,000,000
Fine Arts	\$	50,000 (\$5,000 limit per item)
Expediting Expenses	\$	500,000
Contamination – Ammonia, Hazardous Substance (including PCB)	\$	500,000
Professional Fees	\$	500,000
Pollutant Clean Up and Removal	\$	50,000
Fire Suppression System Recharge	\$	25,000
Growing Plants, Trees, Shrubs or Flowers in the Open	Included	(\$10,000 per item including debris removal)
Personal Property of Officers and Employees	Included	(\$5,000 per Officer/Employee)
Water Damage	Included	
Building Damage by Theft	Included	
Debris Removal	Included	
Increased Costs Repairs – Laws & By-Laws	Included	
Consequential Damage – Premises Power Protection	Included	
New Generation	Included	
Inflation Protection	Included	
Exhibition Form/Waterfront Sign	Included	
Deductibles	\$	5,000 per claim except
	\$	5,000 applies to Computer/EDP
	\$	5,000 applies to Fine Arts
	\$	25,000 applies to Anaerobic Digestors
	\$	5,000 applies to Pollutant Clean Up & Removal
	\$	2,500 applies to Fire Suppression System Recharge
	\$	50,000 applies to Flood
	3%	of Total Loss or \$100,000 min., whichever is greater, applies to Earthquake

## Municipal Insurance Program Renewal Proposal

Page 5

### MUNICIPAL OFFICIALS ACCIDENT

### LIMITS AND DEDUCTIBLES

Principal Sum \$ 250,000 applies on a 24 Hour Basis

Limits as outlined in Coverage Description

Coverage applies to 7 (Seven) Council Members and Staff Members

\*Coverage only applies to Insureds under the age of 80

### VOLUNTEER FIRE FIGHTERS' ACCIDENT

Principal Sum \$ 150,000 applies on a While on Duty Basis

Weekly Indemnity Period – Total Disability

Weekly Indemnity Period – Partial Disability

Limits as outlined in Coverage Description

\*Coverage applies to all members of the Volunteer Fire Department, up to 80 years of age.

### RENEWAL PREMIUM: 2015-2016

Annual Premium, as per preceding coverage description:	\$308,209.00
Provincial Sales Tax:	<u>\$21,983.52</u>
Total Annual Cost, including P.S.T.:	\$330,192.52

**NOTE: Limits of Liability are comprised of \$5,000,000 Primary with \$45,000,000 Excess.**

\*Policies supercede the summaries of insurance contained herein\*

## Municipal Insurance Program Renewal Proposal

Page 6

This quotation has been provided by BFL CANADA Risk and Insurance Services Inc., who is permitted to confirm coverage terms, limits, deductibles, and premiums under a binding authority agreement with the following insurance carriers:

**1) AIG Insurance Company of Canada (100%)**

Municipal General Liability, Public Officials (Errors & Omissions) Liability, Legal Expense (including Conflict of Interest and Wrongful Dismissal), Municipal Employee Benefits Liability, SPF 6 – Standard Non-Owned Automobile, Owned Automobile, Environmental Impairment Liability, Comprehensive Crime, Combined Physical Damage Broad Form, including Boiler and Machinery

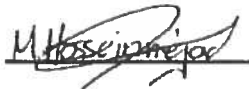
**2) Certain Underwriters at Lloyds (100%)**

Follow Form Excess Liability

**3) SSQ Insurance Company Inc.(100%)**

Municipal Officials' Accident and Volunteer Fire Fighters Accident

Authorized Signature



Mahsa Hosseinnejad, BA, RIBO, CAIB  
Client Service Manager  
BFL CANADA Risk and Insurance Services Inc.

Date: June 19, 2015

## Municipal Insurance Program Renewal Proposal

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### 3. COVERAGE SUBJECTIVITIES

- |                                |  |
|--------------------------------|--|
| <b>MUNICIPAL LIABILTY</b>      | 1. Completed, dated and signed Municipal Liability application - <b>Recieved</b>   |
| <b>ENVIRONMENTAL LIABILITY</b> | 1. Completed, dated and signed AIG EIL application – <b>Recieved</b><br>2. Receipt and review of satisfactory landfill engineering including, but not limited to: landfill design specifications, leachate collection systems, landfill liner information and all annual monitoring reports conducted in the last 24 months. – <b>Received</b> |
| <b>PROPERTY</b>                | 1. Signed Property Schedule – <b>Recieved</b>  |

## Municipal Insurance Program Renewal Proposal

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### 4. PREMIUM BREAKDOWN

Please find attached the following premium breakdown:

1. Premium Breakdown per Line of Coverage
2. Property Premium Breakdown
3. Vehicle Premium Breakdown

**PREMIUM BREAKDOWN BY LINE OF COVERAGE**  
 NAME OF INSURED: City of Temiskaming Shores  
 POLICY PERIOD: July 1, 2015 to July 1, 2016

LINE OF COVERAGE	2014 Premium	2015 Premium	2015 Premium Difference
Municipal General Liability (includes Public Officials Liability, Employee Benefits Liability, Legal Expense Insurance, and Non-Owned Automobile)	\$ 156,001.00	\$ 163,842.00	\$ 7,841.00
Excess Liability	\$ 9,777.00	\$ 12,420.00	\$ 2,643.00
Environmental Impairment Liability	\$ 11,419.00	\$ 11,419.00	\$ -
Crime	\$ 700.00	\$ 700.00	\$ -
Owned Automobile	\$ 30,580.00	\$ 33,415.00	\$ 2,835.00
Property (includes Boiler & Machinery and Computer / EDP / Media)	\$ 97,448.00	\$ 80,037.00	\$ (17,411.00)
Municipal Officials' Accident	\$ 1,176.00	\$ 1,176.00	\$ -
Volunteer Fire Fighters' Accident	\$ 4,600.00	\$ 5,200.00	\$ 600.00
<b>TOTAL - ALL LINES</b>	<b>\$ 311,701.00</b>	<b>\$ 308,209.00</b>	<b>\$ (3,492.00)</b>



STATEMENT OF VALUES  
NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER: 3630299  
POLICY PERIOD: July 1, 2015 TO July 1, 2016  
AS OF: July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCT'N	FIRE PROT'N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
1	400 Ferguson Ave Halleybury, POJ 1K0	Halleybury	Arena & Community Centre	ARENA	HCB w/lt Fire alarm	H	\$ 10,300,000	\$ 515,000	\$ 10,815,000	\$ 10,815
2	75 Wellington St. South New Liskeard, POJ 1P0	New Liskeard	Arena/Community Centre	ARENA	HCB with Fire alarm	H	\$ 10,300,000	\$ 515,000	\$ 10,815,000	\$ 10,815
3	Mount Pleasant Cemetery, Halleybury, POJ 1K0	Halleybury	Mount Pleasant Cemetery Vault	CEMETERY	HCB	H	\$ 89,928	-	\$ 89,928	\$ 90
4	Mount Pleasant Cemetery, Halleybury, POJ 1K0	Halleybury	Mount Pleasant Cemetery Storage	CEMETERY	HCB	H	\$ 21,047	-	\$ 21,047	\$ 21
5	500 Whitehead Ave. Liskeard, POJ 1P0	New Liskeard	Cemetery Vault	CEMETERY	HCB	H	\$ 89,928	-	\$ 89,928	\$ 90
6	177-150 Shepardon Rd, New Liskeard, POJ 1P0	New Liskeard	Office & Storage	CEMETERY	Frame	H	\$ 18,233	\$ 56,275	\$ 74,509	\$ 75
7	Mount Pleasant Cemetery, Halleybury, POJ 1K0	Halleybury	Columbarium	CEMETERY	Marble/Granite		\$ 43,497	-	\$ 43,497	\$ 43
8	Shepardon Road, New Liskeard POJ 1P0	New Liskeard	Columbarium	CEMETERY	Marble/Granite		\$ 44,558	-	\$ 44,558	\$ 45
9	10 Georgina Ave South, Halleybury POJ 1K0	Halleybury	Fire Hall	FIRE	Brck	H	\$ 1,030,000	\$ 295,221	\$ 1,325,221	\$ 1,325
10	28 Wellington St. New Liskeard POJ 1P0	New Liskeard	Fire Hall	FIRE	Brck	H	\$ 1,030,000	\$ 309,000	\$ 1,339,000	\$ 1,339
11	Various Locations	Temiskaming Shores	Fire Department Radios	FIRE		H	\$ -	\$ 29,376	\$ 29,376	\$ 29
12	90 Whitehead Avenue, New Liskeard POJ 1P0	New Liskeard	Municipal Office & Community Hall & Appointments	GENERAL	HCB with alarm	H	\$ 1,615,218	\$ 51,500	\$ 1,666,718	\$ 1,667
13	Riverside Drive New Liskeard, POJ 1P0	New Liskeard	Riverside Place Community Hall	GENERAL	HCB with alarm	H	\$ 1,859,678	\$ 188,826	\$ 2,028,505	\$ 2,029
14	181 Drive Inn Theblre Road Dymond Township, POJ 1P0	Dymond Township	Municipal Office & Fire Hall & Equipment Depot	GENERAL	HCB and metal clad	H	\$ 1,736,097	\$ 146,316	\$ 1,882,413	\$ 1,882
15	70165 Rocky Road, Dymond, POJ 1P0	Dymond Township	Landfill Office & Storage	GENERAL	Frame		\$ 40,743	\$ 11,255	\$ 51,999	\$ 52
16	325 Farr Drive Halleybury, POJ 1K0	Halleybury	City Hall & Art Gallery	GENERAL	FR with sprinklers and alarm	H	\$ 6,134,023	\$ 720,326	\$ 6,854,349	\$ 6,854
17	50 Whitehead Avenue New Liskeard, POJ 1P0	New Liskeard	Library	LIBRARY	Stone with alarm	H	\$ 1,721,916	\$ 304,450	\$ 2,026,366	\$ 2,026
18	545 Lakeshore Drive Halleybury, POJ 1K0	Halleybury	Library	LIBRARY	Brck with alarm	H	\$ 856,850	\$ 154,500	\$ 1,011,350	\$ 1,011
19	311 Farr Drive Halleybury, POJ 1K0	Halleybury	Office & Garage	MARINA	Frame	H	\$ 309,000	-	\$ 309,000	\$ 309
23	199 Riverside Drive New Liskeard POJ 1P0	New Liskeard	Manna	MARINA	Frame	H	\$ 217,786	\$ 24,986	\$ 242,772	\$ 243

STATEMENT OF VALUES  
NAME OF INSURED CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER 3630299  
POLICY PERIOD July 1, 2015 TO July 1, 2016  
AS OF July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROTGN	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
26	85 Meridian Avenue, Haileybury, POJ 1K0	Haileybury	Medical Centre	MEDICAL CENTRE	FR with alarm	H	\$ 1 869 726	\$ 10 300	\$ 1 700 026	\$ 1 700
27	285 Whitehead Avenue, New Liskeard, POJ 1P0	New Liskeard	Medical Centre	MEDICAL CENTRE	HCB with alarm	H	\$ 929 783	\$ 25 750	\$ 955 533	\$ 956
28	309 Broadway Street, Haileybury, POJ 1K0	Haileybury	Filtration Building & Changehouse	PARKS/REC	HCB	H	\$ 1 660 125	-	\$ 1 660 125	\$ 1 660
29	301 Browning Street, Haileybury, POJ 1K0	Haileybury	Water Slide & Pump-house	PARKS/REC	HCB	H	\$ 401 684	-	\$ 401 684	\$ 402
30	451 Farr Drive, Haileybury, POJ 1K0	Haileybury	Harbour Office, Canteen & Washroom	PARKS/REC	Brick	H	\$ 360 500	-	\$ 360 500	\$ 361
31	400 Monette Drive Drive, Haileybury, POJ 1K0	Haileybury	Garage Washroom & Food Bank	PARKS/REC	Frame	H	\$ 78 673	-	\$ 78 673	\$ 79
32	400 Monette Drive Drive, Haileybury, POJ 1K0	Haileybury	Concession Booth & Washrooms	PARKS/REC	Frame	H	\$ 56 163	\$ 6 753	\$ 62 916	\$ 63
35	Bucke Centennial Park, North Cobalt, POJ 1K0	North Cobalt	Chapel	PARKS/REC	Timber Frame	H	\$ 362 414	\$ 6 978	\$ 369 392	\$ 369
36	Bucke Centennial Park, North Cobalt, POJ 1K0	North Cobalt	Water Pump-house	PARKS/REC	HCB	H	\$ 15 419	\$ 35 000	\$ 50 419	\$ 50
40	Murray Daniels Park, North Cobalt, POJ 1K0	North Cobalt	Concession Booth & Washrooms	PARKS/REC	HCB	H	\$ 57 626	\$ 6 978	\$ 64 604	\$ 65
41	Murray Daniels Park, North Cobalt, POJ 1K0	North Cobalt	Office & Storage garage	PARKS/REC	Frame	H	\$ 43 557	-	\$ 43 557	\$ 44
44	Shaver Park, North Cobalt, POJ 1K0	North Cobalt	Storage	PARKS/REC	WOOD	H	\$ 37 930	-	\$ 37 930	\$ 38
45	Shaver Park, North Cobalt, POJ 1K0	North Cobalt	Outdoor Rink & Floodlights	PARKS/REC	WOOD	H	\$ 23 973	-	\$ 23 973	\$ 24
46	77 Wellington St. South New Liskeard POJ 1P0	New Liskeard	Pool & Fitness Centre	PARKS/REC	FR with alarm	H	\$ 7 879 687	\$ 1 280 000	\$ 9 159 687	\$ 9 160
47	Main beach, New Liskeard POJ 1P0	New Liskeard	Band Stand	PARKS/REC	CONCRETE	H	\$ 32 302	\$ 5 628	\$ 37 930	\$ 38
48	Main beach, New Liskeard POJ 1P0	New Liskeard	Craft Building	PARKS/REC	Frame	H	\$ 103 884	\$ 10 300	\$ 114 184	\$ 114
49	Main beach, New Liskeard POJ 1P0	New Liskeard	Announcers Booth & Storage	PARKS/REC	WOOD	H	\$ 28 138	\$ 30 900	\$ 59 038	\$ 59
50	Main beach, New Liskeard POJ 1P0	New Liskeard	Washroom	PARKS/REC	HCB	H	\$ 65 955	-	\$ 65 955	\$ 66
51	Main beach, New Liskeard POJ 1P0	New Liskeard	Picnic Shelter	PARKS/REC	WOOD	H	\$ 39 393	-	\$ 39 393	\$ 39
52	"The Spar Line", New Liskeard POJ 1P0	New Liskeard	Concession Booth & Washrooms	PARKS/REC	HCB	H	\$ 122 230	\$ 40 000	\$ 162 230	\$ 162
53	New Liskeard POJ 1P0	New Liskeard	Judges Stand, Agriculture Grounds	PARKS/REC	Frame	H	\$ 37 930	-	\$ 37 930	\$ 38
54	Wellington Street, New Liskeard POJ 1P0	New Liskeard	Quonset Hut Storage	PARKS/REC	METAL CLAD	H	\$ 103 000	\$ 51 500	\$ 154 500	\$ 155
55	Dymond Park, Dymond POJ 1P0	Dymond Township	Change House Washroom & Storage	PARKS/REC	HCB	H	\$ 102 534	\$ 11 255	\$ 113 789	\$ 114
56	Dymond Park, Dymond POJ 1P0	Dymond Township	Picnic Shelter	PARKS/REC	WOOD	H	\$ 18 233	-	\$ 18 233	\$ 18

STATEMENT OF VALUES  
NAME OF INSURED CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER: 3630299  
POLICY PERIOD: July 1, 2015 TO July 1, 2016  
AS OF July 1 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROT'N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
57	Dymond Park, Dymond, POJ 1P0	Dymond Township	Concession Stand & Washroom	PARKS/REC	HCB	H	\$ 68,769	\$ -	\$ 68,769	\$ 69
58	Dymond Park, Dymond, POJ 1P0	Dymond Township	Outdoor Rink & Floodlights	PARKS/REC	WOOD	H	\$ 33,765	\$ 10,300	\$ 44,065	\$ 44
59	Dymond Park, Dymond, POJ 1P0	Dymond Township	Announcers Booth	PARKS/REC	WOOD	H	\$ 2,060	\$ -	\$ 2,060	\$ 2
60	Various Locations		Two (2) Kiosks	PARKS/REC	WOOD		\$ 13,956	\$ -	\$ 13,956	\$ 14
61	Various Locations		Twelve (12) Picnic Shelters	PARKS/REC	WOOD		\$ 28,138	\$ -	\$ 28,138	\$ 28
62	Various Locations		Recreational Floodlighting	PARKS/REC			\$ 429,719	\$ -	\$ 429,719	\$ 430
63	Various Locations		Recreational Fencing	PARKS/REC			\$ 193,813	\$ -	\$ 193,813	\$ 194
64	Various Locations		Playground Equipment	PARKS/REC			\$ 300,623	\$ -	\$ 300,623	\$ 301
65	Various Locations		Spectator Bleachers	PARKS/REC			\$ 175,692	\$ -	\$ 175,692	\$ 176
66	Various Locations		Leased Bleachers	PARKS/REC			\$ -	\$ 675	\$ 675	\$ 1
67	Various Locations		Parks and Recreation Contents and Equipment	PARKS/REC			\$ -	\$ 63,254	\$ 63,254	\$ 63
69	81 (on 2008) New Lakeshore Rd HCB	New Liskeard	Quonset Hut	PARKS/REC			\$ 51,500	\$ -	\$ 51,500	\$ 52
70	Lakeshore Rd New Liskeard POJ 1P0	New Liskeard	Skateboard Park	PARKS/REC	Cement		\$ 103,000	\$ -	\$ 103,000	\$ 103
69	Montgomery Street, New Liskeard, POJ 1P0	New Liskeard	Lift Station	SEWAGE	HCB	H	\$ 437,750	\$ -	\$ 437,750	\$ 438
70	Whitehead Avenue, New Liskeard, POJ 1P0	New Liskeard	Lift Station	SEWAGE	HCB	H	\$ 1,535,194	\$ -	\$ 1,535,194	\$ 1,535
71	Cedar/Armstrong Street, New Liskeard, POJ 1P0	New Liskeard	Lift Station	SEWAGE	HCB	H	\$ 103,000	\$ -	\$ 103,000	\$ 103
#REF!	Niven Street, New Liskeard, POJ 1P0	New Liskeard	Sewage Pumphouse	SEWAGE	HCB	H	\$ 1,917,304	\$ -	\$ 1,917,304	\$ 1,917
#REF!	783465 Grey Road, Dymond, POJ 1P0	Dymond Township	Lift Station	SEWAGE	Brick	H	\$ 515,000	\$ -	\$ 515,000	\$ 515
#REF!	Farr Drive, Haileybury	Haileybury	Sanitary Lift Station	SEWAGE	HCB	H	\$ 515,000	\$ -	\$ 515,000	\$ 515
#REF!	Groom Drive, North Cobalt	North Cobalt	Sanitary Lift Station	SEWAGE	HCB	H	\$ 77,250	\$ -	\$ 77,250	\$ 77
#REF!	Station Drive, North Cobalt	North Cobalt	Sanitary Lift Station	SEWAGE	HCB	H	\$ 515,000	\$ -	\$ 515,000	\$ 515
#REF!	Browning Street, Haileybury	Haileybury	Haileybury Water Treatment Plant Low Lift Station	SEWAGE	HCB		\$ 257,500	\$ -	\$ 257,500	\$ 258
#REF!	Jaffray Street, New Liskeard	New Liskeard	Goodman Lift Station	SEWAGE	HCB		\$ 1,909,620	\$ -	\$ 1,909,620	\$ 1,910
#REF!	285 Raymond Street, Dymond, POJ 1K0	Dymond Township	Pump House #1	WATER	HCB	H	\$ 73,046	\$ -	\$ 73,046	\$ 73
#REF!	285 Raymond Street, Dymond, POJ 1K0	Dymond Township	Pump House #2	WATER	HCB	H	\$ 82,837	\$ -	\$ 82,837	\$ 83
#REF!	Proctors Road North, Cobalt	North Cobalt	Aluminum Room	WATER			\$ 27,583	\$ -	\$ 27,583	\$ 28

STATEMENT OF VALUES  
NAME OF INSURED CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER 3830299  
POLICY PERIOD July 1, 2015 TO July 1, 2016  
AS OF July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROT N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2016 PREMIUM
#REF!	Niven Street S. Haileybury	Haileybury	Water Reservoir & Pumping Station	WATER			\$ 1,287,500	\$ -	\$ 1,287,500	\$ 1,288
92	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Equipment Depot	WORKS	METAL CLAD	H	\$ 727,641	\$ 103,000	\$ 830,641	\$ 831
93	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Public Works Office	WORKS	Frame	H	\$ 196,826	\$ 20,600	\$ 217,226	\$ 217
94	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Workshop and Storage shed	WORKS	HCB	H	\$ 449,528	\$ 41,200	\$ 490,728	\$ 481
95	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Storage Garage	WORKS	WOOD	H	\$ 13,956	\$ 10,300	\$ 24,256	\$ 24
#REF!	600 View Street, Haileybury, POJ 1K0	Haileybury	Sand & Salt Shed	WORKS	Frame	H	\$ 292,182	\$ -	\$ 292,182	\$ 292
#REF!	600 View Street, Haileybury, POJ 1K0	Haileybury	Storage Shed	WORKS	WOOD	H	\$ 25,436	\$ -	\$ 25,436	\$ 25
#REF!	200 Lakeshore Road New Liskeard, POJ 1P0	New Liskeard	Garage #1 & Offices	WORKS	HCB	H	\$ 1,545,000	\$ 515,000	\$ 2,060,000	\$ 2,060
#REF!	200 Lakeshore Road, New Liskeard, POJ 1P0	New Liskeard	Works Garage #2 and #3	WORKS	STEEL ON STEEL	H	\$ 1,193,940	\$ 51,500	\$ 1,245,440	\$ 1,245
#REF!	181 Drive Inn Theatre Road, Dymond Township, POJ 1P0	Dymond Township	Salt and Sand Shed	WORKS	Frame	H	\$ 192,462	\$ -	\$ 192,462	\$ 192
#REF!	200 Lakeshore Road New Liskeard, POJ 1P0	New Liskeard	Quonset Hut	WORKS	STEEL ON STEEL	H	\$ 206,000	\$ 25,750	\$ 231,750	\$ 232
#REF!	Various Locations	Temiskaming Shores	Various Mobile Equipment	WORKS			\$ -	\$ 2,199,390	\$ 2,199,390	\$ 2,199
#REF!	Various Locations	Temiskaming Shores	Miscellaneous Tools Equipment, Materials and Supplies	WORKS			\$ -	\$ 388,375	\$ 388,375	\$ 388
#REF!	311 Farr Drive Haileybury, POJ 1K0	Haileybury	Fuel Tank	WORKS			\$ 13,792	\$ -	\$ 13,792	\$ 14
#REF!	Riverside Drive New Liskeard, POJ 1P0	New Liskeard	Fuel Tank	WORKS			\$ 55,167	\$ -	\$ 55,167	\$ 55
#REF!	200 Lakeshore Drive, New Liskeard	New Liskeard	Fuel Tank	WORKS			\$ 77,250	\$ -	\$ 77,250	\$ 77
#REF!	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Fuel Tank	WORKS			\$ 13,792	\$ -	\$ 13,792	\$ 14
#REF!	325 Farr Drive Haileybury, POJ 1K0	Haileybury	Brnze Monument - Man Rescuing Baby	GENERAL			\$ 168,826	\$ -	\$ 168,826	\$ 169
#REF!	Main Street, Haileybury, POJ 1K0	Haileybury	Charles Cobbold Farr Monument	GENERAL			\$ 22,510	\$ -	\$ 22,510	\$ 23
#REF!	883356 Highway 65 East, Dymond, POJ 1P0	Dymond Township	Statue of Cow	GENERAL			\$ 16,883	\$ -	\$ 16,883	\$ 17

STATEMENT OF VALUES  
NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER: 3630299  
POLICY PERIOD: July 1, 2015 TO July 1, 2016  
AS OF: July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROT'N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
#REF!	Dymond Township, Dymond, POJ 1P0	Dymond Township	Sign at Industrial Park	GENERAL			\$ 33,765	\$ -	\$ 33,765	\$ 34
#REF!	545 Lakeshore Drive, Haileybury, POJ 1K0	Haileybury	Fine Arts - Library/Art Gallery Haileybury	LIBRARY			\$ -	\$ 18,233	\$ 18,233	\$ 18
#REF!	545 Lakeshore Drive, Haileybury, POJ 1K0	Haileybury	Exhibition Floater	LIBRARY			\$ -	\$ -	\$ -	\$ -
116	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	2010 Wacker Neuson 550 s/n 349000132	WORKS			\$ -	\$ 56,650	\$ 56,650	\$ 57
117	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	2000 Selco Balers Bale S/n 10857962	WORKS			\$ -	\$ 154,500	\$ 154,500	\$ 155
118	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	Recycling Facility - (Parcel 24755 Section S5T, Part South 1/2 Lot 7 Concession 1, Dymond Part 1 Plan 54R-4278 (Third Party operated)	WORKS	Prefab Steel		\$ 257,500	\$ 25,000	\$ 282,500	\$ 283
119	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	New Case Model Model 721EXT Wheel Loader with Bucket S/n NDF221082	WORKS			\$ -	\$ 172,741	\$ 172,741	\$ 173
120	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	LA9E0H Sweeper/angle broom	WORKS			\$ -	\$ 16,525	\$ 16,525	\$ 17
121	Haileybury Beach	Haileybury	Granite Monument	REC	Lecturn		\$ 4,500	\$ -	\$ 4,500	\$ 5
122	Haileybury Cenolaph	Haileybury	Granite Monument	REC	Lecturn		\$ 4,500	\$ -	\$ 4,500	\$ 5
123	Little Claybait Museum	New Liskeard	Museum	REC			\$ 50,000	\$ 5,000	\$ 55,000	\$ 55
124	Highway Signs	Various Localities	3 Highway signs	WORKS	Granites		\$ 60,000	\$ -	\$ 60,000	\$ 60
125	314 Broadway, Haileybury, ON POJ 1K0	Haileybury		General			\$ 200,000	\$ -	\$ 200,000	\$ 200
<b>TOTAL SCHEDULED VALUES</b>										
A	ACCOUNTS RECEIVABLE						\$ 88,186,250	\$ 8,701,368	\$ 76,886,618	\$ 76,887
B	EXTRA EXPENSE							\$ 500,000	\$ 500,000	\$ 500
C	BUSINESS INCOME							\$ 500,000	\$ 500,000	\$ 500
D	VALUABLE PAPERS							\$ 600,000	\$ 600,000	\$ 600
F	FINE ARTS							\$ 500,000	\$ 500,000	\$ 500
G	COMPUTER EQUIPMENT / EDP / MEDIA							\$ 50,000	\$ 50,000	\$ 50
<b>TOTAL BLANKET AMOUNT</b>										
								\$ 1,000,000	\$ 1,000,000	\$ 1,000
									\$ 80,036,618	\$ 80,037

**Vehicle Premium Breakdown**  
NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES

AUTO POLICY NUMBER: 3630559  
POLICY PERIOD: July 1, 2015 to July 1, 2016  
AS OF: July 1, 2015

ITEM NO.	YEAR	MAKE / MODEL	V. I.N.	R.I.N.	VALUE	2015 RATE
<b>FIRE DEPARTMENT</b>						
1	1989	Ford Pumper 8000		A28745	>\$100,000	\$ 1,150
2	1991	Ford Van		A01376	<\$100,000	\$ 575
3	2001	International		346592	<\$100,000	\$ 575
4		GMC C70C Pumper		511460	>\$100,000	\$ 1,150
5	2008	GMC Emergency Van		402410	<\$100,000	\$ 575
6	1994	GMC Emergency Van		501680	<\$100,000	\$ 575
7	2003	Int'l Fire Truck			>\$100,000	\$ 1,150
8	2003	Commercial Pumper		L68442	>\$100,000	\$ 1,150
10	1985	Chev Pumper		109458	>\$100,000	\$ 1,150
11	2005	Chev Tahoe			<\$100,000	\$ 575
12	2005	Chev Tahoe			<\$100,000	\$ 575
13	2005	Chev Tahoe			<\$100,000	\$ 575
14	2012	Freightliner Pumper/Tanker	1GNEK13Z75R199865		>\$100,000	\$ 1,150
15	2003	Freightliner Pumper	1GNEK13Z35R203412		>\$100,000	\$ 1,150
16	2015	Freightliner Pumper	1GNEK13Z05R203125		>\$100,000	\$ 1,150
		Freightliner Pumper/Tanker	1FVHCY8SOCHBP79630		>\$100,000	\$ 1,150
		Freightliner Pumper	1FVABXAK43HL68442		>\$100,000	\$ 1,150
		Freightliner Pumper	1HTMKAZRFXH710734		>\$100,000	\$ 1,150
<b>PARKS &amp; RECREATION</b>						
1	2001	Pace Skateboard Trailer		072414	Trailer	\$ 288
2	2005	Ford F150 PU		A35221	<\$100,000	\$ 460
4	2003	GMC Pickup		241945	<\$100,000	\$ 460
5	2000	GMC PU		36867	<\$100,000	\$ 460
6	2009	Chev Silverado PU		107535	<\$100,000	\$ 460
7	2010	GMC Sierra			<\$100,000	\$ 460
8	2010	Chevrolet Silverado	1GCPCEX1AZ276401		<\$100,000	\$ 460
9	2010	Chevrolet Silverado	1GCPCEX1AZ287365		<\$100,000	\$ 460
10	2011	Chevrolet Silverado	1GCNKPEABZ366450		<\$100,000	\$ 460
11	2011	Chevrolet Silverado	1GCNKPEA6BZ358993		<\$100,000	\$ 460
12	2013	Dump Trailer	5LEB1D226D1136312		Trailer	\$ 288
13	2012	Utility Trailer	2JDUTD522A1000639		Trailer	\$ 288
<b>WORKS DEPARTMENT</b>						
1	2003	GMC Sierra PU		188767	<\$100,000	\$ 460
2	1991	Int. S/A Dump		344833	>\$100,000	\$ 863
3	1990	Int. S/A Dump		227787	>\$100,000	\$ 863
4	1999	Ford Econoline		B19402	<\$100,000	\$ 460
5	1975	Homemade utility Trailer			Trailer	\$ 288
6	1983	Homemade Trailer			Trailer	\$ 288
7	2005	Chev Silverado		310893	<\$100,000	\$ 460

**Vehicle Premium Breakdown**  
NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES

AUTO POLICY NUMBER: 3630559  
POLICY PERIOD: July 1, 2015 to July 1, 2016  
AS OF: July 1, 2015

8	2005	Chev Silverado			307453	<\$100,000	\$	460
9	2002	Chev Silverado			166615	<\$100,000	\$	460
10	1995	Int Tandem			675332	>\$100,000	\$	863
12	2000	Ford F150			B14235	<\$100,000	\$	460
15	2004	GMC Sierra Pickup			130523	<\$100,000	\$	460
16	2004	GMC Sierra Pickup			286729	<\$100,000	\$	460
17	2004	GMC Sierra Pickup			180797	<\$100,000	\$	460
18	2004	Johnston Sweeper Truck			N91783	>\$100,000	\$	863
19	2003	Mack Dump Truck			002785	>\$100,000	\$	863
20	2003	Mack Dump Truck			002790	>\$100,000	\$	863
21	2009	Kenworth Dump Truck			941373	>\$100,000	\$	863
22	2011	Kenworth Dump Truck Model #T370		2NKHLN9X8BM948254		>\$100,000	\$	863
23	2012	International		1HTWGAAAT3CJ687142	26573732	>\$100,000	\$	863
24		Toyota Rav 4 (Leased)				<\$100,000	\$	460
25	2008	GMC L5500 Topkick				<\$100,000	\$	460
26	2014	International Workstar 7600SFA		1HTGRSJT2EH758720		>\$100,000	\$	863
27	2007	Ford		1FTN524W47DA30342		<\$100,000	\$	460
28	2014	Chevrolet Equinox		2GNFLEEK5E6347628		<\$100,000	\$	460
							\$	<b>33,415</b>

**Municipal Insurance Program Renewal Proposal**

**5. CHANGES IN PREMIUM, EXPOSURE AND COVERAGE FROM EXPIRING POLICY**

Premiums for all municipalities are continuing to increase under all sections of coverage. The increases are driven by claims trending upwards. The continuous unresolved issue of Joint and Several has resulted in losses reaching the reinsurance level.

Note many municipalities are increasing their deductibles to offset the premium increases. We can provide alternative deductible options which can assist the City in reducing their Insurance costs. We suggest the Municipality consider this. Please advise if interested.

- MUNICIPAL LIABILITY**
  - Market conditions for Municipalities (Loss Trends, Joint & Several Liability) resulted in 5% increase in rates.
  
- EXCESS LIABILITY**
  - Market conditions for Municipalities (Loss Trends, Joint & Several Liability) resulted in an increase in the minimum premium requirements on both Excess layers.
  - Placed 4 transit buses that are being insured separately by the Leasing company unto the City's Excess Liability coverage, \$40,000,000 excess of \$10,000,000 underlying policy as per expiring. Please provide evidence of insurance from the primary insurer.
  
- AUTOMOBILE**
  - Vehicle rates increased by 5% due to the City's unfavorable Automobile Loss History.
  - Total Vehicle Count increased to 52 from 50
  - The following changes were made to the vehicle listing:

<b>Owned Automobile</b>	<b>Added</b>	<b>Deleted</b>
Non-Emergency < \$100,000		
Non-Emergency > \$100,000		
Fire < \$100,000		
Fire > \$100,000	1	
Police		
Trailers	1	
Unlicensed / No PD		
Ambulance		
Bus (7 or less passengers)		
Bus (more than 7 passengers)		





**Municipal Insurance Program Renewal Proposal**

**PROPERTY**

- Increased the value of all buildings, contents and equipment by 3% to reflect inflation.
- The following changes were made to the property listing:

325 Farr Drive, Haileybury, P0J 1K0	Docks & Boat Slips		Deleted as of 2014 renewal - \$1,030,879
325 Farr Drive, Haileybury, P0J 1K0	Floating Break Wall		Deleted as of 2014 renewal - \$136,372
325 Farr Drive, Haileybury, P0J 1K0	Marina Fencing		Deleted as of 2014 renewal - \$40868
199 Riverside Drive, New Liskeard, P0J 1P0	Storage Garage		Deleted as of 2014 renewal - \$17702
199 Riverside Drive, New Liskeard, P0J 1P0	Docks & Boat Slips		Deleted as of 2014 renewal - \$638262
Farr Park, Haileybury, P0J 1K0	Four (4) Baseball Dugouts	0	Deleted as of 2014 renewal - \$10927
400 Morissette Drive Drive, Haileybury, P0J 1K0	Storage Shed	0	Deleted as of 2014 renewal - \$2623
Bucke Centennial Park, North Cobalt, P0J 1K0	Picnic Shelter	0	Deleted as of 2014 renewal - \$12239
Bucke Centennial Park, North Cobalt, P0J 1K0	Wood Shed & Storage	0	Deleted as of 2014 renewal - \$6884
Bucke Centennial Park, North Cobalt, P0J 1K0	Outdoor Privy	0	Deleted as of 2014 renewal - \$1421
Murray Daniels Park, North Cobalt, P0J 1K0	Storage	0	Deleted as of 2014 renewal - \$41087
Murray Daniels Park, North Cobalt, P0J 1K0	Four (4) Baseball Dugouts	0	Deleted as of 2014 renewal - \$20434
Dymond Park, Dymond, P0J 1P0	Picnic Shelter & Washroom	0	Deleted as of 2014 renewal - \$75070
	Vrs Mobile equipment	2,135,330	Change in value
200 Lakeshore Drive, New Liskeard	Fuel Tank	75,000	Change in value
	2010 Wacker	55,000	Added July 28,2014

Municipal Insurance Program Renewal Proposal

	Neuson 550 s/n 349000132		
	2000 Selco Balers, Bale. S/n 10957962	150,000	Added July 28,2014
547 Barr Drive, New Liskeard Ontario POJ1P0	Recycling Facility - (Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278. (Third Party operated)	250,000	Added July 28,2014
	New Case Model Model 721FXT Wheel Loader with Bucket s/n NDF22106 2	167,710	Effective August 26, 2014
	LA9/EOH Sweepster angle broom	16,044	Effective August 26, 2014
South Part Lot 8, Conc 3	Farming Museum	460,000	Added May 21, 2015
314 Broadway	Matabanick Hotel (vacant)	200,000	Added June 2, 2015

**VOLUNTEER FIRE  
FIGHTERS ACCIDENT**

- The premium increased due to the number of VFFs increasing to 66.



## Municipal Insurance Program Renewal Proposal

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### 6. RECOMMENDED IMPROVEMENTS/CHANGES IN COVERAGE

#### CYBER LIABILITY

Cyber Insurance policies are there to support the Insured when your computer security system has been breached and the personal data of your residents and staff are lost. These policies cover the cost of security breach notifications, privacy liability, crisis management, public relations expenses and regulatory defence costs and penalties.

#### OWNER CONTROLLED INSURANCE PROGRAM - CONSTRUCTION PROJECTS

Municipalities build new Offices, Public Works Facilities and Community Centres to better serve their community. An important part of these projects is to ensure the proper insurance is in place to protect the Municipality and its interests.

The Owner Controlled Insurance Program is an effective way for a Municipality to have control over their construction project insurance requirements. As the Municipality is the entity organizing the insurance on the project, it can make sure the policies have the correct wording, coverage and limits. An OCIP includes: insurance requirements for the engineering and design professionals (architects, contractors etc), general liability (includes wrap-up liability), environmental and property insurance (course of construction and building materials).

BFL works with each Municipality to create an OCIP policy and risk management plan for their individual construction projects.

#### MUNICIPAL OFFICIALS' CRITICAL ILLNESS

Pays benefits to Insured Persons under the age of 70 years who suffer a "Critical Illness".

Please see Section 6 for a full breakdown of coverage and limits.

## Municipal Insurance Program Renewal Proposal

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### USERS FACILITY PROGRAM

This policy is for the Town's facilities where third parties may rent rooms for private functions and activities. An important Risk Management step is to ensure third party renters have their own insurance when using the Town's facilities. Our Users Facility Program is a "user friendly" system which gives third party renters affordable and easily accessible insurance.

This program is not a Public Entity Insurance Program and does not replace or participate with your General Insurance Program. The User Program enhances your General Insurance Program by transferring the risk. It also offers the following advantages to both the User and the Town:

- It provides the Town with direct knowledge of the insurance protection including its terms, conditions, limitations and the financial stability of the insurer without depending upon the User to find suitable insurance.
- The User is relieved of the need and difficulties of finding acceptable insurance and of providing their own Certificate of Insurance.
- It eliminates the expensive minimum premium cost to the User for "one shot" policies.
- It eliminates the need for the Town to require a Certificate of Insurance from the Users.
- It is convenient and functional to both the Town and its Users.

## Municipal Insurance Program Renewal Proposal

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### 7. COVERAGE DESCRIPTIONS

The pages that follow offer a brief description of coverages available to municipal entities, including some policy conditions, special features, and exclusions applicable to these lines of Insurance: (see Policy wording for actual conditions and exclusions).

<b>Casualty Insurance Coverage</b>	<ul style="list-style-type: none"><li>▪ Municipal General Liability Insurance</li><li>▪ Legal Expense for Statute Law (including Conflict of Interest and Wrongful Dismissal) Insurance</li><li>▪ Public Officials (Errors &amp; Omissions) Liability Insurance</li><li>▪ Municipal Employee Benefits Liability Insurance</li><li>▪ SPF 6 – Standard Non-Owned Automobile Insurance</li><li>▪ Owned Automobile Insurance (including leased vehicles)</li><li>▪ Follow Form Excess Liability Insurance</li><li>▪ Environmental Impairment Liability Insurance</li><li>▪ Crime Insurance</li></ul>
<b>Property Insurance Coverage</b>	Property Insurance – Combined Physical Damage Broad Form
<b>Accident Coverage</b>	<ul style="list-style-type: none"><li>▪ Municipal Officials' Accident Insurance</li><li>▪ Municipal Officials' Critical Illness</li><li>▪ Volunteer Fire Fighters' Accident Insurance</li></ul>
<b>Casualty Insurance Coverage (Risk Management)</b>	User Facility Program

Please refer to Summary of Proposed Coverages, Limits, Deductibles and Premiums to confirm which of the above lines of coverage are included in this premium quotation.

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### MUNICIPAL GENERAL LIABILITY INSURANCE

**Description** Pays those sums that the Insured becomes legally obligated to pay as compensatory damages because of bodily injury (including personal injury) or property damage

**Details of Coverage and Conditions**

- Liability for Bodily Injury and Property Damage
- Incidental Medical Malpractice (including use of defibrillation equipment) included to policy limit
- Contingent Employers' Liability
- Blanket Contractual Liability
- Liability under the Provincial Liquor License Act
- Personal Injury Liability
- Tenants Legal Liability
- Medical Payments
- Abuse/Molestation
- Claims settled on an occurrence basis

**Named Insured includes**

- The Public Sector Entity and all Additional Insureds named on the Policy
- Council Members
- Employees
- Volunteers
- Committee Members
- Appointees
- Statutory Officers
- Fire Fighters
- Volunteer Boards, Commissions and Committees (including their Officers, Employees, and Volunteers)

**The following lines of coverage are not insured under this section of the policy**

- Nuclear Liability
- \*Environmental Impairment Liability
- \*Errors and Omissions Liability
- \*Automobile Liability

**Municipal Insurance Program Renewal Proposal**

Those lines of coverage marked with an asterisk (\*) may be insured elsewhere under the package policy or under a separate policy. Please see Summary of Proposed Coverages, Limits, Deductibles, and Premiums to confirm whether these lines of coverage have been included in the quotation.

The following operations and activities are not insured under the policy. These operations and activities may be added to the policy by special endorsement. Please contact our office if coverage is required for any of these operations and activities:

- Aircraft / Airports / Helipads
- Electrical and / or Gas Utilities
- Hospitals
- Rodeos
- Port Authorities
- Agricultural Fairs and Exhibitions
- Demolition Derbies
- Snowmobile Races

**\*Special Extension of Coverage\***

Voluntary Compensation can be paid to employees or volunteers of the Insured who suffer an accidental bodily injury while working for the Insured, whether or not the Insured is liable for such bodily injury. This coverage will also pay Medical, Surgical, Pharmaceutical and Hospital expenses within a certain time frame following the accident causing injury.

**Voluntary Compensation – Summary of Benefits Schedule**

Loss of Life	Up to \$50,000
Temporary Total Disability	Up to \$50,000
Permanent Total Disability	Up to \$50,000
Loss or Total Irrecoverable Loss of Use of:	
Arm	Up to \$50,000
Leg	Up to \$50,000
Hand at Wrist	Up to \$40,000
Foot at Ankle	Up to \$37,500
Thumb	Up to \$12,500
Index Finger	Up to \$12,500
Other Finger	Up to \$ 7,500
Big Toe	Up to \$ 7,500
Other Toe	Up to \$ 5,000
One Eye	Up to \$25,000
Two Eyes	Up to \$50,000
Hearing in One Ear	Up to \$12,500
Hearing in Both Ears	Up to \$50,000



## Municipal Insurance Program Renewal Proposal

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### LEGAL EXPENSE FOR STATUTE LAW (Including Conflict of Interest and Wrongful Dismissal) INSURANCE

<b>Description</b>	Reimburses costs of defending Legal Proceedings against any Insured, even if any of the allegations of the action are groundless, false, or fraudulent.
<b>Legal Proceedings refer to:</b>	<ul style="list-style-type: none"><li>▪ Any actual or threatened judicial proceeding brought against the Insured concerning its legal rights, powers, privileges, immunities, duties or liabilities</li><li>▪ Any actual or threatened judicial procedure brought against the elected Municipal Official concerning the Municipal Conflict of Interest Act, when a contravention is committed through inadvertence or by reason of a bona fide error in judgment</li></ul>
<b>Extension of Coverage</b>	<ul style="list-style-type: none"><li>▪ Wrongful Dismissal extension for reimbursement of legal fees to defend wrongful dismissal actions, subject to a separate limit for any one claim</li><li>▪ Extension does not apply to Wrongful Dismissal arising from shutdown, redundancies, merger with another municipality, strike, lockout, labour dispute, or union grievance procedure</li></ul>
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Prior claims are covered, provided the Insured had no knowledge of the claim at the effective date of coverage</li><li>▪ Includes reimbursement for Inquiry, Inquest and Judicial Review</li><li>▪ Reimbursement as per Provincial guidelines</li><li>▪ Applies to both Guilty and Not Guilty verdicts (Criminal Code cases are covered for Not Guilty verdicts only)</li></ul>
<b>Exclusions</b>	<ul style="list-style-type: none"><li>▪ Where prohibited by law, Legal Proceedings arising out of contravention of the Criminal Code of Canada, the Highway Traffic Act, or the Municipal Act</li><li>▪ Legal Proceedings arising out of employment, or involving labour relations</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and any Additional Insureds named on the Policy (Wrongful Dismissal only)</li><li>▪ Council Members</li><li>▪ Employees</li><li>▪ Members of Boards, Commissions and Committees</li></ul>



## Municipal Insurance Program Renewal Proposal

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### PUBLIC OFFICIALS (ERRORS AND OMISSIONS) LIABILITY INSURANCE

<b>Description</b>	Pays those sums that the Insured becomes legally obligated to pay as compensatory damages because of "Wrongful Acts" (an actual or alleged violation of a federal, provincial or local statutes or an error, omission, misleading statement, neglect or breach of duty).
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Prior acts are covered, provided the Insured had no knowledge of the act at the effective date of coverage</li><li>▪ Extended reporting period available in the event of termination or non-renewal of the policy</li><li>▪ No retro-active date</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and all Additional Insureds named on the Policy</li><li>▪ Council Members</li><li>▪ Employees</li><li>▪ Committee Members</li><li>▪ Appointees</li><li>▪ Statutory Officers</li><li>▪ Fire Fighters</li><li>▪ Boards, Commissions and Committees (including their Officers and Employees)</li></ul>

## Municipal Insurance Program Renewal Proposal

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### MUNICIPAL EMPLOYEE BENEFITS LIABILITY

<b>Description</b>	Pays claims made by any employee or former employee due to any negligent act, error or omission of the Insured arising out of the administration of employee benefits (Group Life insurance, Group Accident and Health insurance, Pension Plans or Employee Stock Subscription Plans).
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Prior claims are covered, provided the Insured had no knowledge of the claim at the effective date of coverage</li><li>▪ Extended reporting period available in the event of termination or non-renewal of the policy</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and all Additional Insureds named on the Policy</li><li>▪ Council Members</li><li>▪ Employees</li><li>▪ Committee Members</li><li>▪ Appointees</li><li>▪ Statutory Officers</li><li>▪ Fire Fighters</li><li>▪ Boards, Commissions and Committees (including their Officers and Employees)</li></ul>

**SPF 6 – STANDARD NON-OWNED AUTOMOBILE INSURANCE**

- |                                    |  |
|------------------------------------|--|
| <b>Description</b>                 | <ul style="list-style-type: none"><li>▪ Standard Non-Owned Automobile Policy Form (S.P.F. 6)</li><li>▪ Insures against bodily injury or property damage claims arising from the use or operation of vehicles not owned by the Insured (vehicles that are leased, rented or hired for a period of 30 days or less)</li></ul>  |
| <b>Special Coverage Extensions</b> | <ul style="list-style-type: none"><li>▪ S.E.F. No. 94 – Insuring legal liability for all perils of physical damage to vehicles that are leased, rented or hired for a period of 30 days or less.</li><li>▪ S.E.F. No. 96 – Contractual Liability for Elected Officials, Board Members, Employees and Volunteers for excess liability protection over and above any primary automobile insurance, when on business of the Insured, subject to a Resolution having been passed by the Insured, thus forming a Contractual Agreement (not restricted to authorized trips and does not exclude traveling to and from work)</li></ul> |

## Municipal Insurance Program Renewal Proposal

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### OWNED AUTOMOBILE INSURANCE (Includes Leased Vehicles)

<b>Description</b>	As per Ontario Automobile Policy (O.A.P. 1) or Insured's Provincial equivalent
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Insures all vehicles owned, operated or leased by the Insured, except those vehicles leased or rented for less than 30 days (please see Non-Owned Automobile for coverage details on these vehicles)</li><li>▪ All Compulsory coverages are met or exceeded as per the legal requirements of the Insured's Province</li><li>▪ Physical Damage coverage insures for loss or damage by "All Perils" (unless specifically endorsed otherwise)</li></ul>
<b>Special Coverage Extensions</b>	<ul style="list-style-type: none"><li>▪ Automatic coverage is provided for newly acquired vehicles through the Blanket Fleet Endorsement</li><li>▪ All operators of insured vehicles are automatically covered, even if under age 25</li><li>▪ Liability for trailers, whether or not the property of the Insured</li><li>▪ Construction or maintenance equipment, whether or not attached to the insured vehicle</li><li>▪ Permission to carry explosives</li><li>▪ Permission to rent or lease</li><li>▪ Permission to carry passengers for compensation or hire</li><li>▪ Replacement cost coverage provided on all vehicles unless otherwise endorsed</li><li>▪ Only new parts and materials are used when repairs are made</li><li>▪ Non-owned equipment endorsement</li><li>▪ Freezing of Fire Fighting equipment</li></ul>

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**FOLLOW FORM EXCESS LIABILITY INSURANCE**

<b>Description</b>	This coverage provides increased limits with respect to certain Liability coverages, as specifically detailed below, so that total liability limits reach <b>\$50,000,000</b> each.
<b>Follows Form</b>	<ul style="list-style-type: none"><li>▪ Municipal General Liability</li><li>▪ Tenants Legal Liability</li><li>▪ Marina Liability (if applicable)</li><li>▪ Public Officials (Errors and Omissions) Liability</li><li>▪ Municipal Employee Benefits Liability</li><li>▪ Municipal Nursing Home and Health Care Facilities Professional Liability (if applicable)</li><li>▪ Owned Automobile Liability</li><li>▪ SPF 6 – Standard Non-Owned Automobile</li></ul>
<b>Exclusion</b>	<ul style="list-style-type: none"><li>▪ War and Civil War</li><li>▪ Radioactive Contamination</li><li>▪ Nuclear Energy</li><li>▪ Toxic Mould</li><li>▪ Absolute Pollution (Hostile Fire exception)</li><li>▪ Wrongful Dismissal / Legal Expense for Statute Law</li></ul>
<b>Endorsements</b>	<ul style="list-style-type: none"><li>▪ Service of Suit clause</li><li>▪ Several Liability clause</li><li>▪ Identification of Insurer / Action Against Insurer clause</li><li>▪ Canadian Automobile Insurance Specific Conditions endorsement</li></ul>

## Municipal Insurance Program Renewal Proposal

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### ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

<b>Description</b>	Pays on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as Claims for Bodily Injury, Property Damage or Clean-up Costs resulting from "Pollution Conditions" (discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water, including ground water, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered).
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Unknown prior impairments are covered, provided the Insured had no knowledge of the impairment at the effective date of coverage</li><li>▪ Extended reporting period available in the event of termination or non-renewal of the policy and no retro-active date.</li></ul>
<b>Key Exclusions</b>	<ul style="list-style-type: none"><li>▪ Fines or penalties</li><li>▪ Liability assumed by the Insured under any contract or agreement except any agreement with Her Majesty the Queen as represented by the Minister of the Environment, or any other agreement specifically endorsed onto the policy</li><li>▪ Intentional Non-Compliance</li><li>▪ Abandoned Properties and Acquired Properties (until reported and confirmed)</li><li>▪ Asbestos and Lead</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and Additional Insureds named on the Policy</li><li>▪ Council Members, Employees, Volunteers</li><li>▪ Committee Members, Appointees</li><li>▪ Statutory Officers, Fire Fighters</li><li>▪ Volunteer Boards, Commissions and Committees (including their Officers, Employees and Volunteers)</li></ul>

## Municipal Insurance Program Renewal Proposal

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### CRIME INSURANCE

<b>Description</b>	Insures against Employee Dishonesty, Loss of Money and Securities, and those costs associated with determining the amount of the loss. Includes the dishonest or fraudulent acts of any employees, appointed officials, Council members, or volunteers.
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Employee Dishonesty coverage limit applies on a per claim basis, regardless of the number of employees committing the dishonest act</li><li>▪ Loss of Money or Securities Inside the Premises</li><li>▪ Loss of Money or Securities Outside the Premises</li><li>▪ Money Orders and Counterfeit Paper Currency</li><li>▪ Depositors Forgery</li><li>▪ Computer Fraud</li><li>▪ Audit Expenses</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and all Additional Insureds named on the Policy</li><li>▪ Commissions, Committees, and Volunteer Boards</li></ul>

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### PROPERTY INSURANCE, INCLUDING BOILER AND MACHINERY INSURANCE

<b>Description</b>	Insures against direct physical loss of or damage to Property of Every Description. Coverage applies to all property owned by the Insured and property for which the Insured is legally liable or has agreed in advance to insure.
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Property insured against All Risks of loss or damage, including Flood and Earthquake</li><li>▪ Replacement Cost Basis of Loss Settlement applies, unless endorsed otherwise</li><li>▪ No Coinsurance Clause applies</li><li>▪ New Generation coverage (increase in the Replacement Cost of equipment when necessary to replace with newer equipment, even if it has greater capacity, processing ability or efficiency)</li><li>▪ Inflation Protection included</li><li>▪ Vacant property included</li><li>▪ Automatic coverage for additions, alterations and repairs up to \$1,000,000 in value, to be reported within 90 days for adjustment</li><li>▪ Inspections of Boilers and Refrigeration Equipment, as required by law, are provided at no additional cost</li></ul>

The following items are insured, to the Total Sum of Insurance amount listed in SUMMARY OF PROPOSED COVERAGES, LIMITS, DEDUCTIBLES, AND PREMIUMS, unless a specific sub-limit has been indicated:

- Computers / Electronic Data Processing Equipment
- Fine Arts
- Water Damage to building, contents and equipment
- Building Damage by Theft
- Debris Removal
- Increased Costs of Repairs – Laws and By-laws
- Consequential Damage – Premises Power Protection
- Removal Costs to prevent loss or damage
- Growing Plants, Trees, Shrubs or Flowers in the Open (\$10,000 limit per item, including Debris Removal)
- Personal Property of Officers and Employees (\$5,000 limit per Officer or Employee)



## Municipal Insurance Program Renewal Proposal

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### Property Excluded from Coverage

- Licensed vehicles, watercraft over 8 metres in length, or aircraft
- Bridges, dams, parking meters, power lines, fencing
- Pavement, roads, streetlights, guardrails, road signs, tunnels
- Please see the Policy Wordings for a complete description of Excluded Property.
- Please contact our office if you require a coverage quotation for any excluded items listed above.

### Perils Excluded from Coverage

- War
- Nuclear Incident
- Criminal Acts of the Insured's employees or agents
- Wear and tear
- Terrorism
- Fungi and Fungal Derivatives

### Named Insured includes

- The Public Sector Entity and all Additional Insureds named on the Policy
- Lessors, Mortgagees, and other third party interests, as requested by the Public Sector Entity, when appropriate

**Municipal Insurance Program Renewal Proposal**

**MUNICIPAL OFFICIALS' ACCIDENT INSURANCE**

**Description**

Pays benefits to Insured Persons under the age of 80 years who suffer bodily injury as a result of an accident. The policy may apply on either a "While on Municipal Business, including Travel" basis or a "24-Hour" basis, except Weekly Accident Indemnity, which applies only while traveling on business of the Public Sector Entity.

Please refer to Summary of Proposed Coverages, Limits, Deductibles, and Premiums for the Principal Sum Amount applicable to this quotation.

DESCRIPTION OF BENEFIT	MAXIMUM AMOUNT PAID	
	\$150,000 Principal Sum	\$250,000 Principal Sum
Loss of Life	\$150,000	\$250,000
Paralysis (Quadriplegia, Paraplegia, Hemiplegia)	\$300,000	\$500,000
Permanent Total Disability	\$150,000	\$250,000
Seat Belt Benefit	\$ 15,000	\$ 25,000
Hospital Indemnity (for up to 365 days per injury)	\$50.00 per day Maximum \$2,500 per month	\$83.33 per day Maximum \$2,500 per month
Spousal Benefit (Loss of Life only)	\$10,000	
Repatriation Benefit	\$15,000	
Funeral Expense Benefit	\$ 5,000	
*Education Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
*Day Care Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
Rehabilitation Benefit	\$15,000	
Occupational Training	\$15,000	
Weekly Accident Indemnity – Total Disability	\$500 per week	
Weekly Accident Indemnity – Partial Disability	\$250 per week	
**Accident Reimbursement Expense	\$10,000	
Accidental Dental Expense	\$ 2,000	
Fracture	\$ 2,500	
Complete Dislocation	\$ 1,050	
Severance of tendon or tendons	\$ 550	
Miscellaneous injuries: ruptured kidney, liver or spleen; punctured lung requiring surgery; burns requiring skin grafts, knee requiring surgery; bone operation	\$ 675	
Eyeglasses or Contact Lenses	\$ 2,000	
Family Transportation	\$15,000	
Home Alteration and/or Vehicle Modification Benefit	\$15,000	
Work Place Modification and Accommodation Benefit	\$ 5,000	
Aggregate Limit per any one accident	\$2,500,000	

\*If none of the Insured Person's children are eligible for either the Education or Day Care Benefits, \$2,500 will be paid to the Insured Person's beneficiary.

\*\*Expenses covered under this benefit include, but are not limited to: upgraded hospital accommodation; prescribed Nurse (up to \$5,000); prescription drugs, sera and vaccines; physiotherapy (up to \$25 per treatment, \$250 per accident, \$500 per policy term); ambulance services (up to \$1,000); hearing aids, crutches, splints, casts, trusses, and braces; rental of wheelchair or iron lung (up to \$5,000); and chiropractic care (up to \$25 per treatment, \$250 per accident, \$500 per policy term).



**Details of Coverage and Conditions**

In the event of accidental death of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity

**Exclusions**

- Suicide or intentionally self-inflicted injury
- Participation in a riot, insurrection, civil commotion or disturbance
- Active full-time, part-time or temporary services in the armed forces of any country
- War
- Sickness or disease
- Persons while acting in their duty as an aircraft pilot or crew member
- Experimental drugs not approved by the appropriate governing authority

**Named Insured includes all persons eligible for coverage, which the Public Sector Entity has declared to the insuring company, and for whom premium has been paid. Such persons can include, but are not limited to:**

- Active Council Members
- Directors, Trustees and Officials
- Members of Commissions, Boards, or other special units
- Other employees or volunteers of the Insured Public Sector Entity, as declared

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### MUNICIPAL OFFICIALS' CRITICAL ILLNESS INSURANCE

<b>Description</b>	Pays benefits to Insured Persons under the age of 70 years who suffer a "Critical Illness". Please refer to <b>Summary of Proposed Coverages, Limits, Deductibles, and Premiums for the Principal Sum Amount applicable to this quotation.</b>
<b>Details of Coverage and Conditions</b>	<p>In the event of a Critical Illness affecting of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity.</p> <p>Critical Illness includes: Heart Attack, Coronary Artery Bypass Surgery, Stroke, Life Threatening Cancer, Parkinson's, Alzheimer's Disease, Multiple Sclerosis, Kidney Failure, Paralysis, Blindness, Deafness, Loss of Speech, Benign Brain Tumour, Coma, Major Burns, Major Organ Transplant, Major Organ Failure Requiring Transplant, Motor Neuron Disease, subject to the policy definitions.</p>
<b>Exclusions</b>	<ul style="list-style-type: none"><li>▪ Diagnosis of Cancer within 90 days of coverage inception, including any symptoms or medical problems commenced and initiated investigations leading to the subsequent diagnosis of cancer</li><li>▪ Suicide or intentionally self-inflicted injury</li><li>▪ The use of illicit drugs</li><li>▪ Pre-existing Conditions unless if diagnosed Twenty-four (24) months after the Insured Persons effective date</li></ul>
<b>Named Insured includes</b>	All Council Members eligible for coverage, which the Public Sector Entity has declared to the insuring company, and for whom premium has been paid.

**Municipal Insurance Program Renewal Proposal**

**VOLUNTEER FIRE FIGHTERS' ACCIDENT INSURANCE**

**Description**

Pays benefits to Insured Persons under the age of 80 years who suffer bodily injury as a result of an accident. The policy applies on a "While On Duty" basis ("24-Hour" coverage is available upon request).

Please refer to Summary of Proposed Coverages, Limits, Deductibles, and Premiums for the Principal Sum Amount applicable to this quotation.

DESCRIPTION OF BENEFIT	MAXIMUM AMOUNT PAID	
	\$150,000 Principal Sum	\$250,000 Principal Sum
Loss of Life	\$150,000	\$250,000
Paralysis (Quadriplegia, Paraplegia, Hemiplegia)	\$300,000	\$500,000
Heart and Circulatory Malfunction	\$150,000	\$250,000
Permanent Total Disability	\$150,000	\$250,000
Cosmetic Disfigurement Indemnity	\$150,000	\$250,000
Infectious Disease Benefit	\$150,000	\$250,000
Seat Belt Benefit	\$ 15,000	\$25,000
Hospital Indemnity (for up to 365 days per injury)	\$50.00 per day Maximum \$2,500 per month	\$83.33 per day Maximum \$2,500 per month
Repatriation Benefit	\$10,000	
Funeral Expense Benefit	\$ 5,000	
*Education Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
*Day Care Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
Rehabilitation Benefit	\$10,000	
Occupational Training	\$10,000	
Weekly Accident Indemnity – Total Disability	\$500 per week	
Weekly Accident Indemnity – Partial Disability	\$250 per week	
Home-Maker Weekly Indemnity	\$150 per week	
**Accident Reimbursement Expense	\$10,000	
Accidental Dental Expense	\$ 2,000	
Dentures or Bridgework Benefit	\$ 500	
Fracture	\$ 2,500	
Complete Dislocation	\$ 1,050	
Severance of tendon or tendons	\$ 550	
Miscellaneous injuries: ruptured kidney, spleen or liver; punctured lung requiring surgery; burns requiring skin grafts; knees requiring surgery; bone operation	\$ 675	
Eyeglasses or Contact Lenses	\$ 200	
Family Transportation and Accommodation Benefit	\$10,000	
Home Alteration and/or Vehicle Modification Benefit	\$10,000	
Aggregate Limit per any one accident	\$2,500,000	

\*If none of the Insured Person's children are eligible for either the Education or Day Care Benefits, \$2,500 will be paid to the Insured Person's beneficiary.

\*\*Expenses covered under this benefit include, but are not limited to: upgraded hospital accommodation; prescribed Nurse (up to \$5,000); prescription drugs, sera and vaccines; physiotherapy (up to \$5,000 per policy term); ambulance services (up to \$1,000); hearing aids, crutches, splints, casts, trusses, and braces (up to \$750 per policy term); rental of wheelchair or iron lung (up to \$5,000); and chiropractic care.

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### Details of Coverage and Conditions

- All duties of the Volunteer Fire Department are covered, including meetings, training drills, parades, fundraising events, and equipment testing
- In the event of accidental death of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity

### Exclusions

- Suicide or intentionally self-inflicted injury
- War
- Participation in a riot, insurrection, civil commotion or disturbance
- Active full-time, part-time or temporary service in the Armed Forces of any country
- Sickness or disease, other than as provided under "Heart and Circulatory Malfunction Benefit" and "Infectious Disease Benefit"
- Persons while acting in their duty as an aircraft pilot or crew member
- Persons not covered under any Federal or Provincial Hospital or Medical Plan
- Experimental drugs not approved by the appropriate governing authority, or experimental medical treatments

### Named Insured includes

All active members of the volunteer fire brigade, whether or not they receive remuneration for their services, as well as individuals drafted into emergency service at the scene of a fire by the Fire Chief or Acting Fire Chief of the Insured Public Sector Entity.

#### **USERS FACILITY PROGRAM**

This program is not a Public Entity Insurance Program and does not replace or participate with your General Insurance Program. The User Program enhances your General insurance Program by transferring the risk. It also offers the following advantages to both the User and the Municipality:

- It serves as a promotion/sales tool for the Municipality to attract more Users by having insurance readily available at reasonable rates, thereby increasing revenues for the Municipality.
- It provides the Municipality with direct knowledge of the insurance protection including its terms, conditions, limitations and the financial stability of the insurer without depending upon the User to find suitable insurance.
- The User is relieved of the need and difficulties of finding acceptable insurance and of providing his own Certificate of Insurance.
- It eliminates the expensive minimum premium cost to the User for "one shot" policies.
- It eliminates the need for the Municipality to require a Certificate of Insurance from the Users.
- It is a convenient and functional to both the Municipality and its Users.

An open "Master Policy" is issued to the Tenants and/or Lessees of the Facilities, owned and/or operated by "The Corporation of the Named Municipality" c/o "The Corporation of the Named Municipality".

Coverage applies only when the Facilities are rented to and being used by the Tenants/Users/Lessees for short-term events and are specifically declared to the "Master Policy".

Tenants/Users/Lessees of the Facilities are added as "Named Insureds" to the Master Policy. The Municipality is automatically an "Additional Insured" at no charge.

A certificate of insurance can be issued to the Tenant/User/Lessee if requested

This document was issued by:

**BFL CANADA Risk and Insurance Services Inc.**

181 University Avenue, Suite 1700

Toronto, Ontario M5H 3M7

Tel: (416)599-5530 Watt: (800) 668-5901 Fax: (416) 599-5458

Website: [www.BFLCANADA.ca](http://www.BFLCANADA.ca)



**Subject:** Disposal of Surplus and Obsolete  
Assets Policy (By-law 2012-157)

**Report No.:** CS-026-2015  
**Agenda Date:** July 7, 2015

### **Attachments**

**Appendix 01:** By-law 2012-157 Section 3.4 – 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-026-2015; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-157 to reflect the changes to Section 3.3 General Provisions and 3.4 Donation or Sale of Assets for consideration at the July 7, 2015 Regular Council meeting.

### **Background**

On November 8, 2015, Council passed By-law No. 2012-157 being a Policy for the Disposal of Surplus and Obsolete Assets.

Section 3.4 Donation or Sale of Assets identifies the process used by staff to donate or sell surplus/obsolete assets.

### **Analysis**

Staff has reviewed Section 3.4 and have determined that the process to be used for donation is not the same criteria as selling an asset. Therefore some minor modifications to the section are being recommended so that it deals solely with the procedure for the sale of assets.

### **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 processes for the disposal of surplus or obsolete City assets.

## **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 3.4 of By-law No. 2012-157 Disposal of Surplus and Obsolete Assets Policy

### 3.4 Donation or Sale of Assets

- 3.4.1 Donations or sale of assets to local Area Municipalities and agencies, non-profit organizations/charitable organizations and the public will be done, where applicable, by advertised tender, request for quotation, public auction or on-line auction.
- 3.4.2 Where it is deemed appropriate, the Treasurer in consultation with the City Manager and applicable director/manager may set a reserve price for the article that is to be sold.
- In the case of disposal by tender, the reserve price shall be published and disclosed.
  - In the case of public auction, on-line auction (E-Bay, Facebook or other similar service provider) or quotation, the reserve price shall be used as an internal estimated and not disclosed.
- 3.4.3 Regardless of the advertising method utilized, adequate notice must be given to the public to ensure that the principles outlined in this policy can be reasonably achieved. Notice can be in the form of Council notice/agendas, advertisements in local or regional media or online.
- 3.4.4 The period between the notice and the disposal of the asset must be a minimum of fourteen (14) days. Notices on the City's website will be for a minimum of seven (7) calendar days.
- 3.4.5 Disposals through transfers, sales or donations will be made on an **"as is"** condition with no implied warranties or guarantees.

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

**Being a by-law to amend By-law No. 2012-157, being a  
by-law for the adoption of a Disposal of Surplus and  
Obsolete Assets Policy**

**Whereas** Section 10(2)4 of the of the Municipal Act, S.O. 2001, c.25, as amended, provides that a single-tier municipal may pass by-laws respecting the Public Assets of the municipality acquired for the purposes of exercising its authority under this or any Act;

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

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

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

**And whereas** the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-157 for the adoption of a Disposal of Surplus and Obsolete Assets Policy on November 6, 2012;

**And whereas** Council considered Administrative Report CS-026-2015 at the July 7, 2015 Regular Meeting of Council directing staff to prepare the necessary by-law to amend By-law No. 2012-157 for consideration at the July 7, 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. 2012-157 by adding Article 3.3.1 iv) as follows:

*3.3.1 General Provisions:*

*iv) Disposals through transfers, donations or sale will be made on an "as is" condition with no implied warranties or guarantees.*

2. That Council hereby amends Schedule "A" to By-law No. 2012-157 by deleting Section 3.4 in its entirety and replacing it with the following:

**3.4 Sale of Assets:**

- 3.4.1 *Sale of Assets shall be done, where applicable, by advertised tender, request for quotation, public auction or on-line auction.*
- 3.4.2 *Where it is deemed appropriate, the Treasurer in consultation with the City Manager and applicable director/manager may set a reserve price for an asset that is to be sold.*
- 3.4.3 *Regardless of the advertising method utilized, adequate notice must be given to the public to ensure that the principles outlined in this policy can be reasonable achieved. Notice can be in the form of Council notice/agendas, advertisements in local or regional media or on-line.*
- 3.4.3 *The period between the notice and the disposal of the asset must be a minimum of fourteen (14) days. Notices on the City's website will be for a minimum of seven (7) days.*
3. That is by-law shall come into effect upon its passing.
4. 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 7<sup>th</sup> day of July, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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**Subject:** Vesting of TAC Property

**Report No.:**

CS-027-2015

**Agenda Date:**

July 7, 2015

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### **Attachments**

**Appendix 01:** History of Roll 5418 030 004 13500/5418 030 004 14800

**Appendix 02:** Mapping and Details of Roll 5418 030 004 13500/5418 030 004 14800

**Appendix 03:** History of Roll 5418 030 004 14700

**Appendix 04:** Mapping and Details of Roll 5418 030 004 14700

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-027-2015;
2. That Council directs staff to proceed with the Notice of Vesting for Roll 5418 030 004 13500/5418 030 004 14800; and
3. That Council directs staff to proceed with the Notice of Vesting for Roll 5418 030 004 14700.

### **Background**

Section 5(b) of By-law 2007-045, Municipal Property Tax Policy, relates to properties that are eligible for registration should the property's taxes remain unpaid for three years. Once the properties have been registered, the property owner has one year and one day from the date of registration to pay the taxes, penalties and administration fees in full or enter into an Extension Agreement (repayment agreement). Should neither of the above options be exercised by the property owner within the prescribed time period, the City will proceed with a Sale of Land by Public Tender. If there are no successful tenders, the City has the option to write-off taxes (all or a portion thereof) as uncollectible and retender the property for sale at a lower cancellation price or proceed with a Notice of Vesting within two (2) years from the date of the unsuccessful public sale.

### **Analysis**

Roll 5418 030 004 13500/5418 030 004 14800 are located on the west side of Rorke Avenue between Blackwall Street and Russell Street (Appendix 2). The two (2) roll numbers were advertised for sale together as they are registered on the same PIN at the Land Registry Office and it was the most cost efficient way of selling the properties.

History of Roll 5418 030 004 13500/5418 030 004 14800 - TAC 2014-03 (Appendix 1).

The City is now in a position to vest the property.

Roll 5418 030 004 14700 is located on Russell Street, one lot west of Rorke Avenue (Appendix 4).

History of Roll 5418 030 004 14700 – TAC 2014-04 (Appendix 3).

The City is now in a position to vest the property.

**Community Growth and Planning Comments**

The properties are vacant, serviced with municipal water and sanitary sewer services, and front on municipally owned and maintained year round roads. The properties are designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and are zoned Highway and Service Commercial Exception 1 (HC-E1) in the Town of Haileybury Zoning By-law 85-27. In the new Zoning By-law the zoning will likely change to a neighbourhood residential use which would include a residential use up to a fourplex, and neighbourhood commercial uses such a convenience store, personal service shop, home based business, etc. Due to the past commercial activities on the property a Record of Site Condition would be required before a Building Permit could be issued.

The Community Growth and Planning Department is of the opinion that there is good potential for re-development of the property and supports the Treasurer's recommendation to vest the properties.

**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

Tax Write-Offs (as at June 25, 2015 includes 2015 taxes):

	Municipal	Education	Penalty	Other	Total
030 004 13500	\$ 734.45	\$ 398.31	\$298.56	\$103.75	\$1,535.07
030 004 14700	\$ 734.45	\$ 398.31	\$298.56	\$103.75	\$1,535.07
030 004 14800	\$ 734.41	\$ 398.31	\$324.88	\$258.14	\$1,715.74
Total	\$2,203.31	\$1,194.93	\$922.00	\$465.64	\$4,785.88

Annually the Auditor and Treasurer review tax accounts that are three (3) years in arrears and over. A decision is made with regards to taxes that are potentially uncollectible. Upon consultation with the Auditor, it was determined that the uncollectible amount was set up at December 31, 2014 for the properties was: \$1,183.00, \$1,183.00 and \$1,352.39 respectively.

The write-off of the municipal portion of the taxes including any 2015 taxes will be recognized against the Allowance for Uncollectible Tax account as opposed to the Municipal Tax Write-Off account as an expense in 2015.

The education taxes of \$1,194.93 to be written-off as uncollectible will be applied against the English Public School Board for the residential portion as they have been paid for the assessable education taxes as they were accrued throughout the years.

The total municipal portion of the write-off is \$3,590.95.

Upon vesting by the City the properties will become exempt from taxation and will no longer generate taxation revenues.

### **Alternatives**

To not vest the property was considered during 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



**History of Roll**  
**#5418 030 004 13500/5418 030 004 14800**  
**0 Blackwall Street/326 Rorke Avenue**

On June 4, 2013, a first notice letter advising of the pending registration of the property was sent to the property owner. No communication was received from the property owner.

On October 4, 2013, a final notice letter advising of the pending registration of the property was sent to the property owner. No communication was received from the property owner.

A Tax Arrears Certificate was registered against the property on February 20, 2014. First Notice of Registration was mailed on February 20, 2014 and Final Notice of Registration was mailed on December 5, 2014 as per the Tax Sale Rules and Procedures

The redemption period expired on February 21, 2015 at which time the City was able to proceed with the sale of the property by Public Tender.

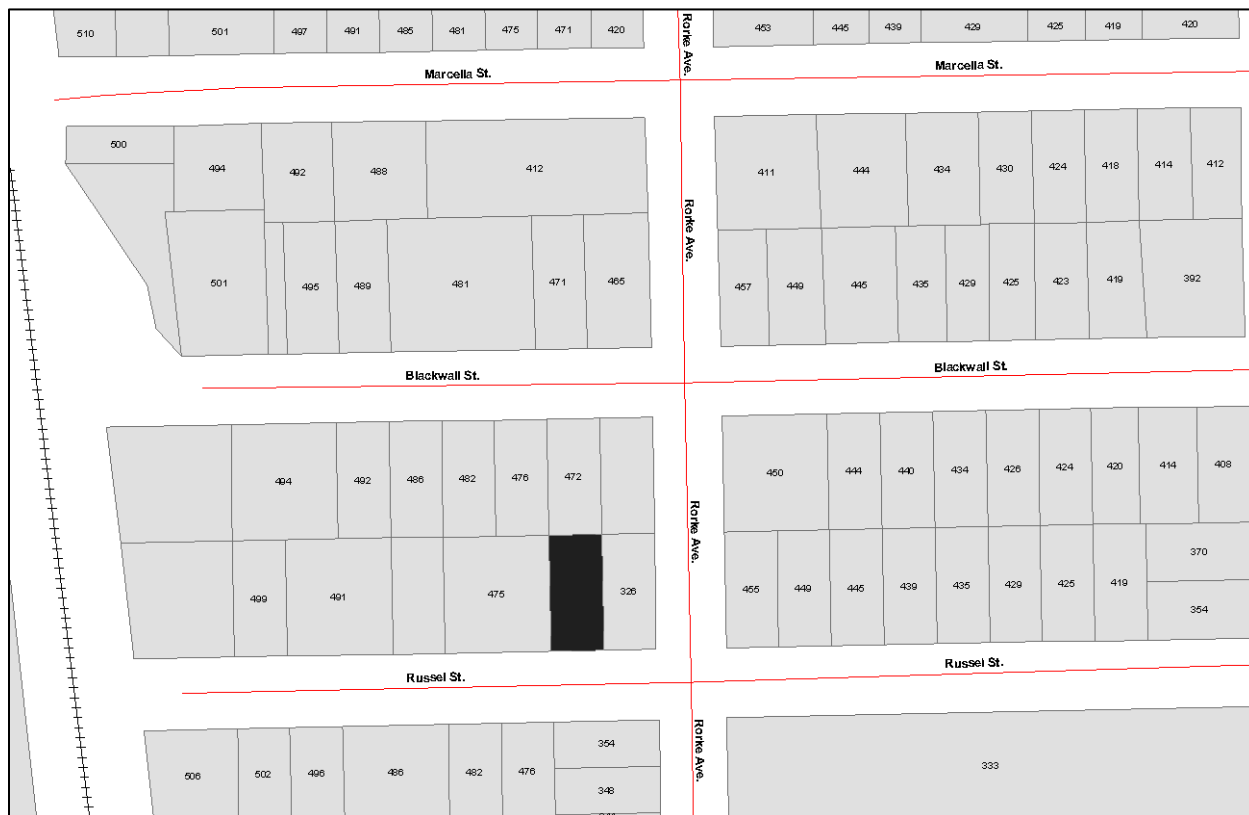
The property was tendered for Sale for four (4) consecutive weeks in the Temiskaming Speaker (May 27<sup>th</sup>, June 3<sup>rd</sup>, 10<sup>th</sup> and 17<sup>th</sup>) and once in the Ontario Gazette (June 6<sup>th</sup>) with the tenders closing on June 24<sup>th</sup>, 2015 at 3:00p.m.

The tenders were scheduled to be opened on June 24<sup>th</sup> immediately following the close of the tender period as advertised. There were no successful tenders for the property.



TAC 2014-04

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Assessment Roll No.	5418-030-004-14700
Property Location	Russell Street, one lot west of Rorke Avenue
Legal Description	Plan M46NB Lot 189 Parcel 5568NND
Size	50' Frontage, 110' Depth
Official Plan Designation	Residential Neighbourhood
Zoning	Highway and Service Commercial Exception 1 (HC-E1)
Municipal Services	Water and Sewer services are available
Access	Russell Street
Present Use	Vacant
Assessment	CXN - 11,575
Minimum Tender Amount	\$2,591.62

TAC 2014-04



**History of Roll**  
**#5418 030 004 14700**  
**0 Russell Street**

On June 4, 2013, a first notice letter advising of the pending registration of the property was sent to the property owner. No communication was received from the property owner.

On October 4, 2013, a final notice letter advising of the pending registration of the property was sent to the property owner. No communication was received from the property owner.

A Tax Arrears Certificate was registered against the property on February 20, 2014. First Notice of Registration was mailed on February 20, 2014 and Final Notice of Registration was mailed on December 5, 2014 as per the Tax Sale Rules and Procedures

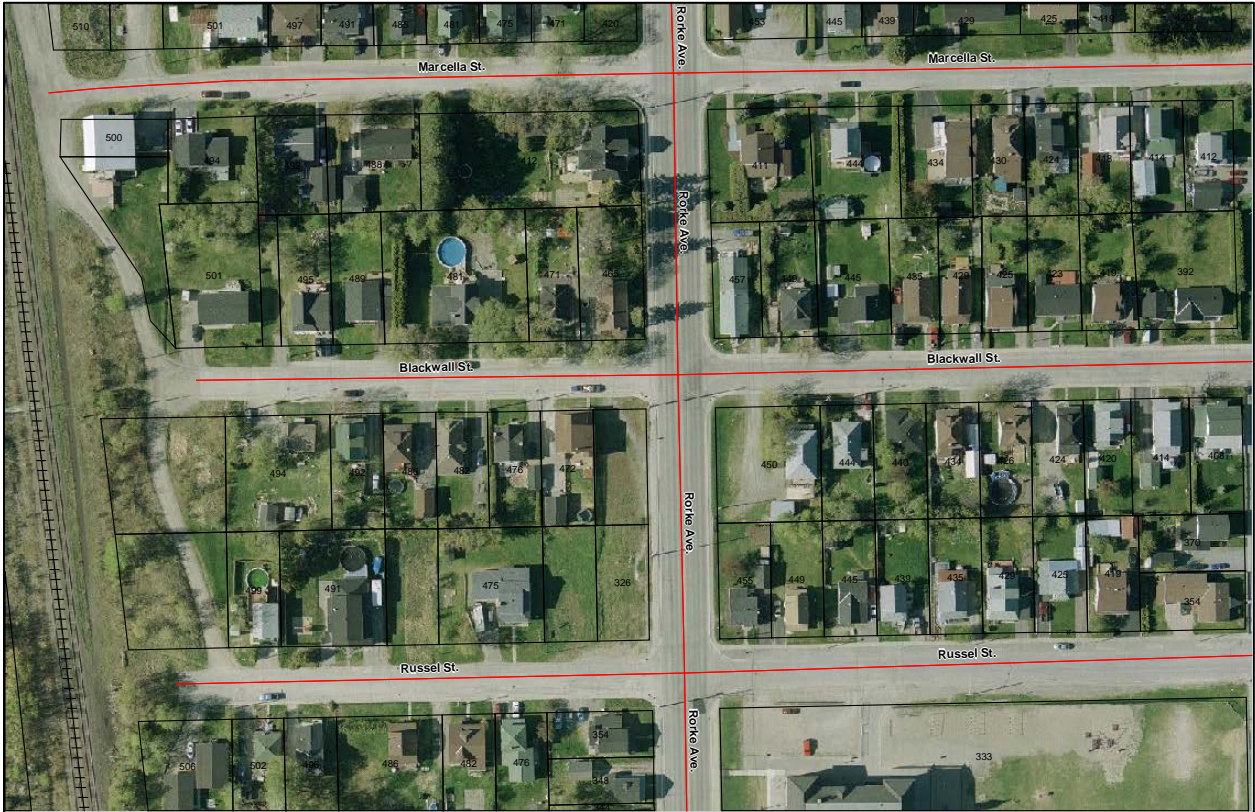
The redemption period expired on February 21, 2015 at which time the City was able to proceed with the sale of the property by Public Tender.

The property was tendered for Sale for four (4) consecutive weeks in the Temiskaming Speaker (May 27<sup>th</sup>, June 3<sup>rd</sup>, 10<sup>th</sup> and 17<sup>th</sup>) and once in the Ontario Gazette (June 6<sup>th</sup>) with the tenders closing on June 24<sup>th</sup>, 2015 at 3:00p.m.

The tenders were scheduled to be opened on June 24<sup>th</sup> immediately following the close of the tender period as advertised. There were no successful tenders for the property.



Assessment Roll No.	5418-030-004-135.00 & 5418-030-004-148.00
Property Location	West side of Rorke Avenue between Blackwall Street and Russell Street
Legal Description	Plan M46NB Lot 171 and Lot 190 Parcel 14530SST
Size	50' Frontage, 220' Depth
Official Plan Designation	Residential Neighbourhood
Zoning	Highway and Service Commercial Exception 1 (HC-E1)
Municipal Services	Water & Sewer Services are available
Access	Blackwall Street or Russell Street
Present Use	Vacant
Assessment	CXN - 23,150
Minimum Tender Amount	\$4,163.91



**THE CITY OF TEMISKAMING SHORES  
JANUARY - JUNE 2015 YEAR-TO-DATE  
CAPITAL FINANCIAL REPORT**

**Capital Financial Report  
as at June 2015  
(k\$)**

NOTE: The January - June monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2015-073 passed on April 7, 2015.

**Distribution List**

Mayor and Council	Doug Walsh, Director of Public Works
Chris Oslund, City Manager	Tammie Caldwell, Director of Leisure Services
Tim Uttley, Fire Chief	Shelly Zubyck, Director of Corporate Services
Dave Treen, Municipal Clerk	Karen Beauchamp, Director of Community Growth & Planning

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

03-Jul-15

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- 2.0 Capital Summary
  - 2.1 Analysis - General Capital
  - 2.2 General Capital Revenues & Expenditures
  - 2.3 Waterfront Development Project
  - 2.4 Environmental Capital Revenues & Expenditures
  - 2.5 Integration of New Liskeard and Dymond Water Systems



**SUMMARY - CAPITAL**  
**Revenues and Expenditures**  
**as at June 2015**

	2015 Total Budget	2015 YTD			% Change
		Actual	Total Budget	Variance B/(W)	
<b>CAPITAL</b>					
<b>Revenues</b>					
Capital - General	6,454.7	279.7	6,454.7	(6,175.0)	-95.7%
Capital - Environmental	6,151.9	836.0	6,151.9	(5,315.9)	-86.4%
<b>Total Revenues</b>	<b>12,606.6</b>	<b>1,115.7</b>	<b>12,606.6</b>	<b>(11,490.9)</b>	<b>-91.1%</b>
<b>Expenditures</b>					
Capital - General	7,498.3	1,025.2	7,498.3	6,473.1	86.3%
Capital - Environmental	6,851.0	363.7	6,851.0	6,487.3	94.7%
<b>Total Expenditures</b>	<b>14,349.3</b>	<b>1,388.9</b>	<b>14,349.3</b>	<b>12,960.4</b>	<b>90.3%</b>
<b>Net Position Capital</b>	<b>(1,742.7)</b>	<b>(273.2)</b>	<b>(1,742.7)</b>	<b>(1,469.5)</b>	<b>84.3%</b>

## **2.0 General Capital Summary**

### **2.1 Analysis**

The City of Temiskaming Shores 2015 Capital projects for both general and environmental is \$14,349.3K. The capital program is composed of \$7,498.3K of general capital and \$6,851.0K of environmental capital.

The 2015 Capital project budget consists of 38 projects, 31 in general and 7 in environmental.

#### ***General Capital Projects:***

A majority of projects are underway.

#### ***Environmental Capital Projects:***

An emergency repair on Lakeshore Road has been completed. The total costs have yet to be determined but include equipment rentals, material acquisition, road resurfacing and curb and sidewalk repairs. There is currently no capital budget allocation to fund this project.

Gray Road Lift Station - the City was unsuccessful in its application to Build Canada for funding, so the project has been put on hold.

Beach Garden Trunk Sanitary - the proponent has advised that the project is not proceeding at this time.

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
as at June 2015

Department	Project	2015			Variance B/(W)	%	G Y R		
		Total Budget	Actual	Budget					
<b>REVENUES:</b>									
	Transfer from Reserves	405.3		405.3	(405.3)				
	Accessibility Funding	50.0	50.0	50.0	0.0				
	Borrowing	2,150.6		2,150.6	(2,150.6)				
	Canadian Solar Partnership	13.6		13.6	(13.6)				
	Lighting Incentive Program	94.0		94.0	(94.0)				
	Federal Gas Tax	1,071.6		1,071.6	(1,071.6)				
	Provincial Gas Tax	357.0		357.0	(357.0)				
	Dymond Industrial Park Funding	443.5	46.2	443.5	(397.3)				
	Uno Park Bridge Funding	75.7	75.7	75.7	0.0				
	STATO Partnership	160.0		160.0	(160.0)				
	Waterfront Development Funding	1,633.4	107.8	1,633.4	(1,525.6)				
<b>Total Revenues</b>		<b>6,454.7</b>	<b>279.7</b>	<b>6,454.7</b>	<b>(6,175.0)</b>				
<b>EXPENDITURES:</b>									
<b>Corporate Services:</b>	Capital Contingency Fund	100.0	0.0	100.0	100.0				
	Computer Hardware	50.7	39.3	50.7	11.4	95%	X		
<b>Property Mtnce:</b>	NL Community Hall Heating Upgrades	20.0	0.0	20.0	20.0	25%	X		
	NL Community Hall Engineering	10.0	0.0	10.0	10.0				
	Pool Dehumidification Upgrades	25.0	6.7	25.0	18.3	100%	X		
	Hlby Station Review/Design	15.0	0.0	15.0	15.0	25%	X		
	Roofs (Dym Comm Hall/Hlby Lib)	133.0	0.0	133.0	133.0	75%	X		
	Haileybury Arena Roof Replacement	92.0	0.0	92.0	92.0	50%	X		
	Haileybury Arena Entrance Engineering	10.0	0.0	10.0	10.0				
	PFC Accessible Entrance Upgrades	125.0	1.3	125.0	123.7	50%	X		
	PW#1 Bldg Energy Upgrades	60.0	0.0	60.0	60.0	10%	X		
	NL Library Stabilization	30.0	0.0	30.0	30.0	15%	X		
<b>FEMS:</b>	Live Fire Training Facility	2.4	0.0	2.4	2.4		X		
	Firefighting Equipment	30.5	8.2	30.5	22.3	50%	X		
<b>Public Works:</b>	Dymond Industrial Park	1,699.8	261.6	1,699.8	1,438.2	30%	X		
	2015 Road Program	1,071.6	0.0	1,071.6	1,071.6	10%	X		
	Uno Park Bridge	220.0	65.5	220.0	154.5	50%	X		
	Street Light Upgrades	810.0	0.0	810.0	810.0	35%	X		
	Municipal Data Works System	25.0	0.0	25.0	25.0				
	182 Pine Street West Emergency Repair	0.0	63.8	0.0	-63.8	100%	X		
<b>Solid Waste:</b>	Landfill Site Expansion	200.0	96.4	200.0	103.6	25%	X		
<b>Transit:</b>	Bus Shelters	7.0	0.0	7.0	7.0				
	Transit Buses	478.7	0.0	478.7	478.7	75%	X		
<b>Fleet:</b>	Loader (annual capital lease payments)	36.4	18.1	36.4	18.3	100%	X		
	Pumper (annual capital lease payments)	52.8	7.4	52.8	45.4	100%	X		
	Sanders	24.0	0.0	24.0	24.0	75%	X		
	Pick Up Crew Cab	35.0	30.8	35.0	4.2	100%	X		
<b>Leisure Services:</b>	Pete's Dam Bridge	112.0	0.0	112.0	112.0	50%	X		
	PFC Weight Room Floor	24.0	0.0	24.0	24.0				
	STATO Project	160.0	0.0	160.0	160.0				
	Dymond Kinsmen Park	8.0	0.0	8.0	8.0	25%	X		
	Floor Machine	7.5	5.6	7.5	1.9	100%	X		
	Hlby Beach Mushroom	8.0	0.0	8.0	8.0				
	Waterfront Development	1,814.9	420.5	1,814.9	1,394.4		X		
<b>Total Expenditures</b>		<b>7,498.3</b>	<b>1,025.2</b>	<b>7,498.3</b>	<b>6,473.1</b>				
<b>Net Position</b>		<b>(1,043.6)</b>	<b>(745.5)</b>	<b>(1,043.6)</b>	<b>(12,648.1)</b>				

2.3

**WATERFRONT DEVELOPMENT PROJECT  
as at June 2015**

Project	Total Budget	2014 Actual	2015		Variance B/(W)	%	G	Y	R
			YTD Actual	Budget					
Waterfront Stabilization & Beautification	742.0	0.0	23.5	742.0	718.5	60%	X		
Boardwalk Demolition and Replacement (including lighting upgrades)	356.1	323.2	0.0	32.9	32.9	75%	X		
Accessible Landscaping	250.0	0.0	0.0	250.0	250.0	50%	X		
Farmer's Market	300.0	0.0	0.0	300.0	300.0				
Spurline Building Renovations	40.0	11.7	17.8	28.3	10.5	100%	X		
Bucke Park Water and Septic Upgrades	130.0	13.3	41.2	116.7	75.5	40%	X		
Professional Services (Engineering)	100.0	7.7	34.6	92.3	57.7	80%	X		
Marina Refurbishment and Electrical Upgrades	303.9	51.2	303.4	252.7	-50.7	100%	X		
<b>2,222.0</b>	<b>407.1</b>	<b>420.5</b>	<b>1,814.9</b>	<b>1,394.4</b>					

**Project Summary:**

- Waterfront Stabilization:
  - meeting with exp Services Inc. to determine options for stabilization
  - once option selected, project will be tendered for bid solicitation
  - tenders would close end of August with construction to start October
  - construction should be completed by end of 2015
  
- Boardwalk Demolition and Replacement:
  - entire boardwalk was replaced in 2014
  - bulbs for lighting upgrades have been ordered, awaiting delivery
  - installation will be completed by end of August 2015
  
- Accessible Landscaping:
  - estimates have been received, awaiting installation
  
- Farmer's Market:
  - awaiting site selection
  
- Spurline Building Renovations:
  - renovations to the washrooms have been completed
  - upgrades to the kitchen have been completed and include new appliances and venting upgrades
  - project appears to have come in under budget, will await any final invoices to determine final costs, any excess will be reallocated to another project
  
- Bucke Park Water and Septic Upgrades:
  - well has been drilled but there are issues with the water samples
  - investigating resolutions to the problem
  - no update on the septic upgrades
  
- Professional Services (Engineering):
  - engineering services for the marina & electrical upgrades has been completed
  - engineering services for the waterfront stabilization is ongoing
  
- Marina Refurbishment and Electrical Upgrades:
  - project completed which included new docks, electrical upgrades and a swipe card system at both marinas
  - the project is currently overbudget by approximately \$50.7K.
  - in 2014, a portion of this budget was reallocated to fund the boardwalk replacement as estimates had come in higher than anticipated for this component. At that time it was felt that pulling the funds from the marina component would be a viable option however, now that all work is completed we will be required to reallocate from another project area in order to remain within the overall budget envelope

## 2.4

**ENVIRONMENTAL CAPITAL**  
**Revenues & Expenditures**  
as at June 2015  
(\$K)

	2015				%	G Y R		
	Total Budget	Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>								
Public/Private Partnership	124.9	0.0	124.9	(124.9)				
Funding - Looping Project	1,199.5	836.0	1,199.5	(363.5)				
Funding - Gray Road Project	2,697.8	0.0	2,697.8	(2,697.8)				
Transfer from Reserves	2,129.7	0.0	2,129.7	(2,129.7)				
<b>Total Revenues</b>	<b>6,151.9</b>	<b>836.0</b>	<b>6,151.9</b>	<b>(5,315.9)</b>				
<b>EXPENDITURES:</b>								
Gray Road Lift Station	4,165.0	24.5	4,165.0	4,140.5	10.0%		x	
Beach Garden Trunk Sanitary	450.0	4.2	450.0	445.8				x
NL Water Supply-Dymond Link	1,634.5	22.6	1,634.5	1,611.9	25.0%	x		
Communication Upgrades NL/Dym	325.0	0.0	325.0	325.0	50.0%	x		
Vehicle Replacements	100.0	30.8	100.0	69.2	75.0%	x		
NL Reservoir Pump Upgrades	9.0	0.0	9.0	9.0		x		
Hlby WTP Roof Replacement	167.5	136.2	167.5	31.3	95.0%	x		
Rebecca Street Emergency Repairs	0.0	76.0	0.0	(76.0)	100.0%	x		
McDonough Heights Emergency Repairs	0.0	69.4	0.0	(69.4)	100.0%	x		
Lakeshore Road Emergency Repair	0.0	0.0	0.0	0.0	90.0%	x		
<b>Total Expenditures</b>	<b>6,851.0</b>	<b>363.7</b>	<b>6,851.0</b>	<b>6,601.4</b>				
<b>Net Position</b>	<b>(699.1)</b>	<b>472.3</b>	<b>(699.1)</b>	<b>(11,917.3)</b>				

2.5

**INTEGRATION OF NEW LISKEARD & DYMOND SYSTEMS  
as at June 2015**

Project	Total Budget	2014 Actual	YTD Actual	2015		Variance B/(W)	%	G	Y	R
				Budget						
Looping Project	2,171.3	62.8	22.6	1,634.5		1,611.9	25%	x		
	<b>2,171.3</b>	<b>62.8</b>	<b>22.6</b>	<b>1,634.5</b>		<b>1,611.9</b>				

The project has an overall budget of \$2,171,030 for the project which will span 2014 - 2016.

\$100,000 was budgeted in 2014 for engineering to which a total of \$62,831.36 was expended.

The City was successful in receiving funding under the Ontario Community Infrastructure Fund in the amount of \$1,520,000, 73.38% of the estimated project expenses of \$2,071,300.

**Subject:** Smoke-Free Ontario Act  
Sporting Areas and Playgrounds

**Report No.:** RS-004-2015  
**Agenda Date:** July 7, 2015

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### **Attachments**

**Appendix 01:** Smoke Free Ontario Act: Sporting Areas and Children's Playgrounds

**Appendix 02:** List of Municipal Sporting Areas and Children's Playgrounds

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-004-2015 for information purposes.

### **Background**

Council received Administrative Report RS-010-2014 at the regular meeting of Council on October 7, 2014 and passed Resolution No. 2014 -530 which reads as follows:

“Be it resolved that the Council of the City of Temiskaming shores acknowledges receipt of Administrative Report No. RS-010-2014; and

That Council approves the Regulations/Guidelines for use of the Carter Antila Memorial Skate Park and directs staff to prepare the necessary by-law for consideration at the October 7, 2014 regular Council Meeting”

This resulted in the 1<sup>st</sup> and 2<sup>nd</sup> reading of By-law No. 2014-187 being a by-law for the adoption of Regulations and Guidelines for the proper use of the Carter Antila Memorial Skate Park.

Prior to third reading of the by-law staff was directed to further research and address the ‘No Tobacco Use’ policy for municipal parks in general.

On January 7, 2015 a letter was received from Dr. Marlene Spruyt, Medical Officer of Health/Chief Executive Officer informing the municipality of the amendments to Ontario Regulation 48/06 made under the Smoke-Free Ontario Act.

### **Analysis**

The Smoke-Free Ontario Act (‘The Basics’ is attached as Appendix No. 1 to the report) prohibits smoking tobacco at publicly-owned outdoor sporting areas, spectator areas, sporting areas and public areas within 20 metres of any point of the edge of the sporting or spectator area. This applies to areas used primarily for sports, such as soccer, football, basketball, beach volleyball or skateboarding (with the exception of golf). Anyone caught smoking on or around these sporting areas may be charged with an

offence, and if convicted could face a maximum fine of \$1,000 (for a first offence) or \$5,000 (for any further offence).

Smoking is also no longer permitted on children’s playgrounds or in public spaces within 20 metres of a playground (“smoke-free areas”). A children’s playgrounds is an area primarily used for children’s recreation and equipped with children’s play equipment such as slides, swings, climbing apparatuses, splash pads, wading pools or sandboxes. Penalties are consistent with those for smoking in a sporting area.

The Smoke Free Area also includes vehicles parked in the public parking lots or on roads within the 20 metre setback.

The City is required to:

- Give notice to the public that smoking is prohibited in the smoke-free area
- Post “no smoking” signs at entrances and exits to the smoke free area, in appropriate locations and in sufficient numbers, to ensure the public is aware that smoking is not permitted
- Ensure that persons do not smoke in the smoke-free area.

The Timiskaming Health Unit has provided signage for the playground and park areas which is currently being installed. Attached as Appendix No. 2 to the report is a list of the playgrounds and sporting areas where signs will be posted.

**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 Timiskaming Health Unit has provided the signs to be posted in all required locations and they will be installed by staff as part of the 2015 operating budget.

**Alternatives**

No alternatives were considered.

**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





# Smoke-Free Ontario Act

## How the Act Affects: Sporting Areas

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### The Basics

The *Smoke-Free Ontario Act* prohibits smoking tobacco in any enclosed workplace, any enclosed public places and certain outdoor places in Ontario.

### Sporting Areas

**Starting January 1, 2015, smoking is no longer allowed at publicly-owned outdoor sporting areas, spectator areas, sporting areas and public areas within 20 metres of any point of the edge of the sporting or spectator areas.**

This applies to spaces:

- owned by the province, a municipality, colleges and universities,
- used primarily for sports, such as soccer, football, basketball, beach volleyball or skateboarding (with the exception of golf),
- open to the public whether or not a fee is charged to enter.

### Owner Responsibilities

The Act requires owners and operators of these sporting areas to ensure that smoking laws are respected. They are required to:

- Give notice to the public that smoking is not allowed in smoke-free areas.
- Post "no smoking" signs at entrances and exits to the smoke-free areas, in appropriate locations and in sufficient numbers to ensure that the public is aware that smoking is not allowed.
- Ensure that people do not smoke in the smoke-free areas.
- Ensure that someone who refuses to comply with Ontario's smoking laws does not remain in the smoke-free area.

### Enforcement

Local public health units will carry out inspections and respond to complaints regarding smoking on and around sporting areas.

## Penalties

Anyone caught smoking on or around these sporting areas may be charged with an offence, and if convicted could face a maximum fine of \$1,000 (for a first offence) or \$5,000 (for any further offence).

The owner or operator of a sporting area who fails to fulfill their responsibilities under the law may be charged with an offence, and if convicted, could face a maximum fine:

- For individuals: \$1,000 (for a first offence) or \$5,000 (for any further offence)
- For owners: \$100,000 (for a first offence) or \$300,000 (for any further offence).

This fact sheet is intended as a quick reference only and should not be considered to be legal advice. For more information, please contact your local public health unit.

You can also obtain information by calling toll-free:

- **INFOline** 1-866-532-3161
- **TTY** 1-800-387-5559

Hours of operation: Monday to Friday, 8:30 a.m. - 5:00 p.m.

For specific information on smoking laws in and around sporting areas, contact your local [Public Health Unit](#).

For more information on the *Smoke-Free Ontario Act*, please visit the Ontario Ministry of Health and Long-Term Care website: [ontario.ca/smokefree](http://ontario.ca/smokefree)



# Smoke-Free Ontario Act

## How the Act Affects: Children's Playgrounds

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### The Basics

The *Smoke-Free Ontario Act* prohibits smoking tobacco in enclosed workplaces, enclosed public places and other designated places in Ontario to protect workers and the public from second-hand smoke.

### Children's Playgrounds

**Starting January 1, 2015, smoking is no longer permitted on children's playgrounds or in public spaces within 20 metres of a playground ("smoke-free areas").**

A children's playground is:

- An area primarily used for children's recreation and equipped with children's play equipment, such as:
  - slides
  - swings
  - climbing apparatuses
  - splash pads
  - wading pools, or
  - sandboxes.
- An area that is open to the public at no cost or for a fee.

These restrictions include playgrounds at hotels, motels and inns. It does not apply to personal properties or apartment and condominium premises.

### Owner Responsibilities

It is the responsibility of the owner, operator or the person in charge of the place to ensure that smoking laws are followed.

They are required to:

- Give notice to the public that smoking is prohibited in the smoke-free area.
- Post "no smoking" signs at entrances and exits to the smoke-free area, in appropriate locations and in sufficient numbers, to ensure the public is aware that smoking is not permitted.

- Ensure that persons do not smoke in the smoke-free area.

Ensure that a person who refuses to comply with the prohibition on smoking does not remain in the smoke-free area.

## **Enforcement**

Local public health units will carry out inspections and respond to complaints regarding smoking on and around playgrounds.

## **Penalties**

An individual who breaks the law against smoking on and around playgrounds may be charged with an offence, and on conviction could be subject to a maximum fine of \$1,000 (for a first offence) or \$5,000 (for any subsequent offence).

An owner, operator or manager of a children's playground that fails to comply with their obligations under the Smoke Free Ontario Act may be charged, and if convicted, could be subject to the following maximum fines:

- For individuals: \$1,000 (for a first offence) or \$5,000 (for any further offence),
- For corporations: \$100,000 (for a first offence) or \$300,000 (for any further offence).

This fact sheet is intended as a quick reference only and should not be considered to be legal advice. For more information, please contact your local public health unit.

You may also obtain information by calling toll-free:

- **INFOline** 1-866-532-3161
- **TTY** 1-800-387-5559

Hours of operation: Monday to Friday, 8:30 a.m. - 5:00 p.m.

For specific information about how smoking laws apply to playgrounds, or on acquiring the appropriate "no smoking" signs, contact your local [Public Health Unit](#).

For more information on the *Smoke-Free Ontario Act*, please visit the Ontario Ministry of Health and Long-Term Care website: [ontario.ca/smokefree](http://ontario.ca/smokefree)

**Smoke-Free Ontario Act**  
City of Temiskaming Shores  
Identified Municipal Playgrounds and Sporting Areas

Rotary Farr Park (Ball Diamonds, Soccer Fields, 3 on 3 Basketball Court and Tennis Courts)

Shaver Park

Camsell Park

Harbourfront Park

Christian Park

Algonquin Beach Park (Ball Diamonds, Skateboard Park, Soccer Fields, Playground units, Beach Volleyball Courts)

3 on 3 Basketball Court – Waterfront Pool/Fitness Centre

Mini-Putt Playground Area

New Liskeard Lions Tennis Courts

Rebecca Street Park

Baker Street Park

New Liskeard Lions Park

Dymond Recreation Park (Ball Diamonds, and Outdoor Rink)

Dymond Firefighter's Park

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

**By-law No. 2015-145**

**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 7<sup>th</sup> day of July, 2015.

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Deputy Mayor – Mike McArthur

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Clerk – David B. Treen

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

	<u><b>Type of Sign</b></u>	<u><b>Fee Payable</b></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> ).	<b>Greater than 10 square feet in area:</b> One Hundred dollars (\$100.00) per agreement. <b>10 square feet or less in area:</b> 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.



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2015-146**  
**Being a by-law to enter into an agreement with LED**  
**Roadway Lighting Ltd. for the supply and delivery of**  
**LED Street Lighting Fixtures**

**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-040-2015 at the July 7<sup>th</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with LED Roadway Lighting Ltd. for the supply and delivery of LED Street Lights for consideration at the July 7<sup>th</sup>, 2015 Regular Council meeting;

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

1. That Council authorizes the Mayor and Clerk to enter into an agreement with LED Roadway Lighting Ltd. for the supply and delivery of LED Street Lights in the amount of \$388,886.25 plus applicable taxes and shipping costs, 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 7<sup>th</sup> day of July, 2015.

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Deputy Mayor – Mike McArthur

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Clerk – David B. Treen



Schedule "A" to

**By-law 2015-146**

Agreement between

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

and

**LED Roadway Lighting Ltd.**

for the supply and delivery of LED Street Lights

**This agreement** made in duplicate this 7<sup>th</sup> day of July, 2015.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called “the Owner”)

and

**LED Roadway Lighting Ltd.**  
(hereinafter called “the Supplier”)

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
LED Street Lighting Replacement Program  
Request for Proposal No. PW-RFP-004-2015**

- 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 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Three Hundred and Eighty-Eight Thousand – Eight Hundred and Eighty-Six Dollars and Twenty-Five Cents (\$388,886.25) plus applicable taxes and shipping costs** 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 Supplier:

**LED Roadway Lighting Ltd.**  
115 Chain Lake Drive  
Halifax, Nova Scotia  
B3S 1B3

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 )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**LED Roadway Lighting Ltd.**

\_\_\_\_\_  
President – Deus Lavoie

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Deputy Mayor – Mike McArthur

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-146**

Form of Agreement



**COPY**

LED Roadway Lighting Ltd.  
 Tel: 1-877-533-5755  
 Fax: 1-888-533-5755  
 www.ledroadwaylighting.com

Headquarters:  
 115 Chain Lake Drive, Halifax NS, Canada B3S 1B3

Manufacturing:  
 21 Tantramar Crescent, Amherst NS, Canada B4H 4S8

To: Temiskaming Shores, City of

Quotation# QUO-05082-2015-06-01-SF  
 01/06/2015

Attn: Mitch Lafreniere

REF: NXT LED fixtures for Temiskaming Shores PW-RFP-004-2015

In accordance with our Standard Terms and Conditions of Sale and the notes below, I am pleased to provide a quotation for our NXT Series LED fixtures, as per your request.

Qty	Part Number	Description	Unit Price	Extended Pricing
36	NXT-24S-0-7-2ES-3-GY-1-UL-X-2H 70W HPS Replacement	NXT 24 LEDs, 350mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$319.31	\$11,495.16
453	NXT-24S-0-7-2ES-6-GY-1-UL-X-2H 100W HPS Replacement	NXT 24 LEDs, 600mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$319.31	\$144,647.43
249	NXT-36S-0-7-2ES-5-GY-1-UL-X-2H 150W HPS Replacement	NXT 36 LEDs, 525mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$334.90	\$83,390.10
153	NXT-48M-0-7-2ES-7-GY-1-UL-X-2H 200W HPS Replacement	NXT 48 LEDs, 700mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$453.22	\$69,342.66
134	NXT-60M-0-7-2ES-6-GY-1-UL-X-2H 250W HPS Replacement	NXT 60 LEDs, 600mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$468.16	\$62,733.44
153	NXT-48M-0-7-2ES-7-GY-1-UL-X-2H 250W MV Replacement	NXT 48 LEDs, 700mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$453.22	\$69,342.66
31	NXT-60M-0-7-2ES-7-GY-1-UL-X-2H 400W MV Replacement	NXT 60 LEDs, 700mA, 120-240Vac, Gray Paint Finish RAL#7035, Type 2 ES Distribution, 5000K LEDs, ANSI C136.41 7-pin receptacle	\$468.16	\$14,512.96
1209	LRL65843-LF	Shorting Cap 120-480Vac	\$5.11	\$6,177.99
1	Shipping	Shipping (1209 Units)	\$6,045.00	\$6,045.00
			<b>TOTAL</b>	<b>\$467,687.40</b>

**Options:**

1209	LRL65223-LF	LRL 20 year design life photocell	\$28.85	\$34,879.65
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**NOTES:**

Pricing based on receiving total qty. quoted and non-cancelable PO

Deviation from total qty. and blanket PO will impact pricing

All prices are net and do not include taxes, duties, or any other surcharges (if applicable)

All prices are in **CDN** dollars

Delivery start date is approximately 6-8 weeks from date of receipt of purchase order and signed shop drawing

FOB: Destination (Temiskaming Shores ON)

**Contact :**

Sébastien Fournier, CET

(902) 450-2222 ext 447

[sfournier@ledroadwaylighting.com](mailto:sfournier@ledroadwaylighting.com)

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

**By-law No. 2015-147**

**Being a by-law to enter into a Consultant Agreement with  
EXP Services Inc. for Contract Administration and  
Construction Supervision services pertaining to linking  
of the New Liskeard and Dymond water systems**

**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-041-2015 at the July 7<sup>th</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with EXP Services for Contract Administration and Construction Supervision for the New Liskeard and Dymond water system linking project for consideration at the July 7<sup>th</sup>, 2015 Regular Council meeting;

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

1. That Council authorizes the Mayor and Clerk to enter into an agreement with EXP Services Ltd. for Contract Administration and Construction Supervision pertaining to the linking of the New Liskeard and Dymond water systems in the amount of \$100,000 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 7<sup>th</sup> day of July, 2015.

---

Deputy Mayor - Mike McArthur

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Clerk – David B. Treen



Schedule "A" to

**By-law 2015-147**

Agreement between

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

and

**EXP Services Ltd.**

for Contract Administration and Construction Supervision  
pertaining to the linking of the New Liskeard and Dymond Water  
Systems

## CONSULTANT AGREEMENT

**THIS AGREEMENT** ("Agreement"), effective the **day of June, 2015**, is made between the Corporation of the City of Temiskaming Shores, incorporated pursuant to the laws of Ontario with an office in Haileybury, Ontario ("Owner") and **exp Services Inc**, incorporated pursuant to the laws of Canada with an office in New Liskeard, Ontario ("exp").

**WHEREAS** Owner issued a request to **exp Services Inc** to provide engineering services for Contract Administration and Construction Supervision services pertaining to linking of the New Liskeard and Dymond water systems referred to as the Emergency Water Distribution System Linking, Phase 1, ("Project").

**WHEREAS** Owner wishes to retain the Consultant to provide certain consulting services described herein and the Consultant wishes to provide the services to the Owner, on the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

### 1. SERVICES

The Owner retains the Consultant to provide the services set out in Schedule A ("Services") in accordance with the terms of this Agreement.

### 2. REMUNERATION

In consideration of the provision of the Services by the Consultant, the Owner agrees to pay the Consultant the amount set forth in Schedule B ("Fees").

The Owner may from time to time request changes in the scope of the Services. Where in the opinion of the Consultant or the Owner, such changes will involve any increase or decrease in the Fees, such increase or decrease shall be mutually agreed upon in writing between the Owner and the Consultant prior to the Consultant undertaking any such work.

The Consultant shall submit progress invoices on a monthly basis. The Owner shall notify the Consultant within seven (7) days receipt of the invoice if it disputes any portion of the invoice. The Owner shall pay the undisputed portion of each invoice submitted to it within thirty (30) days of receipt. If the invoice is not paid within thirty (30) days, interest shall accrue on any overdue amounts at a rate of 1% per month, (12%) per year.

### 3. RELATIONSHIP OF THE PARTIES

In providing the Services, the Consultant shall act as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Consultant nor any of its directors, officers, employees or agents shall be construed as agents or employees of the Owner.

### 4. PERMITS, UTILITIES AND ACCESS

The Owner shall apply for and obtain all required permits and licenses required for the Project unless provided otherwise in the Consultant's proposal. The Owner shall provide the Consultant with the available location of all underground utilities and structures in the vicinity of the work area. The Consultant and Owner shall use their best efforts and due diligence to allow the Services to be completed which includes, but not limited to, providing access to the work site and conducting work underground.

**5. STANDARD OF CARE**

The Consultant shall perform the Services with a level of skill and care consistent with the procedures, protocols and practices generally accepted in the Consultant's profession for use by practitioners in similar engagements. The Consultant will use commercially reasonable efforts to provide the Services in accordance with all relevant local, provincial and federal laws, regulations, codes, guidelines and standards that are applicable at the time the Consultant provides the Services, and shall not be liable to the Owner for failure to do so unless such noncompliance is due to the negligence or willful misconduct of the Consultant.

Employees or other persons retained by the Consultant to perform the Services will have the necessary skills, training and qualifications to provide the Services in accordance with the provisions of this Agreement.

The Consultant has the power and authority to enter into and carry out all of its obligations under this Agreement.

**6. OWNERSHIP AND INTELLECTUAL PROPERTY**

All information, material and Intellectual Property Rights, as defined herein, acquired, developed or prepared by the Consultant pursuant to this Agreement shall be the sole and exclusive property of the Owner upon full payment of the Services performed. The Owner releases the Consultant from liability and agrees to defend, indemnify, protect and hold harmless the Consultant from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. "Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the rights, trade secrets, rights in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

**7. CONFIDENTIALITY**

The Consultant shall use reasonable efforts to maintain confidential and secure, all material, information and documentation provided to the Consultant, whether obtained directly or indirectly from the Owner, or belonging to the Owner and in the possession or under the control of the Consultant pursuant to this Agreement. Such confidentiality obligation shall not apply if such material, information or documentation is within the public domain, previously known to the Consultant, obtained from third parties without violating any confidential agreement or required to be produced by the Consultant pursuant to any law or court order. In the event that any material, information or documentation is required by the Consultant as stated above, the Consultant shall promptly give notice to the Owner.

**8. REPORTS**

The Owner agrees that any use of or reliance upon any report prepared by the Consultant or its subconsultants (collectively "Report") by a third party are the responsibility of the third party. The Consultant accepts no responsibility for any damages that may be suffered by the third party as a result of decisions made or action taken based upon the Report.

The Owner agrees that the Report is prepared for the account and benefit of the Owner and that the material in the Report will reflect the Consultant's best judgment in light of the information made available to it by the Owner at the time of the preparation of the Report.

The Consultant shall not be liable for the consequences of any amendments, revisions, modifications or alterations made by the Owner to the Report without the consent of the Consultant.

## 9. INDEMNIFICATION

The Owner agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Project, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Consultant or those for whom it is responsible at law.

The Consultant agrees to indemnify and hold harmless the Owner, its officers, directors, employees and agents against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Owner or those for whom it is responsible at law.

The Consultant shall have no liability for the activities of any contractor, subcontractor, supplier or their respective employees or agents on the Project unless retained by the Consultant.

In no event will either party be liable to the other for such other party's loss of profit and lost revenues or for any special, indirect, incidental or consequential damages arising out of this agreement.

## 10. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Owner and Consultant, the parties agree, to the fullest extent permitted by law, to limit the aggregate liability of Consultant, its parent, affiliates and subcontractors, and their respective directors, officers, employees and agents, to \$50,000 or the remuneration for the Services, whichever is greater. This limitation of liability shall apply to all suits, claims, actions, losses, costs and damages of any nature, including but not limited to legal fees and expenses, arising from or related to this Agreement without regard to the legal theory under which such liability is imposed.

## 11. ENVIRONMENTAL CONDITIONS

The Owner shall be responsible for the environmental condition of the Project. The Owner shall be responsible for and promptly pay for the removal and lawful disposal of contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the Project shall result in the issuance of a change order to the extent that the Services are impacted.

## 12. FORCE MAJEURE

Notwithstanding any other provision in this Agreement, failure or delay in performance by either party of any term of this Agreement shall be excused to the extent caused by an event beyond such party's reasonable control, provided the party: (i) notifies the other in writing as soon as reasonably possible; (ii) provides reasonable detail of the commencement and nature of such a cause; and (iii) uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

## 13. INSURANCE

The Consultant shall maintain the following insurance policies for the duration of the Agreement:  
**Professional Liability Insurance** - for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of \$1,000,000 per claim and in the aggregate;

**Commercial General Liability Insurance** – in the amount of \$1,000,000 per occurrence and in the aggregate.

The Owner shall be named as an additional insured on the Commercial General Liability Insurance policy as its interest may appear.

**14. DISPUTES**

Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: (i) by negotiation between the technical and contractual personnel for each party; (ii) by negotiation between executive management of each party; (iii) by mediation; (iv) by arbitration if both parties agree; and (v) through the courts in the jurisdiction where the Project is located.

**15. TERMINATION**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by the Owner and the Consultant, termination shall be effective immediately on notice being received if termination is made by one party where the other party is in material breach of its obligations in this Agreement and otherwise thirty (30) days from receipt of the notice. The Owner shall compensate the Consultant for work properly performed (including demobilization) and reasonable expenditures incurred in connection with this Agreement up to and including the date of any such termination.

**16. NOTICES**

Any notice or other communication required to be given under the Agreement shall be in writing and delivered by courier, fax, email or registered mail, addressed as follows:

If to Owner:

**The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario. P0J 1K0  
Mr. Doug Walsh, CET, Director of Public Works**

If to Consultant:

**Exp Services Inc..  
P. O. Box 1208, 9 Wellington Street  
New Liskeard, Ontario. P0J 1P0  
Attention: Mr. Nolan Dombroski, P. Eng.**

If delivered by courier, fax or email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day). If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this section. A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

**17. MISCELLANEOUS**

Neither party shall assign its interest in this Agreement without the written consent of the other.

No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

This Agreement includes the attached Schedules A and B embodies the entire agreement with regard to the Services. This Agreement supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both parties.

The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

All representations, warranties and covenants of the Consultant and the Owner including any indemnity, shall survive indefinitely the termination of this Agreement.

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project is located.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**CORPORATION OF THE CITY OF TEMISKAMING SHORES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation

**exp SERVICES INC.**

By:  \_\_\_\_\_  
Nolan Dombroski, P.Eng.

Title: Infrastructure Manager

I have authority to bind the Corporation

**SCHEDULE A**

The scope of work to be provided by exp Services is provided in Cost Estimate Letter dated June 16, 2015 attached hereto as Schedule A.



## SCHEDULE A



June 16, 2015

Doug Walsh, Director of Public Works,  
The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario.  
P0J 1K0

Dear Sir:

**RE: City of Temiskaming Shores Temiskaming Shores  
Emergency Water Distribution System Linking, Phase 1  
Exp Project No.: NWL-01401014**

---

As requested by the City of Temiskaming Shores, exp Services Inc. would be pleased to provide Contract Administration and Construction Supervision Services for the Emergency Water Distribution System Linking, Phase 1 for the lump sum price of \$100,000.00 plus HST. The breakdown of services included in this price are as follows:

- Junior inspector 1500 hours @ \$50/hr
- Project Management 100 hours @ \$100/hr
- Vehicle Expenses @ \$35/day

We trust this quote is satisfactory. Should you have any questions, please feel free to contact me.

Yours truly,

exp Services Inc.

A handwritten signature in blue ink, appearing to read 'N. Dombroski', is written over the typed name.

Nolan Dombroski  
Manager, Infrastructure

**SCHEDULE B**

The work is to be completed on a Time and Materials Basis with an upset limit of \$100,000.00, excluding HST, as per attached Cost Estimate Letter dated June 16, 2015.

## SCHEDULE B



June 16, 2015

Doug Walsh, Director of Public Works,  
The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario.  
P0J 1K0

Dear Sir:

**RE: City of Temiskaming Shores Temiskaming Shores  
Emergency Water Distribution System Linking, Phase 1  
Exp Project No.: NWL-01401014**

---

As requested by the City of Temiskaming Shores, exp Services Inc. would be pleased to provide Contract Administration and Construction Supervision Services for the Emergency Water Distribution System Linking, Phase 1 for the lump sum price of \$100,000.00 plus HST. The breakdown of services included in this price are as follows:

- Junior inspector 1500 hours @ \$50/hr
- Project Management 100 hours @ \$100/hr
- Vehicle Expenses @ \$35/day

We trust this quote is satisfactory. Should you have any questions, please feel free to contact me.

Yours truly,

exp Services Inc.

A handwritten signature in blue ink, appearing to read 'Nolan Dombroski', is written over the printed name.

Nolan Dombroski  
Manager, Infrastructure

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

**By-law No. 2015-148**

**Being a by-law to enter into an agreement with Cambium Inc. for the completion of a Geotechnical Investigation at the Temiskaming Shores Public Library – New Liskeard Branch**

**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-042-2015 at the July 7<sup>th</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Cambium Inc. for the completion of a Geotechnical Investigation at the New Liskeard Branch Library for consideration at the July 7<sup>th</sup>, 2015 Regular Council meeting;

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

1. That Council authorizes the Mayor and Clerk to enter into an agreement with Cambium Inc. for the completion of a Geotechnical Investigation at the New Liskeard Branch Library in the amount of \$7,515 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 7<sup>th</sup> day of July, 2015.

---

Deputy Mayor – Mike McArthur

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-148**

Agreement between

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

and

**Cambium Inc.**

for the completion of a Geotechnical Investigation at the  
New Liskeard Branch Library

**This agreement** made in duplicate this 7<sup>th</sup> day of July, 2015.

Between:

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

and

**Cambium 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  
Geotechnical Investigation – New Liskeard Library  
Request for Proposal No. PW-RFP-005-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Seven Thousand, Five Hundred and Fifteen Dollars and Zero Cents (\$7,515.00) 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:

**Cambium Inc.**  
P.O. Box 325  
701 The Queensway  
Peterborough, Ontario  
K9J 7J6

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 )

**Cambium Inc.**

\_\_\_\_\_  
Senior Project Manager – Stuart E. Baird

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Deputy Mayor – Mike McArthur

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-148**

Form of Agreement





**City of Temiskaming Shores**  
**PW-RFP-005-2015**  
Geotechnical Investigation – NL Library

PW-RFP-005-2015

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Cambium Inc.  
(Registered Company Name/Individuals Name)

Of, 701 The Queensway, Units 5&6, K9J 7J6  
(Registered Address and Postal Code)

Business:

Phone Number ( 705 ) - 741-4109

Fax Number ( 705 ) - 742-7907

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Lump sum price before HST

\$ 7,515.00



**City of Temiskaming Shores**  
**PW-RFP-005-2015**  
Geotechnical Investigation – NL Library

**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:

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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, Peterborough this 23rd day of June, 2015.

FIRM NAME: Cambium Inc.

BIDDER'S AUTHORIZED OFFICIAL: Stuart E. Baird, P.Eng

TITLE: Senior Project Manager

SIGNATURE: 



**City of Temiskaming Shores**  
**PW-RFP-005-2015**  
Geotechnical Investigation – NL Library

**NON COLLUSION AFFIDAVIT**

I/ We Stuart E. Baird the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed



Company Name

Cambium Inc.

Title

Senior Project Manager



Environmental

Planning

Geotechnical

Material Testing

Building Sciences

**CONTACT US:**

**Telephone**

(866) 217 7900

(705) 742 7900

**Facsimile**

(705) 742 7907

**Website**

[www.cambium-env.com](http://www.cambium-env.com)

**PETERBOROUGH:**

**Head Office**

P.O. Box 325

52 Hunter Street East

Peterborough, Ontario

K9H 1G5

**Material Testing Laboratory**

P.O. Box 325

701 The Queensway

Peterborough Ontario

K9J 7J6

**BARRIE:**

**Office**

P.O. Box 31035

Barrie, Ontario

L4N 9H0



June 23, 2015

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

Attn: Dave Treen,  
Municipal Clerk

**Re: Request for Quote – Geotechnical Investigation  
PW-RFP-005-2015 Geotechnical Investigation – New Liskeard Library  
Cambium Reference: 4184-P**

---

Dear Mr. Treen,

Please find attached our quote to complete a geotechnical investigation at the above-noted site in support of the concerns regarding the structural stability of soils beneath the building. We understand that the geotechnical investigation is required to confirm the existing subsurface conditions, including granular depths and groundwater elevation while also providing recommendations for foundation design, frost protection, earthquake parameters, and the suitability of soils to be reused as fill with the use of laboratory testing where required.

**CAMBIUM INC.**

Cambium is an independent, solutions-based company, offering integrated professional services designed to provide governments, corporations and individuals with innovative, sustainable answers to everyday issues. Cambium works with clients to provide solutions grounded in a sound conservation ethic, designed with leading edge technologies and tailored to reflect legislative and regulatory realities. Our philosophy is such that each client and each project deserves an effective, sustainable and affordable solution that fits.

With a staff of over sixty (60) professionals and offices in Peterborough, Oshawa, and Barrie, Cambium offers a vast range of services, including geotechnical engineering, materials testing and inspections, environmental assessments, environmental sampling/analysis, hydrogeology, drinking water and wastewater systems, waste management, environmental site management, drafting/mapping, Geographic Information Systems (GIS), and environmental planning. Cambium has a CCIL-certified materials testing laboratory located in Peterborough, Ontario, equipped to complete the laboratory analyses required for this project.

Cambium's geotechnical team has more than sixty (60) years of combined experience completing geotechnical investigations for various clients, including consulting engineering and construction firms, various levels of government, private companies, and alternative energy companies. Cambium has vast experience in undertaking field investigations to characterize subsurface conditions, involving soil and groundwater conditions, and using this information to provide



Environmental  
Planning  
Geotechnical  
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L4N 9H0



June 23, 2015

foundation design and construction recommendations for shallow and deep foundations, infrastructure improvements, retaining wall design, culvert and bridge design, pavement design and rehabilitation, and solar and wind turbine facility design.

**CAMBIUM GEOTECHNICAL TEAM**

The Cambium geotechnical team is led by **Mr. Stuart Baird, P.Eng.**, a Senior Project Manager and Cambium's senior geotechnical engineer. Mr. Baird holds a Master's degree in Geotechnical Engineering, a Master's degree in Geography-Environmental Studies, as well as a Bachelor of Applied Science degree from the University of Toronto, and is a licensed Professional Engineer in the Province of Ontario. Since 1990, Mr. Baird has provided his expertise in the fields of geotechnical engineering and environmental site assessment. Mr. Baird has conducted hundreds of geotechnical investigations, identifying subsurface conditions in order to develop geotechnical parameters for various structures including buildings, retaining walls, culverts, headwalls, infrastructure, roadways, and solar and wind farm facilities. Mr. Baird will have direct responsibility for project team communications, overall supervision of all field investigations, and will ensure completion of all activities outlined in the scope of work.

**Ms. Jennifer Wales, P.Eng.**, is a Project Manager on the Cambium geotechnical team, with a Bachelor of Science in Civil Engineering from Queen's University. Ms. Wales has completed a number of geotechnical investigations to characterize roadway subsurface conditions for infrastructure and culvert construction and pavement rehabilitation as well as providing geotechnical input for foundation design for various structures. Ms. Wales will support Mr. Baird with development of the geotechnical recommendations and preparation of the final report.

**Mr. Wayne Rayfuse, C.E.T.**, is a Senior Project Manager and Laboratory Manager with Cambium. With over 35 years of geotechnical, construction inspections, and materials testing experience, Mr. Rayfuse brings a wealth of knowledge to our geotechnical team. He has extensive experience supervising roadway and infrastructure excavation investigations as well as conducting construction inspections and materials testing.

Cambium has a number of qualified field technicians and technologists certified for soil and groundwater investigations, field testing, and sampling, with experience working at hundreds of projects across Ontario. All technicians and technologists have undergone extensive external and in-house training on supervision of excavation operations, proper sampling procedures, field observation documentation, inspections, and oral and written communication skills.

**OCCUPATIONAL HEALTH AND SAFETY**

Cambium is committed to protecting the health and safety of all employees. Protection of employees from injury or occupational disease is of paramount importance. To accomplish this, all employees are required to work in a safe manner and are responsible for reporting unsafe or unhealthy conditions to their supervisors and/or worker/management representative of the Joint



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P O Box 31035

Barrie Ontario

L4N 9H0



June 23, 2015

Health and Safety Committee. Management is responsible for ensuring that appropriate steps have been taken to control or eliminate all potential hazards and to ensure that safe and healthy work conditions are maintained throughout the Cambium's facilities. Cambium adheres to all legislative requirements including the Occupational Health and Safety Act, its regulations, and Regulations for Construction Projects, Ontario Regulation 213/91 (as amended).

Prior to initiating the work program, a site specific health and safety plan will be created, consisting of two parts.

Part I includes site location information, a map indicating the closest hospital, emergency contact numbers, hazard identification form, and a site compliance agreement form. All employees are required to participate in the safety talks and tailgate site safety meetings and they will sign their name on the site compliance agreement form within Part I of the site specific health and safety plan.

Part II of the site specific health and safety plan consists of the health and safety objectives, site access and PPE, generic field hazards and controls, emergency response and first aid procedures, preliminary incident report form, and any material safety data sheets (MSDS).

## **PROPOSED SCOPE OF WORK**

The proposed scope of work for the site investigation is outlined below and is in accordance with the requirements of the proposal and developed based on our expertise in conducting geotechnical field investigations.

### **UTILITY LOCATES, PERMITS, AND INFORMATION**

Buried utility clearances will be obtained for all borehole locations prior to undertaking field work. We will verify gas, hydro, telephone, cable locations, and any existing water and sewer pipes within the excavation vicinity using Ontario One Call services. We will apply for any necessary permits, licences and agreements required to carry out the proposed field investigation.

### **BOREHOLE INVESTIGATION**

All fieldwork will be carried out in full compliance with the proposal request, Occupational Health and Safety Act (OHSA) and regulations, and Ministry of Labour (MOL) requirements. Prior to completing the field work, a Site specific Health and Safety Plan (HASP) will be prepared.

Based on the proposed work area, a total two (2) boreholes will be advanced using a truck or track-mounted drill-rig equipped with continuous flight solid stem augers and SPT sampling equipment. The boreholes will be located within the existing site and will be advanced to a depth of 6.0 meters below ground surface or to bedrock refusal. Drilling and sampling will be conducted in accordance with ASTM D1586 procedures. A qualified Cambium technician will supervise all



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**CONTACT US:**

**Telephone**

(866) 217 7900

(705) 742 7900

**Facsimile**

(705) 742 7907

**Website**

[www.cambium-env.com](http://www.cambium-env.com)

**PETERBOROUGH:**

**Head Office**

P.O. Box 325

52 Hunter Street East

Peterborough, Ontario

K9H 1G5

**Material Testing Laboratory**

P.O. Box 325

701 The Queensway

Peterborough, Ontario

K9J 7J6

**BARRIE:**

**Office**

P.O. Box 31035

Barrie, Ontario

L4N 9H0



June 23, 2015

test excavations and will log and sample the boreholes at regular intervals. Soil samples will be recovered and retained in moisture-preserving labelled containers for subsequent review and possible laboratory testing. Samples will be retained in our storage facility for a minimum of three (3) months after completion of the project.

All boreholes will be checked for groundwater and caving prior to backfilling. Where applicable, the depth to groundwater and caving will be recorded. All boreholes and monitoring wells will be backfilled in accordance with O.Reg. 903, as amended, and the property will be reinstated to pre-existing conditions. Dependent on actual Site conditions, it is assumed that the drilling investigation may be modified, subject to approval from the Client.

At the completion of the field investigation, all borehole locations will be surveyed relative to a site benchmark to establish ground surface elevations to an accuracy of 0.01 m using a Total Station system.

**TEST PIT INVESTIGATION**

All fieldwork will be carried out in full compliance with the proposal request, Occupational Health and Safety Act (OHSA) and regulations, and Ministry of Labour (MOL) requirements. Prior to completing the field work, a Site specific Health and Safety Plan (HASP) will be prepared.

Based on the proposal requirements, four (4) test pits will be excavated; two (2) test pits along the west side of the building and two (2) test pits along the south side of building. The test pits will be excavated using a backhoe and operator provided by a local contractor. A Cambium technician will supervise the excavations and will complete Dynamic Probe Penetration testing (DPT) at all test pit locations, consisting of recording the number of blows required to drive a 19 mm diameter steel rod into the soil with an 8 kg hammer falling 750 mm. The DPT values are used to assess consistency of cohesive soils and relative density of non-cohesive materials, similar to SPT N values. The test pits will be excavated to the bottom of the existing footings with DPT testing continuing up to 1.8 mbgs. The Cambium technician will supervise all test excavations and will log and sample the test pits at regular intervals. Soil samples will be recovered and retained in moisture-preserving labelled containers for subsequent review and possible laboratory testing. Samples will be retained in our storage facility for a minimum of three (3) months after completion of the project.

All test pits will be checked for groundwater and caving prior to backfilling. Where applicable, the depth to groundwater and caving will be recorded. Dependent on actual Site conditions, it is assumed that the drilling investigation may be modified, subject to approval from the Client.

At the completion of the field investigation, all borehole locations will be surveyed relative to a site benchmark to establish ground surface elevations to an accuracy of 0.01 m.



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**CONTACT US:**

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**SOIL TESTING**

In order to determine the soil texture, classification and infiltration rate, soil laboratory analyses will be completed for representative samples from the site. The overall testing program is outlined below and includes the proposed number of tests for the entire project. The overall proposed testing program, as outlined below, will be completed at Cambium’s materials testing laboratory in Peterborough, Ontario.

Test	Standard	Number
Natural moisture content	LS-701	All
Sieve & Hydrometer	LS-702,705	2
Atterberg Limits	LS-703,704	2

**ENGINEERING ANALYSIS AND REPORT**

On completion of the site investigation and laboratory testing program, our findings will be summarized in a geotechnical report. The report will include a description of the site location and topography, a description of the subsurface borehole drilling and sampling program, a summary of subsurface conditions throughout the site, the results of the in situ and laboratory testing, a plan showing the site and the locations of the boreholes, borehole logs, and discussions and recommendations for all relevant geotechnical issues, as identified in the proposal, which include: site development design and construction procedures such as frost depth, excavation, and bedding/backfill recommendations, earthquake parameters, groundwater elevations and dewatering as well as foundation design parameters for footings, foundation walls, retaining walls, and bearing capacity.

One (1) PDF copy of the draft report will be submitted to the Client. We have allowed for two (2) hard copies and one (1) PDF copy of the final report to be submitted to the Client.

**PROJECT SCHEDULE**

Upon authorization to proceed, we will start utility locate requests and prepare the site specific health and safety plan. Considering the time frame required to obtain the utility locates we expect that we will be able to complete the borehole investigation within approximately ten (10) days after project initiation. Considering the standard turn-around time for the laboratory testing and preparation of the report, we estimate that our draft report will be submitted three (3) to four (4) weeks after authorization to proceed.

**ASSOCIATED COSTS**

The following lump sum costs are expected for the provision of the services proposed above. Please note that all costs are based on the identified scope of work to be completed and are





June 23, 2015

exclusive of applicable taxes. The costs summarized in Table 1 include all professional fees, analytical costs, subcontractor costs, equipment, consumables, communication, travel, and printing associated with each task. Although costs may vary between parts of the work program, the total collective costs for the items quoted will not be exceeded without Client authorization.

**Table 1 Work Program Costs**

<b>Service</b>	<b>Associated Cost</b>
Borehole Investigation (includes utility locates, drill rental and expenses)	\$5,700
Physical Laboratory Testing	\$595
Engineering Analysis, Drafting, Reporting Project Management	\$1,220
<b>Total Estimated Costs (excluding applicable taxes)</b>	<b>\$7,515</b>

Cambium has developed the costs presented above based upon the best information available and previous experience conducting this type of work. If these costs are anticipated to be exceeded as a result of a change in the program scope or additional services, Cambium will promptly notify the Client. For all approved additional person hours required to execute the project, the Client will be invoiced in accordance with the approved additional time and expenses.

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June 23, 2015

**CLOSING**

Please note that it is possible that unforeseen or unknown conditions or occurrences will be encountered, which could alter the services described above. If this occurs, Cambium will promptly notify and consult with the proponent, but will act based on Cambium's sole judgement where risk to Cambium personnel is involved.

**AUTHORIZATION TO PROCEED**

Following your written acceptance of the above scope of service, Cambium can begin work on the project immediately.

Cambium trusts that this proposal meets with your expectations. If you have any questions or require clarification of any aspect of this submission, please do not hesitate to contact the undersigned at (705) 742-7900 extension 332.

Cambium appreciates the opportunity to provide services for this project.

Best regards,

**CAMBIUM INC.**

Stuart Baird, P.Eng.  
Senior Project Manager

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

**By-law No. 2015-149**

**Being a by-law to enter into an agreement with Miller Paving Limited for the 2015 Roadway Surfacing Program within the City of Temiskaming Shores**

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

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

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

**Whereas** the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. PW-043-2015 at the July 7, 2015 Regular Council Meeting directing staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2015 Roadway Surfacing Program contract for consideration at the July 7, 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 for the 2015 Roadway Surfacing Program contract in the amount of \$1,042,700.00 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 7<sup>th</sup> day of July, 2015.

---

Deputy Mayor – Mike McArthur

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-149**

Agreement between

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

and

**Miller Paving Limited**

for the 2015 Roadway Surfacing Program

**This agreement** made in duplicate this 7<sup>th</sup> day of July 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 Documents entitled:

**Corporation of the City of Temiskaming Shores  
2015 Roadway Surfacing Program at various locations  
and outlined in Administrative Report No. PW-043-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Million and Forty-Two Thousand - Seven Hundred Dollars and Zero Cents (\$1,042,700.00) 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:

**Miller Paving Limited**  
P.O. Box 248  
704024 Rockley Road  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Engineer:

**The Director of Public Works**  
**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor’s Seal )  
(if applicable) )

Municipal Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Deputy Mayor – Mike McArthur

\_\_\_\_\_  
Clerk – David B. Treen

## 2015 Hardtop Maintenance Program

1. Milling and Pulverizing of approximately 1.0 kilometres of Lakeshore Road from the end of tapers at Edgewater Motel to 200 metres north of Cottage Road (including fully paved shoulders on both sides) and STATO Trail.
2. Supply, place and compact 100 mm of Granular “A” material over the pulverized area.
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface (including the reinstatement of STATO Trail) at a total cost of **\$602,500.00** plus applicable taxes.
4. Milling and Pulverizing existing asphalt surfaces of Niven Street South from Main Street to Seton Street, re-grade and place 50 mm Hot Laid Asphalt at 6.0 metres wide at a cost of approximately **\$66,500.00** plus applicable taxes.
5. Milling and Pulverizing existing asphalt surfaces of Golf Course Road from Highway 65 West to Mackey Bridge, supply, place and compact 50 mm of Granular “A” material and place two (2) 50 mm lifts of Hot Laid Asphalt at 6.0 metres wide at a cost of approximately **\$115,000.00** plus applicable taxes.
6. Removal of the north and west pedestrian paving stone crosswalks at the Ferguson Ave. and Main Street intersection and replace with Hot Laid Asphalt, c/w a 3 metre transition at a cost of approximately **\$25,000.00** plus applicable taxes.
7. Placement of RAP / Grindings on Pete’s Dam Road from Highway 65 West, westward (as previously approved) at a cost of approximately **\$60,000.00** plus applicable taxes.
8. Mill and Pave downtown New Liskeard, Armstrong Street (Bridge to Whitewood Ave.) and Whitewood Ave, (Armstrong Street to Paget Street) from curb to curb, with millings placed in the Armstrong Street laneways at a cost of approximately **\$145,000.00** plus applicable taxes.
9. Resurfacing of Rebecca Street (between Elm Street and Oak Street) re-grade and place 50 mm Hot Laid Asphalt as a result of the Emergency Sanitary Sewer Repair work completed in 2015 at an estimated cost of approximately **\$28,700.00** plus applicable taxes.



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

**By-law No. 2015-150**

**Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor Northern Ontario Pavilion at 2016 PDAC Event**

**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 correspondence from Industry Canada (FedNor) at the July 7, 2015 Regular Council meeting and agreed to consider the necessary by-law to enter into an agreement with Ministry of Industry (FedNor) for the 2016 Prospectors and Developers Association of Canada (PDAC) Convention;

**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 Canada as represented by the Ministry of Industry (FedNor) for funding assistance for the 2016 PDAC Convention, a copy 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 7<sup>th</sup> day of July, 2015.

---

Deputy Mayor – Mike McArthur

---

Clerk – David B. Treen



Schedule "A" to

**By-law No. 2015-150**

Agreement between

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

and

**Her Majesty the Queen in Right of Canada**

as represented by the Ministry of Industry (FedNor)  
for funding assistance to attend the 2016 PDAC Convention



Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Protected B

Project Number: 851-807275

THIS AGREEMENT made as of: **JUN 25 2015**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Industry  
(the "Minister")

**- AND -**

**The Corporation of the City of Temiskaming Shores**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 17, 2015, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

## **1.0 The Agreement**

### **1.1 a) The following Annexes form part of this Agreement:**

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

### **1.2 Precedence**

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

### **1.3 Headings**

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

### **1.4 Date of Acceptance**

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

**2.0 The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2015 (the "Commencement Date") and is completed on or before June 30, 2016 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

**3.0 The Contribution**

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$380,000 of the Project outlined in Annex 1, and
- b) \$380,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to April 17, 2015 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

#### **4.0 Total Canadian Government Funding**

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### **5.0 Intellectual Property**

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

#### **5.2 Copyright**

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

## **6.0 Claims and Payments**

### **6.1 Payment Procedures**

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.



## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

## 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

**7.0 Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
  
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
  
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

**9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website ([fednor.gc.ca](http://fednor.gc.ca)), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

**10.0 Official Languages**

- 10.1 In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

**11.0 Indemnification and Limitation of Liability**

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;

- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

- 11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12.0 Default and Remedies**

### **12.1 Events of Default**

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;

- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

## 12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

## 12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.



**13.0 General**

**13.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.

13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.

13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;

- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

#### **14.0 Notice**

- 14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

- 14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor  
107 Shirreff Avenue, Suite 202  
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps  
Business and Sector Development (Non-Capital)  
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

- 14.3 Any notice or correspondence to the Recipient shall be addressed to:


His Worship Carman Kidd  
Mayor  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury ON P0J 1K0

- 14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-807275


**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Industry

Per:   
Name: Aime J. Dimatteo  
Title: Director General, FedNor  
Date: JUN 25 2015

RECIPIENT

Per:  
Name: CARMAN KIDD  
Title: MAYOR  
Date: JUNE 30, 2015

Per:   
Name: DAVID B. TROEN  
Title: CLERK  
Date: JUNE 30, 2015

I/we have authority to bind The Corporation of the City of  
Temiskaming Shores

**THE PROJECT - STATEMENT OF WORK**

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

**Project Number:** 851-807275

**I. PROJECT SCOPE**

i) **Description:**  
The Corporation of the City of Temiskaming Shores is requesting \$380,000 in Northern Ontario Development Program (NODP) funding to organize the Northern Ontario Mining Showcase pavilion during the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange. PDAC will be held March 6-9, 2016, at the Metro Toronto Convention Centre.

ii) **Project Location:**  
Haileybury

iii) **Dates:**  
a) Commencement Date - September 1, 2015  
b) Completion Date - June 30, 2016

iv) **Key Workplan Activities, Timelines and Milestones:**  
Specific project activities include:

1. Hire a coordinator to develop the venue and design concept; work with PDAC staff, pavilion design team, the City of Temiskaming Shores and FedNor to adjust the pavillon setup; manage pre-event planning and on-site logistics; work with community partners to identify participants; develop and implement a promotional strategy; orient small and medium-sized enterprises (SME); manage the exhibition; develop a bilingual event program with exhibitor and partner listings and descriptions (paper and electronic versions); and provide a final evaluation.

2. Exhibit approximately 65 mining suppliers and related sectoral organizations.

A project coordinator with PDAC experience and knowledge of Northern Ontario's mining sector would be retained by the steering committee to assist in the delivery of this Northern Ontario initiative.

v) Performance Measures and Tracking Plan:

During the convention, attendee badges would be scanned and business cards collected as a means of determining the number and type of individuals and companies visiting the exhibitors. Following the event, surveys would be completed by exhibiting SMEs to track:

- number and type of participants;
- number of businesses exporting or increasing export sales;
- number of business alliances created;
- number of jobs created; and
- new markets accessed.

A summary report of the event would be completed along with a follow-up survey administered to participants.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$380,000
- Supported	\$380,000	Other Federal	\$0
- Not Supported	\$30,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$30,000
		Other	\$0
<b>Total</b>	<b>\$410,000</b>		<b>\$410,000</b>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Venue rental \$155,000 and Venue rental (by SMEs) \$30,000	\$155,000	\$30,000	\$185,000
Staging, AV, furniture, parking, Internet, etc.	\$120,000		\$120,000
Professional services	\$42,000		\$42,000
Marketing/promotion and translation	\$45,000		\$45,000
Committee travel	\$18,000		\$18,000
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$380,000</b>	<b>\$30,000</b>	<b>\$410,000</b>
<u>Ineligible Costs</u>			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$410,000</b>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.



- vii) Official Languages Obligations:  
For greater certainty, Section 10.0 includes:

(In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

## II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
  - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
  - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

## III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports;
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
  - a) a Final Results Report at project end on results achieved between the project start and end date;

- b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
- c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

**COSTING MEMORANDUM**  
**Business and Sector Development (Non-Capital)**

**1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
  - b) reasonable;
  - c) appear in the "The Project-Statement of Work";
  - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e) incurred between April 17, 2015 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 17, 2015 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Protected B

**Annex 3**

*(Insert a copy of the Recipient representation documents per section 8.0)*

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

### **By-law No. 2015-151**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 110 Roseneath Avenue - Roll Nos. 54-18-010-008-200.00 and 54-18-010-008-201.00**

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

**And whereas** the property owner has requested that the following properties be merged on title:

1. Parcel 7549SST, Plan M79NB, Lot 110;
2. Parcel 19274SST, Plan M79NB, Lot 111

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 7549 SST, Plan M-79 NB, Lot 110;
  - b) Parcel 19274 SST, Plan M-79 NB, Lot 111
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

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

**Read a first, second and third time and finally passed** this 7<sup>th</sup> day of July, 2015.

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Deputy Mayor – Mike McArthur

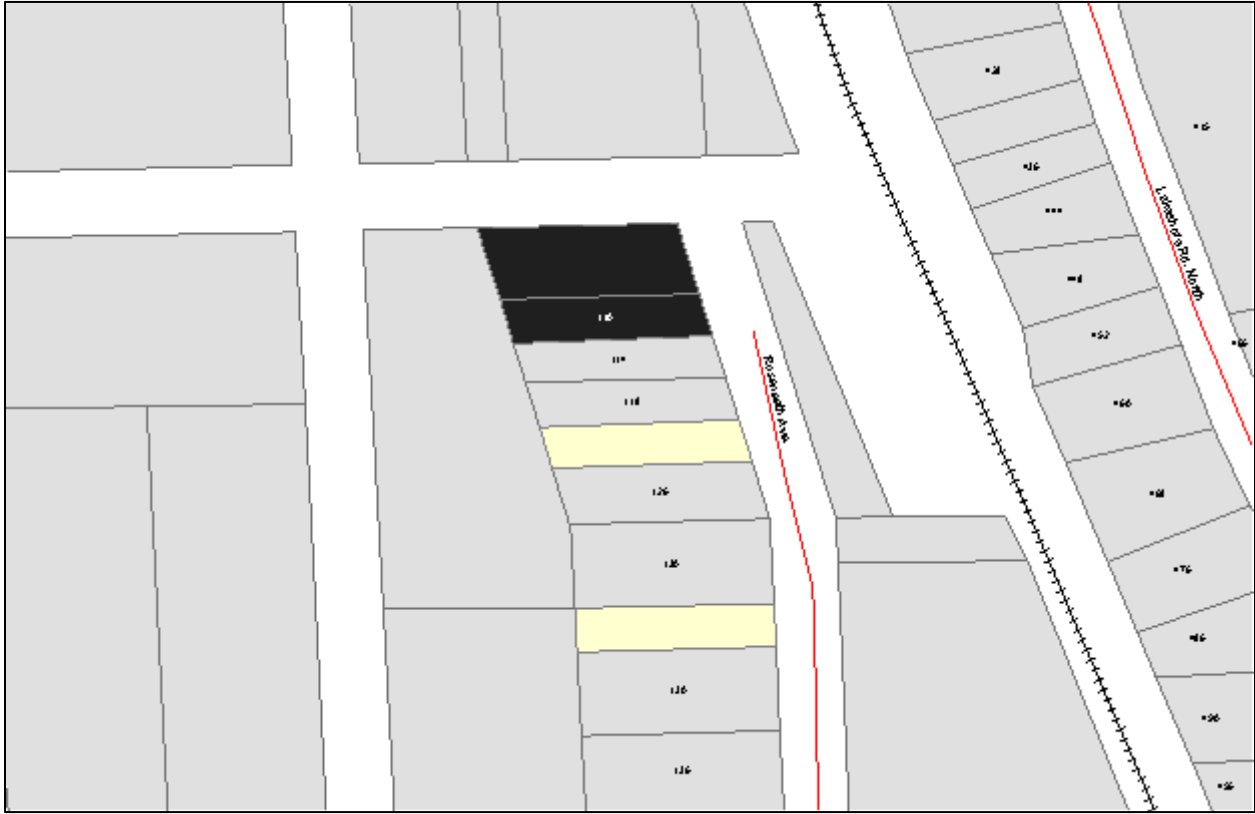
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Clerk – David B. Treen



Schedule “A”

City of Temiskaming Shores



110 Roseneath Avenue

Franklin Gagnon

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

**By-law No. 2015-152**

**Being a by-law to enter into a Municipal Insurance Agreement  
with BFL Canada Ltd., brokered by Tench-MacDiarmid  
Insurance Brokers Ltd. - July 1, 2015 to June 30, 2016**

**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-025-2015 at the July 7, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with BFL Canada Ltd.; brokered by Tench-MacDiarmid Insurance Brokers Ltd. to provide Municipal Insurance and Risk Management Services in the amount of \$330,192.52 for consideration at the July 7, 2015 Regular Council meeting;

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

1. That Council agrees to enter into a Municipal Insurance Program with BFL Canada Ltd. brokered by Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services in the amount of \$330,192.52 plus applicable taxes for a term commencing July 1, 2015 and expiring June 30, 2016, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

**Read a first, second and third time and finally passed** this 7<sup>th</sup> day of July, 2015.

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Deputy Mayor – Mike McArthur

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2015-152**

Agreement between

**City of Temiskaming Shores**

and

**BFL Canada Ltd., brokered by Tench-MacDiarmid Insurance  
Brokers Ltd.**

for Municipal Insurance and Risk Management Services

**BFL MAKES A DIFFERENCE**

**Municipal Insurance Program  
Renewal Proposal**

**Corporation of the City of Temiskaming Shores**

For the period  
July 1, 2015 to July 1, 2016



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## Municipal Insurance Program Renewal Proposal

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Page 1

### 1. INTRODUCTION

It is with pleasure that BFL CANADA presents the Corporation of the City of Temiskaming Shores with the following Municipal Insurance Program Renewal Proposal.

Please review this document carefully and contact our representative, if you have any questions or comments.

Thank you for your business. We look forward to being of further service to you.



**Municipal Insurance Program Renewal Proposal**

**2. SUMMARY OF PROPOSED COVERAGES, LIMITS, DEDUCTIBLES AND PREMIUMS**

SUMMARY OF COVERAGES	LIMITS AND DEDUCTIBLES	
<b>MUNICIPAL LIABILITY</b>	\$ 50,000,000	(no annual aggregate)
Including:		
Tenants Legal Liability		
Incidental Medical Malpractice		
Abuse/Molestation		
Third Party Deductible, including expenses	\$ 25,000	per occurrence
Sewer Back Up Deductible, including expenses	\$ 25,000	per claimant
<b>LEGAL EXPENSE FOR STATUTE LAW INCLUDING CONFLICT OF INTEREST</b>	\$ 100,000	per action
	\$ 500,000	aggregate
Deductible	NIL	
<b>WRONGFUL DISMISSAL LEGAL EXPENSE</b>	\$ 250,000	per action
	\$ 500,000	aggregate
Deductible	\$ 5,000	per action
<b>FOREST FIRE FIGHTING EXPENSE</b>	\$ 1,000,000	per occurrence
	\$ 2,000,000	aggregate
Deductible	\$ 25,000	per occurrence
<b>MEDICAL EXPENSE</b>	\$ 25,000	any one person
Deductible	\$ 2,500	per person
<b>VOLUNTARY COMPENSATION</b>	\$ 50,000	per claim
	\$ 250,000	annual aggregate
Deductible	NIL	
<b>PUBLIC OFFICIALS (ERRORS &amp; OMISSIONS) LIABILITY</b>	\$ 50,000,000	each claim
Including:		
Municipal Employee Benefits Liability		
Deductible	\$ 25,000	each claim

**Municipal Insurance Program Renewal Proposal**

SUMMARY OF COVERAGES	LIMITS AND DEDUCTIBLES	
<b>S.P.F. 6 – NON-OWNED AUTOMOBILE</b>	\$ 50,000,000	any one accident
Deductible	NIL	
SEF 94 Legal Liability for Non-Owned Vehicles	\$ 250,000	per vehicle
Deductible	\$ 1,000	per vehicle
<b>OWNED AUTOMOBILE – Third Party Liability</b>	\$ 50,000,000	per occurrence
All Perils Deductible	\$ 5,000	per vehicle
* Replacement Cost on all vehicles unless otherwise stated		
<b>ENVIROMENTAL IMPAIRMENT LIABILITY</b>	\$ 5,000,000	each loss
	\$ 5,000,000	aggregate
Deductible	\$ 25,000	each loss
* No Retro-Active Date		
<b>COMPREHENSIVE CRIME INSURANCE</b>		
Employee Dishonesty Form A	\$ 1,000,000	
Loss of Money/Security Inside the Premises	\$ 200,000	
Loss of Money/Security Outside the Premises	\$ 200,000	
Money Orders & Counterfeit Paper Currency	\$ 200,000	
Depositors Forgery	\$ 1,000,000	
Audit Expenses	\$ 200,000	
Computer Fraud	\$ 200,000	
Deductible	NIL	



**Municipal Insurance Program Renewal Proposal**

COMBINED PHYSICAL DAMAGE BROAD FORM	LIMITS AND DEDUCTIBLES	
Blanket Limit	\$	80,036,618
Property of Every Description	\$	76,886,618
Boiler & Machinery – Limit Per Accident	\$	50,000,000
Valuable Papers	\$	500,000
Business Income including Rental Income	\$	600,000
Accounts Receivable	\$	500,000
Extra Expense	\$	500,000
Media/Computers/Electronic Data Processing	\$	1,000,000
Fine Arts	\$	50,000 (\$5,000 limit per item)
Expediting Expenses	\$	500,000
Contamination – Ammonia, Hazardous Substance (including PCB)	\$	500,000
Professional Fees	\$	500,000
Pollutant Clean Up and Removal	\$	50,000
Fire Suppression System Recharge	\$	25,000
Growing Plants, Trees, Shrubs or Flowers in the Open	Included	(\$10,000 per item including debris removal)
Personal Property of Officers and Employees	Included	(\$5,000 per Officer/Employee)
Water Damage	Included	
Building Damage by Theft	Included	
Debris Removal	Included	
Increased Costs Repairs – Laws & By-Laws	Included	
Consequential Damage – Premises Power Protection	Included	
New Generation	Included	
Inflation Protection	Included	
Exhibition Form/Waterfront Sign	Included	
Deductibles	\$	5,000 per claim except
	\$	5,000 applies to Computer/EDP
	\$	5,000 applies to Fine Arts
	\$	25,000 applies to Anaerobic Digestors
	\$	5,000 applies to Pollutant Clean Up & Removal
	\$	2,500 applies to Fire Suppression System Recharge
	\$	50,000 applies to Flood
	3%	of Total Loss or \$100,000 min., whichever is greater, applies to Earthquake

**Municipal Insurance Program Renewal Proposal**

**MUNICIPAL OFFICIALS ACCIDENT**

**LIMITS AND DEDUCTIBLES**

Principal Sum \$ 250,000 applies on a 24 Hour Basis

Limits as outlined in Coverage Description

Coverage applies to 7 (Seven) Council Members and Staff Members

\*Coverage only applies to Insureds under the age of 80

**VOLUNTEER FIRE FIGHTERS' ACCIDENT**

\$ 150,000 applies on a While on Duty Basis

Weekly Indemnity Period – Total Disability

Weekly Indemnity Period – Partial Disability

Limits as outlined in Coverage Description

\*Coverage applies to all members of the Volunteer Fire Department, up to 80 years of age.

**RENEWAL PREMIUM: 2015-2016**

Annual Premium, as per preceding coverage description:	\$308,209.00
Provincial Sales Tax:	<u>\$21,983.52</u>
Total Annual Cost, including P.S.T.:	\$330,192.52

**NOTE: Limits of Liability are comprised of \$5,000,000 Primary with \$45,000,000 Excess.**

\*Policies supercede the summaries of insurance contained herein\*

## Municipal Insurance Program Renewal Proposal

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This quotation has been provided by BFL CANADA Risk and Insurance Services Inc., who is permitted to confirm coverage terms, limits, deductibles, and premiums under a binding authority agreement with the following insurance carriers:

**1) AIG Insurance Company of Canada (100%)**

Municipal General Liability, Public Officials (Errors & Omissions) Liability, Legal Expense (including Conflict of Interest and Wrongful Dismissal), Municipal Employee Benefits Liability, SPF 6 – Standard Non-Owned Automobile, Owned Automobile, Environmental Impairment Liability, Comprehensive Crime, Combined Physical Damage Broad Form, including Boiler and Machinery

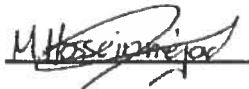
**2) Certain Underwriters at Lloyds (100%)**

Follow Form Excess Liability

**3) SSQ Insurance Company Inc.(100%)**

Municipal Officials' Accident and Volunteer Fire Fighters Accident

Authorized Signature



Mahsa Hosseinejad, BA, RIBO, CAIB  
Client Service Manager  
BFL CANADA Risk and Insurance Services Inc.

Date: June 19, 2015

## Municipal Insurance Program Renewal Proposal

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### 3. COVERAGE SUBJECTIVITIES

- |                                |  |
|--------------------------------|--|
| <b>MUNICIPAL LIABILTY</b>      | 1. Completed, dated and signed Municipal Liability application - <b>Recieved</b>   |
| <b>ENVIRONMENTAL LIABILITY</b> | 1. Completed, dated and signed AIG EIL application – <b>Recieved</b><br>2. Receipt and review of satisfactory landfill engineering including, but not limited to: landfill design specifications, leachate collection systems, landfill liner information and all annual monitoring reports conducted in the last 24 months. – <b>Received</b> |
| <b>PROPERTY</b>                | 1. Signed Property Schedule – <b>Recieved</b>  |

## Municipal Insurance Program Renewal Proposal

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### 4. PREMIUM BREAKDOWN

Please find attached the following premium breakdown:

1. Premium Breakdown per Line of Coverage
2. Property Premium Breakdown
3. Vehicle Premium Breakdown

**PREMIUM BREAKDOWN BY LINE OF COVERAGE**  
 NAME OF INSURED: City of Temiskaming Shores  
 POLICY PERIOD: July 1, 2015 to July 1, 2016

LINE OF COVERAGE	2014 Premium	2015 Premium	2015 Premium Difference
Municipal General Liability (includes Public Officials Liability, Employee Benefits Liability, Legal Expense Insurance, and Non-Owned Automobile)	\$ 156,001.00	\$ 163,842.00	\$ 7,841.00
Excess Liability	\$ 9,777.00	\$ 12,420.00	\$ 2,643.00
Environmental Impairment Liability	\$ 11,419.00	\$ 11,419.00	\$ -
Crime	\$ 700.00	\$ 700.00	\$ -
Owned Automobile	\$ 30,580.00	\$ 33,415.00	\$ 2,835.00
Property (includes Boiler & Machinery and Computer / EDP / Media)	\$ 97,448.00	\$ 80,037.00	\$ (17,411.00)
Municipal Officials' Accident	\$ 1,176.00	\$ 1,176.00	\$ -
Volunteer Fire Fighters' Accident	\$ 4,600.00	\$ 5,200.00	\$ 600.00
<b>TOTAL - ALL LINES</b>	<b>\$ 311,701.00</b>	<b>\$ 308,209.00</b>	<b>\$ (3,492.00)</b>

STATEMENT OF VALUES  
NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER: 3630299  
POLICY PERIOD: July 1, 2015 TO July 1, 2016  
AS OF: July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCT'N	FIRE PROT'N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
1	400 Ferguson Ave Halleybury, POJ 1K0	Halleybury	Arena & Community Centre	ARENA	HCB w/lt Fire alarm	H	\$ 10,300,000	\$ 515,000	\$ 10,815,000	\$ 10,815
2	75 Wellington St. South New Liskeard, POJ 1P0	New Liskeard	Arena/Community Centre	ARENA	HCB with Fire alarm	H	\$ 10,300,000	\$ 515,000	\$ 10,815,000	\$ 10,815
3	Mount Pleasant Cemetery, Halleybury, POJ 1K0	Halleybury	Mount Pleasant Cemetery Vault	CEMETERY	HCB	H	\$ 89,928	-	\$ 89,928	\$ 90
4	Mount Pleasant Cemetery, Halleybury, POJ 1K0	Halleybury	Mount Pleasant Cemetery Storage	CEMETERY	HCB	H	\$ 21,047	-	\$ 21,047	\$ 21
5	500 Whitehead Ave. Liskeard, POJ 1P0	New Liskeard	Cemetery Vault	CEMETERY	HCB	H	\$ 89,928	-	\$ 89,928	\$ 90
6	177-150 Shepardson Rd, New Liskeard, POJ 1P0	New Liskeard	Office & Storage	CEMETERY	Frame	H	\$ 18,233	\$ 56,275	\$ 74,509	\$ 75
7	Mount Pleasant Cemetery, Halleybury, POJ 1K0	Halleybury	Columbarium	CEMETERY	Marble/Granite		\$ 43,497	-	\$ 43,497	\$ 43
8	Shepardson Road, New Liskeard POJ 1P0	New Liskeard	Columbarium	CEMETERY	Marble/Granite		\$ 44,558	-	\$ 44,558	\$ 45
9	10 Georgina Ave South, Halleybury POJ 1K0	Halleybury	Fire Hall	FIRE	Bnck	H	\$ 1,030,000	\$ 295,221	\$ 1,325,221	\$ 1,325
10	28 Wellington St. New Liskeard POJ 1P0	New Liskeard	Fire Hall	FIRE	Bnck	H	\$ 1,030,000	\$ 309,000	\$ 1,339,000	\$ 1,339
11	Various Locations	Temiskaming Shores	Fire Department Radios	FIRE		H	\$ -	\$ 29,376	\$ 29,376	\$ 29
12	90 Whitehead Avenue, New Liskeard POJ 1P0	New Liskeard	Municipal Office & Community Hall & Appointments	GENERAL	HCB with alarm	H	\$ 1,615,218	\$ 51,500	\$ 1,666,718	\$ 1,667
13	Riverside Drive New Liskeard, POJ 1P0	New Liskeard	Riverside Place Community Hall	GENERAL	HCB with alarm	H	\$ 1,859,678	\$ 188,826	\$ 2,028,505	\$ 2,029
14	181 Drive Inn Theblre Road Dymond Township, POJ 1P0	Dymond Township	Municipal Office & Fire Hall & Equipment Depot	GENERAL	HCB and metal clad	H	\$ 1,736,097	\$ 146,316	\$ 1,882,413	\$ 1,882
15	70165 Rocky Road, Dymond, POJ 1P0	Dymond Township	Landfill Office & Storage	GENERAL	Frame		\$ 40,743	\$ 11,255	\$ 51,999	\$ 52
16	325 Farr Drive Halleybury, POJ 1K0	Halleybury	City Hall & Art Gallery	GENERAL	FR with sprinklers and alarm	H	\$ 6,134,023	\$ 720,326	\$ 6,854,349	\$ 6,854
17	50 Whitehead Avenue New Liskeard, POJ 1P0	New Liskeard	Library	LIBRARY	Stone with alarm	H	\$ 1,721,916	\$ 304,450	\$ 2,026,366	\$ 2,026
18	545 Lakeshore Drive Halleybury, POJ 1K0	Halleybury	Library	LIBRARY	Bnck with alarm	H	\$ 856,850	\$ 154,500	\$ 1,011,350	\$ 1,011
19	311 Farr Drive Halleybury, POJ 1K0	Halleybury	Office & Garage	MARINA	Frame	H	\$ 309,000	-	\$ 309,000	\$ 309
23	199 Riverside Drive New Liskeard POJ 1P0	New Liskeard	Manna	MARINA	Frame	H	\$ 217,786	\$ 24,986	\$ 242,772	\$ 243

STATEMENT OF VALUES  
NAME OF INSURED CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER 3630299  
POLICY PERIOD July 1, 2015 TO July 1, 2016  
AS OF July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROTGN	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
26	85 Meridian Avenue, Haileybury, POJ 1K0	Haileybury	Medical Centre	MEDICAL CENTRE	FR with alarm	H	\$ 1 869 726	\$ 10 300	\$ 1 700 026	\$ 1 700
27	285 Whitehead Avenue, New Liskeard, POJ 1P0	New Liskeard	Medical Centre	MEDICAL CENTRE	HCB with alarm	H	\$ 929 783	\$ 25 750	\$ 955 533	\$ 956
28	309 Broadway Street, Haileybury, POJ 1K0	Haileybury	Filtration Building & Changehouse	PARKS/REC	HCB	H	\$ 1 660 125	-	\$ 1 660 125	\$ 1 660
29	301 Browning Street, Haileybury, POJ 1K0	Haileybury	Water Slide & Pump-house	PARKS/REC	HCB	H	\$ 401 684	-	\$ 401 684	\$ 402
30	451 Farr Drive, Haileybury, POJ 1K0	Haileybury	Harbour Office, Canteen & Washroom	PARKS/REC	Brick	H	\$ 360 500	-	\$ 360 500	\$ 361
31	400 Monette Drive Drive, Haileybury, POJ 1K0	Haileybury	Garage Washroom & Food Bank	PARKS/REC	Frame	H	\$ 78 673	-	\$ 78 673	\$ 79
32	400 Monette Drive Drive, Haileybury, POJ 1K0	Haileybury	Concession Booth & Washrooms	PARKS/REC	Frame	H	\$ 56 163	\$ 6 753	\$ 62 916	\$ 63
35	Bucke Centennial Park, North Cobalt, POJ 1K0	North Cobalt	Chapel	PARKS/REC	Timber Frame	H	\$ 362 414	\$ 6 978	\$ 369 392	\$ 369
36	Bucke Centennial Park, North Cobalt, POJ 1K0	North Cobalt	Water Pump-house	PARKS/REC	HCB	H	\$ 15 419	\$ 35 000	\$ 50 419	\$ 50
40	Murray Daniels Park, North Cobalt, POJ 1K0	North Cobalt	Concession Booth & Washrooms	PARKS/REC	HCB	H	\$ 57 626	\$ 6 978	\$ 64 604	\$ 65
41	Murray Daniels Park, North Cobalt, POJ 1K0	North Cobalt	Office & Storage garage	PARKS/REC	Frame	H	\$ 43 557	-	\$ 43 557	\$ 44
44	Shaver Park, North Cobalt, POJ 1K0	North Cobalt	Storage	PARKS/REC	WOOD	H	\$ 37 930	-	\$ 37 930	\$ 38
45	Shaver Park, North Cobalt, POJ 1K0	North Cobalt	Outdoor Rink & Floodlights	PARKS/REC	WOOD	H	\$ 23 973	-	\$ 23 973	\$ 24
46	77 Wellington St. South New Liskeard POJ 1P0	New Liskeard	Pool & Fitness Centre	PARKS/REC	FR with alarm	H	\$ 7 879 687	\$ 1 280 000	\$ 9 159 687	\$ 9 160
47	Main beach, New Liskeard POJ 1P0	New Liskeard	Band Stand	PARKS/REC	CONCRETE	H	\$ 32 302	\$ 5 628	\$ 37 930	\$ 38
48	Main beach, New Liskeard POJ 1P0	New Liskeard	Craft Building	PARKS/REC	Frame	H	\$ 103 884	\$ 10 300	\$ 114 184	\$ 114
49	Main beach, New Liskeard POJ 1P0	New Liskeard	Announcers Booth & Storage	PARKS/REC	WOOD	H	\$ 28 138	\$ 30 900	\$ 59 038	\$ 59
50	Main beach, New Liskeard POJ 1P0	New Liskeard	Washroom	PARKS/REC	HCB	H	\$ 65 955	-	\$ 65 955	\$ 66
51	Main beach, New Liskeard POJ 1P0	New Liskeard	Picnic Shelter	PARKS/REC	WOOD	H	\$ 39 393	-	\$ 39 393	\$ 39
52	"The Spar Line", New Liskeard POJ 1P0	New Liskeard	Concession Booth & Washrooms	PARKS/REC	HCB	H	\$ 122 230	\$ 40 000	\$ 162 230	\$ 162
53	New Liskeard POJ 1P0	New Liskeard	Judges Stand, Agriculture Grounds	PARKS/REC	Frame	H	\$ 37 930	-	\$ 37 930	\$ 38
54	Wellington Street, New Liskeard POR 1P0	New Liskeard	Quonset Hut Storage	PARKS/REC	METAL CLAD	H	\$ 103 000	\$ 51 500	\$ 154 500	\$ 155
55	Dymond Park, Dymond POJ 1P0	Dymond Township	Change House Washroom & Storage	PARKS/REC	HCB	H	\$ 102 534	\$ 11 255	\$ 113 789	\$ 114
56	Dymond Park, Dymond POJ 1P0	Dymond Township	Picnic Shelter	PARKS/REC	WOOD	H	\$ 18 233	-	\$ 18 233	\$ 18



STATEMENT OF VALUES  
NAME OF INSURED CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER: 3630299  
POLICY PERIOD: July 1, 2015 TO July 1, 2016  
AS OF July 1 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROT'N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
57	Dymond Park, Dymond, POJ 1P0	Dymond Township	Concession Stand & Washroom	PARKS/REC	HCB	H	\$ 68,769	\$ -	\$ 68,769	\$ 69
58	Dymond Park, Dymond, POJ 1P0	Dymond Township	Outdoor Rink & Floodlights	PARKS/REC	WOOD	H	\$ 33,765	\$ 10,300	\$ 44,065	\$ 44
59	Dymond Park, Dymond, POJ 1P0	Dymond Township	Announcers Booth	PARKS/REC	WOOD	H	\$ 2,060	\$ -	\$ 2,060	\$ 2
60	Various Locations		Two (2) Kiosks	PARKS/REC	WOOD		\$ 13,956	\$ -	\$ 13,956	\$ 14
61	Various Locations		Twelve (12) Picnic Shelters	PARKS/REC	WOOD		\$ 28,138	\$ -	\$ 28,138	\$ 28
62	Various Locations		Recreational Floodlighting	PARKS/REC			\$ 429,719	\$ -	\$ 429,719	\$ 430
63	Various Locations		Recreational Fencing	PARKS/REC			\$ 193,813	\$ -	\$ 193,813	\$ 194
64	Various Locations		Playground Equipment	PARKS/REC			\$ 300,623	\$ -	\$ 300,623	\$ 301
65	Various Locations		Spectator Bleachers	PARKS/REC			\$ 175,692	\$ -	\$ 175,692	\$ 176
66	Various Locations		Leased Bleachers	PARKS/REC			\$ -	\$ 675	\$ 675	\$ 1
67	Various Locations		Parks and Recreation Contents and Equipment	PARKS/REC			\$ -	\$ 63,254	\$ 63,254	\$ 63
69	81 (Old) 516887 New Lakeshore Rd HCB	New Liskeard	Quonset Hut	PARKS/REC			\$ 51,500	\$ -	\$ 51,500	\$ 52
70	Lakeshore Rd New Liskeard POJ 1P0	New Liskeard	Skateboard Park	PARKS/REC	Cement		\$ 103,000	\$ -	\$ 103,000	\$ 103
69	Montgomery Street, New Liskeard, POJ 1P0	New Liskeard	Lift Station	SEWAGE	HCB	H	\$ 437,750	\$ -	\$ 437,750	\$ 438
70	Whitewood Avenue New Liskeard, POJ 1P0	New Liskeard	Lift Station	SEWAGE	HCB	H	\$ 1,535,194	\$ -	\$ 1,535,194	\$ 1,535
71	Cedar/Armstrong Street, New Liskeard, POJ 1P0	New Liskeard	Lift Station	SEWAGE	HCB	H	\$ 103,000	\$ -	\$ 103,000	\$ 103
#REF!	Niven Street, New Liskeard, POJ 1P0	New Liskeard	Sewage Pumphouse	SEWAGE	HCB	H	\$ 1,917,304	\$ -	\$ 1,917,304	\$ 1,917
#REF!	783465 Grey Road, Dymond, POJ 1P0	Dymond Township	Lift Station	SEWAGE	Brick	H	\$ 515,000	\$ -	\$ 515,000	\$ 515
#REF!	Farr Drive, Haileybury	Haileybury	Sanitary Lift Station	SEWAGE	HCB	H	\$ 515,000	\$ -	\$ 515,000	\$ 515
#REF!	Groom Drive, North Cobalt	North Cobalt	Sanitary Lift Station	SEWAGE	HCB	H	\$ 77,250	\$ -	\$ 77,250	\$ 77
#REF!	Station Drive, North Cobalt	North Cobalt	Sanitary Lift Station	SEWAGE	HCB	H	\$ 515,000	\$ -	\$ 515,000	\$ 515
#REF!	Browning Street, Haileybury	Haileybury	Haileybury Water Treatment Plant Low Lift Station	SEWAGE	HCB		\$ 257,500	\$ -	\$ 257,500	\$ 258
#REF!	Jaffray Street, New Liskeard	New Liskeard	Goodman Lift Station	SEWAGE	HCB		\$ 1,909,620	\$ -	\$ 1,909,620	\$ 1,910
#REF!	285 Raymond Street, Dymond, POJ 1K0	Dymond Township	Pump House #1	WATER	HCB	H	\$ 73,046	\$ -	\$ 73,046	\$ 73
#REF!	285 Raymond Street, Dymond, POJ 1K0	Dymond Township	Pump House #2	WATER	HCB	H	\$ 82,837	\$ -	\$ 82,837	\$ 83
#REF!	Proctors Road North, Cobalt	North Cobalt	Aluminum Room	WATER			\$ 27,583	\$ -	\$ 27,583	\$ 28

STATEMENT OF VALUES  
NAME OF INSURED CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER 3830299  
POLICY PERIOD July 1, 2015 TO July 1, 2016  
AS OF July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROT N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2016 PREMIUM
#REF!	Niven Street S. Haileybury	Haileybury	Water Reservoir & Pumping Station	WATER			\$ 1,287,500	\$ -	\$ 1,287,500	\$ 1,288
92	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Equipment Depot	WORKS	METAL CLAD	H	\$ 727,641	\$ 103,000	\$ 830,641	\$ 831
93	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Public Works Office	WORKS	Frame	H	\$ 196,826	\$ 20,600	\$ 217,226	\$ 217
94	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Workshop and Storage shed	WORKS	HCB	H	\$ 449,528	\$ 41,200	\$ 490,728	\$ 481
95	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Storage Garage	WORKS	WOOD	H	\$ 13,956	\$ 10,300	\$ 24,256	\$ 24
#REF!	600 View Street, Haileybury, POJ 1K0	Haileybury	Sand & Salt Shed	WORKS	Frame	H	\$ 282,182	\$ -	\$ 282,182	\$ 282
#REF!	600 View Street, Haileybury, POJ 1K0	Haileybury	Storage Shed	WORKS	WOOD	H	\$ 25,436	\$ -	\$ 25,436	\$ 25
#REF!	200 Lakeshore Road New Liskeard, POJ 1P0	New Liskeard	Garage #1 & Offices	WORKS	HCB	H	\$ 1,545,000	\$ 515,000	\$ 2,060,000	\$ 2,060
#REF!	200 Lakeshore Road, New Liskeard, POJ 1P0	New Liskeard	Works Garage #2 and #3	WORKS	STEEL ON STEEL	H	\$ 1,193,940	\$ 51,500	\$ 1,245,440	\$ 1,245
#REF!	181 Drive Inn Theatre Road, Dymond Township, POJ 1P0	Dymond Township	Salt and Sand Shed	WORKS	Frame	H	\$ 192,462	\$ -	\$ 192,462	\$ 192
#REF!	200 Lakeshore Road New Liskeard, POJ 1P0	New Liskeard	Quonset Hut	WORKS	STEEL ON STEEL	H	\$ 206,000	\$ 25,750	\$ 231,750	\$ 232
#REF!	Various Locations	Temiskaming Shores	Various Mobile Equipment	WORKS			\$ -	\$ 2,199,390	\$ 2,199,390	\$ 2,199
#REF!	Various Locations	Temiskaming Shores	Miscellaneous Tools Equipment, Materials and Supplies	WORKS			\$ -	\$ 388,375	\$ 388,375	\$ 388
#REF!	311 Farr Drive Haileybury, POJ 1K0	Haileybury	Fuel Tank	WORKS			\$ 13,792	\$ -	\$ 13,792	\$ 14
#REF!	Riverside Drive New Liskeard, POJ 1P0	New Liskeard	Fuel Tank	WORKS			\$ 55,167	\$ -	\$ 55,167	\$ 55
#REF!	200 Lakeshore Drive, New Liskeard	New Liskeard	Fuel Tank	WORKS			\$ 77,250	\$ -	\$ 77,250	\$ 77
#REF!	500 Broadway Street, Haileybury, POJ 1K0	Haileybury	Fuel Tank	WORKS			\$ 13,792	\$ -	\$ 13,792	\$ 14
#REF!	325 Farr Drive Haileybury, POJ 1K0	Haileybury	Brnze Monument - Man Rescuing Baby	GENERAL			\$ 168,826	\$ -	\$ 168,826	\$ 169
#REF!	Main Street, Haileybury, POJ 1K0	Haileybury	Charles Cobbold Farr Monument	GENERAL			\$ 22,510	\$ -	\$ 22,510	\$ 23
#REF!	883356 Highway 65 East, Dymond, POJ 1P0	Dymond Township	Statue of Cow	GENERAL			\$ 16,883	\$ -	\$ 16,883	\$ 17

STATEMENT OF VALUES  
NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES  
PROPERTY POLICY NUMBER: 3630299  
POLICY PERIOD: July 1, 2015 TO July 1, 2016  
AS OF: July 1, 2015

ITEM NO.	LOCATION	CITY	DESCRIPTION	TYPE	CONSTRUCTN	FIRE PROT'N	BUILDING VALUE	CONTENT / EQUIPMENT VALUE	TOTAL VALUE	2015 PREMIUM
#REF!	Dymond Township, Dymond, POJ 1P0	Dymond Township	Sign at Industrial Park	GENERAL			\$ 33,765	\$ -	\$ 33,765	\$ 34
#REF!	545 Lakeshore Drive, Halleybury, POJ 1K0	Halleybury	Fine Arts - Library/Art Gallery Halleybury	LIBRARY			\$ -	\$ 18,233	\$ 18,233	\$ 18
#REF!	545 Lakeshore Drive, Halleybury, POJ 1K0	Halleybury	Exhibition Floater	LIBRARY			\$ -	\$ -	\$ -	\$ -
116	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	2010 Wacker Neuson 550 s/n 349000132	WORKS			\$ -	\$ 56,650	\$ 56,650	\$ 57
117	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	2000 Selco Balers Bale S/n 10857962	WORKS			\$ -	\$ 154,500	\$ 154,500	\$ 155
118	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	Recycling Facility - (Parcel 24755 Section S5T, Part South 1/2 Lot 7 Concession 1, Dymond Part 1 Plan 54R-4278 (Third Party operated)	WORKS	Prefab Steel		\$ 257,500	\$ 25,000	\$ 282,500	\$ 283
119	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	New Case Model Model 721EXT Wheel Loader with Bucket S/n NDF221082	WORKS			\$ -	\$ 172,741	\$ 172,741	\$ 173
120	7 Barr Drive, New Liskeard Ontario POJ1P0	New Liskeard	LA9E0H Sweeper/angle broom	WORKS			\$ -	\$ 16,525	\$ 16,525	\$ 17
121	Halleybury Beach	Halleybury	Granite Monument	REC	Lecturn		\$ 4,500	\$ -	\$ 4,500	\$ 5
122	Halleybury Cenolaph	Halleybury	Granite Monument	REC	Lecturn		\$ 4,500	\$ -	\$ 4,500	\$ 5
123	Little Claybait Museum	New Liskeard	Museum	REC			\$ 50,000	\$ 5,000	\$ 55,000	\$ 55
124	Highway Signs	Various Localities	3 Highway signs	WORKS	Granites		\$ 60,000	\$ -	\$ 60,000	\$ 60
125	314 Broadway, Halleybury, ON POJ 1K0	Halleybury		General			\$ 200,000	\$ -	\$ 200,000	\$ 200
<b>TOTAL SCHEDULED VALUES</b>										
A	ACCOUNTS RECEIVABLE						\$ 88,186,250	\$ 8,701,368	\$ 76,886,618	\$ 76,887
B	EXTRA EXPENSE							\$ 500,000	\$ 500,000	\$ 500
C	BUSINESS INCOME							\$ 500,000	\$ 500,000	\$ 500
D	VALUABLE PAPERS							\$ 600,000	\$ 600,000	\$ 600
F	FINE ARTS							\$ 500,000	\$ 500,000	\$ 500
G	COMPUTER EQUIPMENT / EDP / MEDIA							\$ 50,000	\$ 50,000	\$ 50
<b>TOTAL BLANKET AMOUNT</b>										
								\$ 1,000,000	\$ 1,000,000	\$ 1,000
									\$ 80,036,618	\$ 80,037

**Vehicle Premium Breakdown**  
**NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES**

AUTO POLICY NUMBER: 3630559  
 POLICY PERIOD: July 1, 2015 to July 1, 2016  
 AS OF: July 1, 2015

ITEM NO.	YEAR	MAKE / MODEL	V. I.N.	R.I.N.	VALUE	2015 RATE
<b>FIRE DEPARTMENT</b>						
1	1989	Ford Pumper 8000		A28745	>\$100,000	\$ 1,150
2	1991	Ford Van		A01376	<\$100,000	\$ 575
3	2001	International		346592	<\$100,000	\$ 575
4		GMC C70C Pumper		511460	>\$100,000	\$ 1,150
5	2008	GMC Emergency Van		402410	<\$100,000	\$ 575
6	1994	GMC Emergency Van		501680	<\$100,000	\$ 575
7	2003	Int'l Fire Truck			>\$100,000	\$ 1,150
8	2003	Commercial Pumper		L68442	>\$100,000	\$ 1,150
10	1985	Chev Pumper		109458	>\$100,000	\$ 1,150
11	2005	Chev Tahoe			<\$100,000	\$ 575
12	2005	Chev Tahoe			<\$100,000	\$ 575
13	2005	Chev Tahoe			<\$100,000	\$ 575
14	2012	Freightliner Pumper/Tanker	1GNEK13Z75R199865		>\$100,000	\$ 1,150
15	2003	Freightliner Pumper	1GNEK13Z35R203412		>\$100,000	\$ 1,150
16	2015	Interntaional 4400 Fire Truck	1GNEK13Z05R203125		>\$100,000	\$ 1,150
			1FVHCY8SOCHBP79630		>\$100,000	\$ 1,150
			1FVABXAK43HL68442		>\$100,000	\$ 1,150
			1HTMKAZRFXH710734		>\$100,000	\$ 1,150
<b>PARKS &amp; RECREATION</b>						
1	2001	Pace Skateboard Trailer		072414	Trailer	\$ 288
2	2005	Ford F150 PU		A35221	<\$100,000	\$ 460
4	2003	GMC Pickup		241945	<\$100,000	\$ 460
5	2000	GMC PU		36867	<\$100,000	\$ 460
6	2009	Chev Silverado PU		107535	<\$100,000	\$ 460
7	2010	GMC Sierra	1GTPKTEX3AZ61281		<\$100,000	\$ 460
8	2010	Chevrolet Silverado	1GCPCEX1AZ276401		<\$100,000	\$ 460
9	2010	Chevrolet Silverado	1GCPCEX1AZ287365		<\$100,000	\$ 460
10	2011	Chevrolet Silverado	1GCNKPEABZ366450		<\$100,000	\$ 460
11	2011	Chevrolet Silverado	1GCNKPEA6BZ358993		<\$100,000	\$ 460
12	2013	Dump Trailer	5LEB1D226D1136312		Trailer	\$ 288
13	2012	Utility Trailer	2JDUTD522A1000639		Trailer	\$ 288
<b>WORKS DEPARTMENT</b>						
1	2003	GMC Sierra PU		188767	<\$100,000	\$ 460
2	1991	Int. S/A Dump		344833	>\$100,000	\$ 863
3	1990	Int. S/A Dump		227787	>\$100,000	\$ 863
4	1999	Ford Econoline		B19402	<\$100,000	\$ 460
5	1975	Homemade utility Trailer			Trailer	\$ 288
6	1983	Homemade Trailer			Trailer	\$ 288
7	2005	Chev Silverado		310893	<\$100,000	\$ 460

**Vehicle Premium Breakdown**  
NAME OF INSURED: CORPORATION OF THE CITY OF TEMISKAMING SHORES

AUTO POLICY NUMBER: 3630559  
POLICY PERIOD: July 1, 2015 to July 1, 2016  
AS OF: July 1, 2015

8	2005	Chev Silverado			307453	<\$100,000	\$	460
9	2002	Chev Silverado			166615	<\$100,000	\$	460
10	1995	Int Tandem			675332	>\$100,000	\$	863
12	2000	Ford F150			B14235	<\$100,000	\$	460
15	2004	GMC Sierra Pickup			130523	<\$100,000	\$	460
16	2004	GMC Sierra Pickup			286729	<\$100,000	\$	460
17	2004	GMC Sierra Pickup			180797	<\$100,000	\$	460
18	2004	Johnston Sweeper Truck			N91783	>\$100,000	\$	863
19	2003	Mack Dump Truck			002785	>\$100,000	\$	863
20	2003	Mack Dump Truck			002790	>\$100,000	\$	863
21	2009	Kenworth Dump Truck			941373	>\$100,000	\$	863
22	2011	Kenworth Dump Truck Model #T370		2NKHLN9X8BM948254		>\$100,000	\$	863
23	2012	International		1HTWGAAAT3CJ687142	26573732	>\$100,000	\$	863
24		Toyota Rav 4 (Leased)				<\$100,000	\$	460
25	2008	GMC L5500 Topkick				<\$100,000	\$	460
26	2014	International Workstar 7600SFA		1HTGRSJT2EH758720		>\$100,000	\$	863
27	2007	Ford		1FTN524W47DA30342		<\$100,000	\$	460
28	2014	Chevrolet Equinox		2GNFLEEK5E6347628		<\$100,000	\$	460
							\$	<b>33,415</b>

**Municipal Insurance Program Renewal Proposal**

**5. CHANGES IN PREMIUM, EXPOSURE AND COVERAGE FROM EXPIRING POLICY**

Premiums for all municipalities are continuing to increase under all sections of coverage. The increases are driven by claims trending upwards. The continuous unresolved issue of Joint and Several has resulted in losses reaching the reinsurance level.

Note many municipalities are increasing their deductibles to offset the premium increases. We can provide alternative deductible options which can assist the City in reducing their Insurance costs. We suggest the Municipality consider this. Please advise if interested.

- MUNICIPAL LIABILITY**
  - Market conditions for Municipalities (Loss Trends, Joint & Several Liability) resulted in 5% increase in rates.
  
- EXCESS LIABILITY**
  - Market conditions for Municipalities (Loss Trends, Joint & Several Liability) resulted in an increase in the minimum premium requirements on both Excess layers.
  - Placed 4 transit buses that are being insured separately by the Leasing company unto the City's Excess Liability coverage, \$40,000,000 excess of \$10,000,000 underlying policy as per expiring. Please provide evidence of insurance from the primary insurer.
  
- AUTOMOBILE**
  - Vehicle rates increased by 5% due to the City's unfavorable Automobile Loss History.
  - Total Vehicle Count increased to 52 from 50
  - The following changes were made to the vehicle listing:

<b>Owned Automobile</b>	<b>Added</b>	<b>Deleted</b>
Non-Emergency < \$100,000		
Non-Emergency > \$100,000		
Fire < \$100,000		
Fire > \$100,000	1	
Police		
Trailers	1	
Unlicensed / No PD		
Ambulance		
Bus (7 or less passengers)		
Bus (more than 7 passengers)		



**Municipal Insurance Program Renewal Proposal**

**PROPERTY**

- Increased the value of all buildings, contents and equipment by 3% to reflect inflation.
- The following changes were made to the property listing:

325 Farr Drive, Haileybury, P0J 1K0	Docks & Boat Slips		Deleted as of 2014 renewal - \$1,030,879
325 Farr Drive, Haileybury, P0J 1K0	Floating Break Wall		Deleted as of 2014 renewal - \$136,372
325 Farr Drive, Haileybury, P0J 1K0	Marina Fencing		Deleted as of 2014 renewal - \$40868
199 Riverside Drive, New Liskeard, P0J 1P0	Storage Garage		Deleted as of 2014 renewal - \$17702
199 Riverside Drive, New Liskeard, P0J 1P0	Docks & Boat Slips		Deleted as of 2014 renewal - \$638262
Farr Park, Haileybury, P0J 1K0	Four (4) Baseball Dugouts	0	Deleted as of 2014 renewal - \$10927
400 Morissette Drive Drive, Haileybury, P0J 1K0	Storage Shed	0	Deleted as of 2014 renewal - \$2623
Bucke Centennial Park, North Cobalt, P0J 1K0	Picnic Shelter	0	Deleted as of 2014 renewal - \$12239
Bucke Centennial Park, North Cobalt, P0J 1K0	Wood Shed & Storage	0	Deleted as of 2014 renewal - \$6884
Bucke Centennial Park, North Cobalt, P0J 1K0	Outdoor Privy	0	Deleted as of 2014 renewal - \$1421
Murray Daniels Park, North Cobalt, P0J 1K0	Storage	0	Deleted as of 2014 renewal - \$41087
Murray Daniels Park, North Cobalt, P0J 1K0	Four (4) Baseball Dugouts	0	Deleted as of 2014 renewal - \$20434
Dymond Park, Dymond, P0J 1P0	Picnic Shelter & Washroom	0	Deleted as of 2014 renewal - \$75070
	Vrs Mobile equipment	2,135,330	Change in value
200 Lakeshore Drive, New Liskeard	Fuel Tank	75,000	Change in value
	2010 Wacker	55,000	Added July 28,2014

Municipal Insurance Program Renewal Proposal

	Neuson 550 s/n 349000132		
	2000 Selco Balers, Bale. S/n 10957962	150,000	Added July 28,2014
547 Barr Drive, New Liskeard Ontario POJ1P0	Recycling Facility - (Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278. (Third Party operated)	250,000	Added July 28,2014
	New Case Model Model 721FXT Wheel Loader with Bucket s/n NDF22106 2	167,710	Effective August 26, 2014
	LA9/EOH Sweepster angle broom	16,044	Effective August 26, 2014
South Part Lot 8, Conc 3	Farming Museum	460,000	Added May 21, 2015
314 Broadway	Matabanick Hotel (vacant)	200,000	Added June 2, 2015

**VOLUNTEER FIRE  
FIGHTERS ACCIDENT**

- The premium increased due to the number of VFFs increasing to 66.





## Municipal Insurance Program Renewal Proposal

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### 6. RECOMMENDED IMPROVEMENTS/CHANGES IN COVERAGE

#### **CYBER LIABILITY**

Cyber Insurance policies are there to support the Insured when your computer security system has been breached and the personal data of your residents and staff are lost. These policies cover the cost of security breach notifications, privacy liability, crisis management, public relations expenses and regulatory defence costs and penalties.

#### **OWNER CONTROLLED INSURANCE PROGRAM - CONSTRUCTION PROJECTS**

Municipalities build new Offices, Public Works Facilities and Community Centres to better serve their community. An important part of these projects is to ensure the proper insurance is in place to protect the Municipality and its interests.

The Owner Controlled Insurance Program is an effective way for a Municipality to have control over their construction project insurance requirements. As the Municipality is the entity organizing the insurance on the project, it can make sure the policies have the correct wording, coverage and limits. An OCIP includes: insurance requirements for the engineering and design professionals (architects, contractors etc), general liability (includes wrap-up liability), environmental and property insurance (course of construction and building materials).

BFL works with each Municipality to create an OCIP policy and risk management plan for their individual construction projects.

#### **MUNICIPAL OFFICIALS' CRITICAL ILLNESS**

Pays benefits to Insured Persons under the age of 70 years who suffer a "Critical Illness".

Please see Section 6 for a full breakdown of coverage and limits.

## Municipal Insurance Program Renewal Proposal

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### USERS FACILITY PROGRAM

This policy is for the Town's facilities where third parties may rent rooms for private functions and activities. An important Risk Management step is to ensure third party renters have their own insurance when using the Town's facilities. Our Users Facility Program is a "user friendly" system which gives third party renters affordable and easily accessible insurance.

This program is not a Public Entity Insurance Program and does not replace or participate with your General Insurance Program. The User Program enhances your General Insurance Program by transferring the risk. It also offers the following advantages to both the User and the Town:

- It provides the Town with direct knowledge of the insurance protection including its terms, conditions, limitations and the financial stability of the insurer without depending upon the User to find suitable insurance.
- The User is relieved of the need and difficulties of finding acceptable insurance and of providing their own Certificate of Insurance.
- It eliminates the expensive minimum premium cost to the User for "one shot" policies.
- It eliminates the need for the Town to require a Certificate of Insurance from the Users.
- It is convenient and functional to both the Town and its Users.

## Municipal Insurance Program Renewal Proposal

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### 7. COVERAGE DESCRIPTIONS

The pages that follow offer a brief description of coverages available to municipal entities, including some policy conditions, special features, and exclusions applicable to these lines of Insurance: (see Policy wording for actual conditions and exclusions).

<b>Casualty Insurance Coverage</b>	<ul style="list-style-type: none"><li>▪ Municipal General Liability Insurance</li><li>▪ Legal Expense for Statute Law (including Conflict of Interest and Wrongful Dismissal) Insurance</li><li>▪ Public Officials (Errors &amp; Omissions) Liability Insurance</li><li>▪ Municipal Employee Benefits Liability Insurance</li><li>▪ SPF 6 – Standard Non-Owned Automobile Insurance</li><li>▪ Owned Automobile Insurance (including leased vehicles)</li><li>▪ Follow Form Excess Liability Insurance</li><li>▪ Environmental Impairment Liability Insurance</li><li>▪ Crime Insurance</li></ul>
<b>Property Insurance Coverage</b>	Property Insurance – Combined Physical Damage Broad Form
<b>Accident Coverage</b>	<ul style="list-style-type: none"><li>▪ Municipal Officials' Accident Insurance</li><li>▪ Municipal Officials' Critical Illness</li><li>▪ Volunteer Fire Fighters' Accident Insurance</li></ul>
<b>Casualty Insurance Coverage (Risk Management)</b>	User Facility Program

Please refer to Summary of Proposed Coverages, Limits, Deductibles and Premiums to confirm which of the above lines of coverage are included in this premium quotation.

## Municipal Insurance Program Renewal Proposal

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### MUNICIPAL GENERAL LIABILITY INSURANCE

**Description** Pays those sums that the Insured becomes legally obligated to pay as compensatory damages because of bodily injury (including personal injury) or property damage

**Details of Coverage and Conditions**

- Liability for Bodily Injury and Property Damage
- Incidental Medical Malpractice (including use of defibrillation equipment) included to policy limit
- Contingent Employers' Liability
- Blanket Contractual Liability
- Liability under the Provincial Liquor License Act
- Personal Injury Liability
- Tenants Legal Liability
- Medical Payments
- Abuse/Molestation
- Claims settled on an occurrence basis

**Named Insured includes**

- The Public Sector Entity and all Additional Insureds named on the Policy
- Council Members
- Employees
- Volunteers
- Committee Members
- Appointees
- Statutory Officers
- Fire Fighters
- Volunteer Boards, Commissions and Committees (including their Officers, Employees, and Volunteers)

**The following lines of coverage are not insured under this section of the policy**

- Nuclear Liability
- \*Environmental Impairment Liability
- \*Errors and Omissions Liability
- \*Automobile Liability

**Municipal Insurance Program Renewal Proposal**

Those lines of coverage marked with an asterisk (\*) may be insured elsewhere under the package policy or under a separate policy. Please see Summary of Proposed Coverages, Limits, Deductibles, and Premiums to confirm whether these lines of coverage have been included in the quotation.

The following operations and activities are not insured under the policy. These operations and activities may be added to the policy by special endorsement. Please contact our office if coverage is required for any of these operations and activities:

- Aircraft / Airports / Helipads
- Electrical and / or Gas Utilities
- Hospitals
- Rodeos
- Port Authorities
- Agricultural Fairs and Exhibitions
- Demolition Derbies
- Snowmobile Races

**\*Special Extension of Coverage\***

Voluntary Compensation can be paid to employees or volunteers of the Insured who suffer an accidental bodily injury while working for the Insured, whether or not the Insured is liable for such bodily injury. This coverage will also pay Medical, Surgical, Pharmaceutical and Hospital expenses within a certain time frame following the accident causing injury.

**Voluntary Compensation – Summary of Benefits Schedule**

Loss of Life	Up to \$50,000
Temporary Total Disability	Up to \$50,000
Permanent Total Disability	Up to \$50,000
Loss or Total Irrecoverable Loss of Use of:	
Arm	Up to \$50,000
Leg	Up to \$50,000
Hand at Wrist	Up to \$40,000
Foot at Ankle	Up to \$37,500
Thumb	Up to \$12,500
Index Finger	Up to \$12,500
Other Finger	Up to \$ 7,500
Big Toe	Up to \$ 7,500
Other Toe	Up to \$ 5,000
One Eye	Up to \$25,000
Two Eyes	Up to \$50,000
Hearing in One Ear	Up to \$12,500
Hearing in Both Ears	Up to \$50,000



## Municipal Insurance Program Renewal Proposal

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### LEGAL EXPENSE FOR STATUTE LAW (Including Conflict of Interest and Wrongful Dismissal) INSURANCE

<b>Description</b>	Reimburses costs of defending Legal Proceedings against any Insured, even if any of the allegations of the action are groundless, false, or fraudulent.
<b>Legal Proceedings refer to:</b>	<ul style="list-style-type: none"><li>▪ Any actual or threatened judicial proceeding brought against the Insured concerning its legal rights, powers, privileges, immunities, duties or liabilities</li><li>▪ Any actual or threatened judicial procedure brought against the elected Municipal Official concerning the Municipal Conflict of Interest Act, when a contravention is committed through inadvertence or by reason of a bona fide error in judgment</li></ul>
<b>Extension of Coverage</b>	<ul style="list-style-type: none"><li>▪ Wrongful Dismissal extension for reimbursement of legal fees to defend wrongful dismissal actions, subject to a separate limit for any one claim</li><li>▪ Extension does not apply to Wrongful Dismissal arising from shutdown, redundancies, merger with another municipality, strike, lockout, labour dispute, or union grievance procedure</li></ul>
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Prior claims are covered, provided the Insured had no knowledge of the claim at the effective date of coverage</li><li>▪ Includes reimbursement for Inquiry, Inquest and Judicial Review</li><li>▪ Reimbursement as per Provincial guidelines</li><li>▪ Applies to both Guilty and Not Guilty verdicts (Criminal Code cases are covered for Not Guilty verdicts only)</li></ul>
<b>Exclusions</b>	<ul style="list-style-type: none"><li>▪ Where prohibited by law, Legal Proceedings arising out of contravention of the Criminal Code of Canada, the Highway Traffic Act, or the Municipal Act</li><li>▪ Legal Proceedings arising out of employment, or involving labour relations</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and any Additional Insureds named on the Policy (Wrongful Dismissal only)</li><li>▪ Council Members</li><li>▪ Employees</li><li>▪ Members of Boards, Commissions and Committees</li></ul>

## Municipal Insurance Program Renewal Proposal

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### PUBLIC OFFICIALS (ERRORS AND OMISSIONS) LIABILITY INSURANCE

<b>Description</b>	Pays those sums that the Insured becomes legally obligated to pay as compensatory damages because of "Wrongful Acts" (an actual or alleged violation of a federal, provincial or local statutes or an error, omission, misleading statement, neglect or breach of duty).
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Prior acts are covered, provided the Insured had no knowledge of the act at the effective date of coverage</li><li>▪ Extended reporting period available in the event of termination or non-renewal of the policy</li><li>▪ No retro-active date</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and all Additional Insureds named on the Policy</li><li>▪ Council Members</li><li>▪ Employees</li><li>▪ Committee Members</li><li>▪ Appointees</li><li>▪ Statutory Officers</li><li>▪ Fire Fighters</li><li>▪ Boards, Commissions and Committees (including their Officers and Employees)</li></ul>

## Municipal Insurance Program Renewal Proposal

Page 19

### MUNICIPAL EMPLOYEE BENEFITS LIABILITY

<b>Description</b>	Pays claims made by any employee or former employee due to any negligent act, error or omission of the Insured arising out of the administration of employee benefits (Group Life insurance, Group Accident and Health insurance, Pension Plans or Employee Stock Subscription Plans).
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Prior claims are covered, provided the Insured had no knowledge of the claim at the effective date of coverage</li><li>▪ Extended reporting period available in the event of termination or non-renewal of the policy</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and all Additional Insureds named on the Policy</li><li>▪ Council Members</li><li>▪ Employees</li><li>▪ Committee Members</li><li>▪ Appointees</li><li>▪ Statutory Officers</li><li>▪ Fire Fighters</li><li>▪ Boards, Commissions and Committees (including their Officers and Employees)</li></ul>



**Municipal Insurance Program Renewal Proposal**

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**SPF 6 – STANDARD NON-OWNED AUTOMOBILE INSURANCE**

- |                                    |  |
|------------------------------------|--|
| <b>Description</b>                 | <ul style="list-style-type: none"><li>▪ Standard Non-Owned Automobile Policy Form (S.P.F. 6)</li><li>▪ Insures against bodily injury or property damage claims arising from the use or operation of vehicles not owned by the Insured (vehicles that are leased, rented or hired for a period of 30 days or less)</li></ul>  |
| <b>Special Coverage Extensions</b> | <ul style="list-style-type: none"><li>▪ S.E.F. No. 94 – Insuring legal liability for all perils of physical damage to vehicles that are leased, rented or hired for a period of 30 days or less.</li><li>▪ S.E.F. No. 96 – Contractual Liability for Elected Officials, Board Members, Employees and Volunteers for excess liability protection over and above any primary automobile insurance, when on business of the Insured, subject to a Resolution having been passed by the Insured, thus forming a Contractual Agreement (not restricted to authorized trips and does not exclude traveling to and from work)</li></ul> |

## Municipal Insurance Program Renewal Proposal

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### OWNED AUTOMOBILE INSURANCE (Includes Leased Vehicles)

<b>Description</b>	As per Ontario Automobile Policy (O.A.P. 1) or Insured's Provincial equivalent
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Insures all vehicles owned, operated or leased by the Insured, except those vehicles leased or rented for less than 30 days (please see Non-Owned Automobile for coverage details on these vehicles)</li><li>▪ All Compulsory coverages are met or exceeded as per the legal requirements of the Insured's Province</li><li>▪ Physical Damage coverage insures for loss or damage by "All Perils" (unless specifically endorsed otherwise)</li></ul>
<b>Special Coverage Extensions</b>	<ul style="list-style-type: none"><li>▪ Automatic coverage is provided for newly acquired vehicles through the Blanket Fleet Endorsement</li><li>▪ All operators of insured vehicles are automatically covered, even if under age 25</li><li>▪ Liability for trailers, whether or not the property of the Insured</li><li>▪ Construction or maintenance equipment, whether or not attached to the insured vehicle</li><li>▪ Permission to carry explosives</li><li>▪ Permission to rent or lease</li><li>▪ Permission to carry passengers for compensation or hire</li><li>▪ Replacement cost coverage provided on all vehicles unless otherwise endorsed</li><li>▪ Only new parts and materials are used when repairs are made</li><li>▪ Non-owned equipment endorsement</li><li>▪ Freezing of Fire Fighting equipment</li></ul>

**Municipal Insurance Program Renewal Proposal**

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**FOLLOW FORM EXCESS LIABILITY INSURANCE**

<b>Description</b>	This coverage provides increased limits with respect to certain Liability coverages, as specifically detailed below, so that total liability limits reach <b>\$50,000,000</b> each.
<b>Follows Form</b>	<ul style="list-style-type: none"><li>▪ Municipal General Liability</li><li>▪ Tenants Legal Liability</li><li>▪ Marina Liability (if applicable)</li><li>▪ Public Officials (Errors and Omissions) Liability</li><li>▪ Municipal Employee Benefits Liability</li><li>▪ Municipal Nursing Home and Health Care Facilities Professional Liability (if applicable)</li><li>▪ Owned Automobile Liability</li><li>▪ SPF 6 – Standard Non-Owned Automobile</li></ul>
<b>Exclusion</b>	<ul style="list-style-type: none"><li>▪ War and Civil War</li><li>▪ Radioactive Contamination</li><li>▪ Nuclear Energy</li><li>▪ Toxic Mould</li><li>▪ Absolute Pollution (Hostile Fire exception)</li><li>▪ Wrongful Dismissal / Legal Expense for Statute Law</li></ul>
<b>Endorsements</b>	<ul style="list-style-type: none"><li>▪ Service of Suit clause</li><li>▪ Several Liability clause</li><li>▪ Identification of Insurer / Action Against Insurer clause</li><li>▪ Canadian Automobile Insurance Specific Conditions endorsement</li></ul>

## Municipal Insurance Program Renewal Proposal

Page 23

### ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

<b>Description</b>	Pays on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as Claims for Bodily Injury, Property Damage or Clean-up Costs resulting from "Pollution Conditions" (discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water, including ground water, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered).
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Claims made policy, which insures claims first made during the current policy term</li><li>▪ Unknown prior impairments are covered, provided the Insured had no knowledge of the impairment at the effective date of coverage</li><li>▪ Extended reporting period available in the event of termination or non-renewal of the policy and no retro-active date.</li></ul>
<b>Key Exclusions</b>	<ul style="list-style-type: none"><li>▪ Fines or penalties</li><li>▪ Liability assumed by the Insured under any contract or agreement except any agreement with Her Majesty the Queen as represented by the Minister of the Environment, or any other agreement specifically endorsed onto the policy</li><li>▪ Intentional Non-Compliance</li><li>▪ Abandoned Properties and Acquired Properties (until reported and confirmed)</li><li>▪ Asbestos and Lead</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and Additional Insureds named on the Policy</li><li>▪ Council Members, Employees, Volunteers</li><li>▪ Committee Members, Appointees</li><li>▪ Statutory Officers, Fire Fighters</li><li>▪ Volunteer Boards, Commissions and Committees (including their Officers, Employees and Volunteers)</li></ul>

**Municipal Insurance Program Renewal Proposal**

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**CRIME INSURANCE**

<b>Description</b>	Insures against Employee Dishonesty, Loss of Money and Securities, and those costs associated with determining the amount of the loss. Includes the dishonest or fraudulent acts of any employees, appointed officials, Council members, or volunteers.
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Employee Dishonesty coverage limit applies on a per claim basis, regardless of the number of employees committing the dishonest act</li><li>▪ Loss of Money or Securities Inside the Premises</li><li>▪ Loss of Money or Securities Outside the Premises</li><li>▪ Money Orders and Counterfeit Paper Currency</li><li>▪ Depositors Forgery</li><li>▪ Computer Fraud</li><li>▪ Audit Expenses</li></ul>
<b>Named Insured includes</b>	<ul style="list-style-type: none"><li>▪ The Public Sector Entity and all Additional Insureds named on the Policy</li><li>▪ Commissions, Committees, and Volunteer Boards</li></ul>

## Municipal Insurance Program Renewal Proposal

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### PROPERTY INSURANCE, INCLUDING BOILER AND MACHINERY INSURANCE

<b>Description</b>	Insures against direct physical loss of or damage to Property of Every Description. Coverage applies to all property owned by the Insured and property for which the Insured is legally liable or has agreed in advance to insure.
<b>Details of Coverage and Conditions</b>	<ul style="list-style-type: none"><li>▪ Property insured against All Risks of loss or damage, including Flood and Earthquake</li><li>▪ Replacement Cost Basis of Loss Settlement applies, unless endorsed otherwise</li><li>▪ No Coinsurance Clause applies</li><li>▪ New Generation coverage (increase in the Replacement Cost of equipment when necessary to replace with newer equipment, even if it has greater capacity, processing ability or efficiency)</li><li>▪ Inflation Protection included</li><li>▪ Vacant property included</li><li>▪ Automatic coverage for additions, alterations and repairs up to \$1,000,000 in value, to be reported within 90 days for adjustment</li><li>▪ Inspections of Boilers and Refrigeration Equipment, as required by law, are provided at no additional cost</li></ul>

The following items are insured, to the Total Sum of Insurance amount listed in SUMMARY OF PROPOSED COVERAGES, LIMITS, DEDUCTIBLES, AND PREMIUMS, unless a specific sub-limit has been indicated:

- Computers / Electronic Data Processing Equipment
- Fine Arts
- Water Damage to building, contents and equipment
- Building Damage by Theft
- Debris Removal
- Increased Costs of Repairs – Laws and By-laws
- Consequential Damage – Premises Power Protection
- Removal Costs to prevent loss or damage
- Growing Plants, Trees, Shrubs or Flowers in the Open (\$10,000 limit per item, including Debris Removal)
- Personal Property of Officers and Employees (\$5,000 limit per Officer or Employee)

## Municipal Insurance Program Renewal Proposal

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### Property Excluded from Coverage

- Licensed vehicles, watercraft over 8 metres in length, or aircraft
- Bridges, dams, parking meters, power lines, fencing
- Pavement, roads, streetlights, guardrails, road signs, tunnels
- Please see the Policy Wordings for a complete description of Excluded Property.
- Please contact our office if you require a coverage quotation for any excluded items listed above.

### Perils Excluded from Coverage

- War
- Nuclear Incident
- Criminal Acts of the Insured's employees or agents
- Wear and tear
- Terrorism
- Fungi and Fungal Derivatives

### Named Insured includes

- The Public Sector Entity and all Additional Insureds named on the Policy
- Lessors, Mortgagees, and other third party interests, as requested by the Public Sector Entity, when appropriate

**Municipal Insurance Program Renewal Proposal**

**MUNICIPAL OFFICIALS' ACCIDENT INSURANCE**

**Description**

Pays benefits to Insured Persons under the age of 80 years who suffer bodily injury as a result of an accident. The policy may apply on either a "While on Municipal Business, including Travel" basis or a "24-Hour" basis, except Weekly Accident Indemnity, which applies only while traveling on business of the Public Sector Entity.

Please refer to Summary of Proposed Coverages, Limits, Deductibles, and Premiums for the Principal Sum Amount applicable to this quotation.

DESCRIPTION OF BENEFIT	MAXIMUM AMOUNT PAID	
	\$150,000 Principal Sum	\$250,000 Principal Sum
Loss of Life	\$150,000	\$250,000
Paralysis (Quadriplegia, Paraplegia, Hemiplegia)	\$300,000	\$500,000
Permanent Total Disability	\$150,000	\$250,000
Seat Belt Benefit	\$ 15,000	\$ 25,000
Hospital Indemnity (for up to 365 days per injury)	\$50.00 per day Maximum \$2,500 per month	\$83.33 per day Maximum \$2,500 per month
Spousal Benefit (Loss of Life only)	\$10,000	
Repatriation Benefit	\$15,000	
Funeral Expense Benefit	\$ 5,000	
*Education Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
*Day Care Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
Rehabilitation Benefit	\$15,000	
Occupational Training	\$15,000	
Weekly Accident Indemnity – Total Disability	\$500 per week	
Weekly Accident Indemnity – Partial Disability	\$250 per week	
**Accident Reimbursement Expense	\$10,000	
Accidental Dental Expense	\$ 2,000	
Fracture	\$ 2,500	
Complete Dislocation	\$ 1,050	
Severance of tendon or tendons	\$ 550	
Miscellaneous injuries: ruptured kidney, liver or spleen; punctured lung requiring surgery; burns requiring skin grafts, knee requiring surgery; bone operation	\$ 675	
Eyeglasses or Contact Lenses	\$ 2,000	
Family Transportation	\$15,000	
Home Alteration and/or Vehicle Modification Benefit	\$15,000	
Work Place Modification and Accommodation Benefit	\$ 5,000	
Aggregate Limit per any one accident	\$2,500,000	

\*If none of the Insured Person's children are eligible for either the Education or Day Care Benefits, \$2,500 will be paid to the Insured Person's beneficiary.

\*\*Expenses covered under this benefit include, but are not limited to: upgraded hospital accommodation; prescribed Nurse (up to \$5,000); prescription drugs, sera and vaccines; physiotherapy (up to \$25 per treatment, \$250 per accident, \$500 per policy term); ambulance services (up to \$1,000); hearing aids, crutches, splints, casts, trusses, and braces; rental of wheelchair or iron lung (up to \$5,000); and chiropractic care (up to \$25 per treatment, \$250 per accident, \$500 per policy term).





**Details of Coverage and Conditions**

In the event of accidental death of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity

**Exclusions**

- Suicide or intentionally self-inflicted injury
- Participation in a riot, insurrection, civil commotion or disturbance
- Active full-time, part-time or temporary services in the armed forces of any country
- War
- Sickness or disease
- Persons while acting in their duty as an aircraft pilot or crew member
- Experimental drugs not approved by the appropriate governing authority

**Named Insured includes all persons eligible for coverage, which the Public Sector Entity has declared to the insuring company, and for whom premium has been paid. Such persons can include, but are not limited to:**

- Active Council Members
- Directors, Trustees and Officials
- Members of Commissions, Boards, or other special units
- Other employees or volunteers of the Insured Public Sector Entity, as declared

## Municipal Insurance Program Renewal Proposal

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### MUNICIPAL OFFICIALS' CRITICAL ILLNESS INSURANCE

<b>Description</b>	Pays benefits to Insured Persons under the age of 70 years who suffer a "Critical Illness". Please refer to Summary of Proposed Coverages, Limits, Deductibles, and Premiums for the Principal Sum Amount applicable to this quotation.
<b>Details of Coverage and Conditions</b>	<p>In the event of a Critical Illness affecting of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity.</p> <p>Critical Illness includes: Heart Attack, Coronary Artery Bypass Surgery, Stroke, Life Threatening Cancer, Parkinson's, Alzheimer's Disease, Multiple Sclerosis, Kidney Failure, Paralysis, Blindness, Deafness, Loss of Speech, Benign Brain Tumour, Coma, Major Burns, Major Organ Transplant, Major Organ Failure Requiring Transplant, Motor Neuron Disease, subject to the policy definitions.</p>
<b>Exclusions</b>	<ul style="list-style-type: none"><li>▪ Diagnosis of Cancer within 90 days of coverage inception, including any symptoms or medical problems commenced and initiated investigations leading to the subsequent diagnosis of cancer</li><li>▪ Suicide or intentionally self-inflicted injury</li><li>▪ The use of illicit drugs</li><li>▪ Pre-existing Conditions unless if diagnosed Twenty-four (24) months after the Insured Persons effective date</li></ul>
<b>Named Insured includes</b>	All Council Members eligible for coverage, which the Public Sector Entity has declared to the insuring company, and for whom premium has been paid.

**Municipal Insurance Program Renewal Proposal**

**VOLUNTEER FIRE FIGHTERS' ACCIDENT INSURANCE**

**Description**

Pays benefits to Insured Persons under the age of 80 years who suffer bodily injury as a result of an accident. The policy applies on a "While On Duty" basis ("24-Hour" coverage is available upon request).

Please refer to Summary of Proposed Coverages, Limits, Deductibles, and Premiums for the Principal Sum Amount applicable to this quotation.

DESCRIPTION OF BENEFIT	MAXIMUM AMOUNT PAID	
	\$150,000 Principal Sum	\$250,000 Principal Sum
Loss of Life	\$150,000	\$250,000
Paralysis (Quadriplegia, Paraplegia, Hemiplegia)	\$300,000	\$500,000
Heart and Circulatory Malfunction	\$150,000	\$250,000
Permanent Total Disability	\$150,000	\$250,000
Cosmetic Disfigurement Indemnity	\$150,000	\$250,000
Infectious Disease Benefit	\$150,000	\$250,000
Seat Belt Benefit	\$ 15,000	\$25,000
Hospital Indemnity (for up to 365 days per injury)	\$50.00 per day Maximum \$2,500 per month	\$83.33 per day Maximum \$2,500 per month
Repatriation Benefit	\$10,000	
Funeral Expense Benefit	\$ 5,000	
*Education Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
*Day Care Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
Rehabilitation Benefit	\$10,000	
Occupational Training	\$10,000	
Weekly Accident Indemnity – Total Disability	\$500 per week	
Weekly Accident Indemnity – Partial Disability	\$250 per week	
Home-Maker Weekly Indemnity	\$150 per week	
**Accident Reimbursement Expense	\$10,000	
Accidental Dental Expense	\$ 2,000	
Dentures or Bridgework Benefit	\$ 500	
Fracture	\$ 2,500	
Complete Dislocation	\$ 1,050	
Severance of tendon or tendons	\$ 550	
Miscellaneous injuries: ruptured kidney, spleen or liver; punctured lung requiring surgery; burns requiring skin grafts; knees requiring surgery; bone operation	\$ 675	
Eyeglasses or Contact Lenses	\$ 200	
Family Transportation and Accommodation Benefit	\$10,000	
Home Alteration and/or Vehicle Modification Benefit	\$10,000	
Aggregate Limit per any one accident	\$2,500,000	

\*If none of the Insured Person's children are eligible for either the Education or Day Care Benefits, \$2,500 will be paid to the Insured Person's beneficiary.

\*\*Expenses covered under this benefit include, but are not limited to: upgraded hospital accommodation; prescribed Nurse (up to \$5,000); prescription drugs, sera and vaccines; physiotherapy (up to \$5,000 per policy term); ambulance services (up to \$1,000); hearing aids, crutches, splints, casts, trusses, and braces (up to \$750 per policy term); rental of wheelchair or iron lung (up to \$5,000); and chiropractic care.



## Municipal Insurance Program Renewal Proposal

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### Details of Coverage and Conditions

- All duties of the Volunteer Fire Department are covered, including meetings, training drills, parades, fundraising events, and equipment testing
- In the event of accidental death of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity

### Exclusions

- Suicide or intentionally self-inflicted injury
- War
- Participation in a riot, insurrection, civil commotion or disturbance
- Active full-time, part-time or temporary service in the Armed Forces of any country
- Sickness or disease, other than as provided under "Heart and Circulatory Malfunction Benefit" and "Infectious Disease Benefit"
- Persons while acting in their duty as an aircraft pilot or crew member
- Persons not covered under any Federal or Provincial Hospital or Medical Plan
- Experimental drugs not approved by the appropriate governing authority, or experimental medical treatments

### Named Insured includes

All active members of the volunteer fire brigade, whether or not they receive remuneration for their services, as well as individuals drafted into emergency service at the scene of a fire by the Fire Chief or Acting Fire Chief of the Insured Public Sector Entity.

#### **USERS FACILITY PROGRAM**

This program is not a Public Entity Insurance Program and does not replace or participate with your General Insurance Program. The User Program enhances your General insurance Program by transferring the risk. It also offers the following advantages to both the User and the Municipality:

- It serves as a promotion/sales tool for the Municipality to attract more Users by having insurance readily available at reasonable rates, thereby increasing revenues for the Municipality.
- It provides the Municipality with direct knowledge of the insurance protection including its terms, conditions, limitations and the financial stability of the insurer without depending upon the User to find suitable insurance.
- The User is relieved of the need and difficulties of finding acceptable insurance and of providing his own Certificate of Insurance.
- It eliminates the expensive minimum premium cost to the User for "one shot" policies.
- It eliminates the need for the Municipality to require a Certificate of Insurance from the Users.
- It is a convenient and functional to both the Municipality and its Users.

An open "Master Policy" is issued to the Tenants and/or Lessees of the Facilities, owned and/or operated by "The Corporation of the Named Municipality" c/o "The Corporation of the Named Municipality".

Coverage applies only when the Facilities are rented to and being used by the Tenants/Users/Lessees for short-term events and are specifically declared to the "Master Policy".

Tenants/Users/Lessees of the Facilities are added as "Named Insureds" to the Master Policy. The Municipality is automatically an "Additional Insured" at no charge.

A certificate of insurance can be issued to the Tenant/User/Lessee if requested

This document was issued by:

**BFL CANADA Risk and Insurance Services Inc.**

181 University Avenue, Suite 1700

Toronto, Ontario M5H 3M7

Tel: (416)599-5530 Watt: (800) 668-5901 Fax: (416) 599-5458

Website: [www.BFLCANADA.ca](http://www.BFLCANADA.ca)

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

### **By-law No. 2015-153**

#### **Being a by-law to amend By-law No. 2012-157, being a by-law for the adoption of a Disposal of Surplus and Obsolete Assets Policy**

**Whereas** Section 10(2)4 of the of the Municipal Act, S.O. 2001, c.25, as amended, provides that a single-tier municipal may pass by-laws respecting the Public Assets of the municipality acquired for the purposes of exercising its authority under this or any Act;

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

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

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

**And whereas** the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-157 for the adoption of a Disposal of Surplus and Obsolete Assets Policy on November 6, 2012;

**And whereas** Council considered Administrative Report CS-026-2015 at the July 7, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-157 for consideration at the July 7, 2015 Regular Council meeting;

**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. 2012-157 by adding Article 3.3.1 iv) as follows:

#### *3.3.1 General Provisions:*

*iv) Disposals through transfers, donations or sale will be made on an "as is" condition with no implied warranties or guarantees.*

2. That Council hereby amends Schedule "A" to By-law No. 2012-157 by deleting Section 3.4 in its entirety and replacing it with the following:

#### **3.4 Sale of Assets:**

- 3.4.1 *Sale of Assets shall be done, where applicable, by advertised tender, request for quotation, public auction or on-line auction.*
- 3.4.2 *Where it is deemed appropriate, the Treasurer in consultation with the City Manager and applicable director/manager may set a reserve price for an asset that is to be sold.*
- 3.4.3 *Regardless of the advertising method utilized, adequate notice must be given to the public to ensure that the principles outlined in this policy can be reasonable achieved. Notice can be in the form of Council notice/agendas, advertisements in local or regional media or on-line.*
- 3.4.3 *The period between the notice and the disposal of the asset must be a minimum of fourteen (14) days. Notices on the City's website will be for a minimum of seven (7) days.*
3. That is by-law shall come into effect upon its passing.
4. 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 7<sup>th</sup> day of July, 2015.

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Deputy Mayor – Mike McArthur

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Clerk – David B. Treen



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

**By-law No. 2015-154**

**Being a by-law to enter into an Agreement with Mitchell Architects for the completion of Condition Survey of the Haileybury Fire Station**

**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. PPP-008-2015 at the July 7<sup>th</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Mitchell Architects for a Condition Survey of the Haileybury Fire Station for consideration at the July 7<sup>th</sup>, 2015 Regular Council meeting;

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

1. That Council authorizes the Mayor and Clerk to enter into an agreement with Mitchell Architects for a Condition Survey of the Haileybury Fire Station at an upset limit of \$16,300 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 7<sup>th</sup> day of July, 2015.

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Deputy Mayor - Mike McArthur

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Clerk – David B. Treen



Schedule "A" to

**By-law 2015-154**

Agreement between

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

and

**Mitchell Architects**

for a Condition Survey of the Haileybury Fire Station

**This agreement** made in duplicate this 7<sup>th</sup> day of July, 2015.

Between:

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

And:

**Mitchell Architects**  
(hereinafter called "the Consultant")

Witnesseth:

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

**Article I:**

The Consultant will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Haileybury Fire Station – Condition Survey  
Request for Proposal No. PPP-RFP-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;  
c) Complete, as certified by the Engineer, all the work by **November 30, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Sixteen Thousand, Three Hundred Dollars and Zero Cents (\$16,300.00) 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:**

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Consultant:

**Mitchell Architects**  
124a Main Street East  
North Bay, Ontario  
P1B 1A8

The Owner:

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

The Director:

**Manager of Physical Assets**  
**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 )

Consultant's Seal )  
(if applicable) )

Municipal Seal )

**Mitchell Architects**

\_\_\_\_\_  
President – Paul Mitchell

\_\_\_\_\_  
Witness – John Weinhardt

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Deputy Mayor – Mike McArthur

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-154**

June 23, 2015

via email

File: 2015-033

Mr. Mitch Lafreniere  
Manager of Physical Assets  
City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, ON P0J 1K0

and

Mr. Tim Uttley  
Fire Chief

Dear Mitch and Tim:

**Re: Proposed Fee / Scope of Services Revision  
PPP-RFP-001-2015 - Haileybury Fire Station Condition Survey  
City of Temiskaming Shores**

Further to our recent discussions and our proposal of May 5<sup>th</sup>, 2015 regarding the above project, we provide herein our revised fee / scope of services proposal. The scope of services and related fee proposal revisions were requested by the municipality in response to budget restrictions and a refining of the project needs.

**Revised Scope of Services**

The original RFP requirements for the assignment include 3 major tasks:

- Preparation of As-Found Drawings
- Building Condition Survey
- Feasibility Study

The following summarizes our proposed revised approach to the scope of services being provided for each of these 3 major tasks.

**Preparation of As-Found Drawings**

The original RFP required that architectural, plumbing and electrical as-found drawings to be prepared. As a cost savings measure, we propose that only the architectural as-found drawings be prepared at this time. The architectural drawings are required to study redevelopment options for the existing building whereas mechanical and electrical drawings are not - and building redevelopment may alter existing M and E systems making the prepared drawings obsolete.

### Building Condition Survey

The original RFP provided a prescribed approach to the building condition survey and required that architectural, structural, mechanical and electrical systems be reviewed. Completing the building condition survey in the context of redeveloping the building is still very important and will help guide the design.

From a structural engineering perspective, we do not see any opportunity to reduce the scope of services relative to a review of the building's structure.

From the architectural, mechanical and electrical perspectives, given that a redevelopment of the existing building is being contemplated, the amount of review and reporting time can be reduced in two primary manners:

- Reduce the amount of time spent on reporting on obviously obsolete systems or systems which will likely be affected by a reno/addition project.
- Similarly reduce the amount of time reviewing system alternatives (e.g. energy efficiency/cobnservation) and preparing associated cost estimating where those systems are likely to be updated as part of reno/addition project.

This approach will focus our efforts on examining the building shell or "bones of the building" and put less emphasis on reviewing building finishes and other systems that are likely to change as part of a renovation project.

### Feasibility Study

The feasibility study contemplated by us in our original proposal submission assumed that we would need to study a broad range of options including redevelopment of the existing building on the current site, an all new building and possibly a change of use of other existing buildings. The municipality has confirmed that its preferred, and likely the only financially viable option, is for the redevelopment of the existing building by way of renovations and/or additions. Minimizing the options to be reviewed will reduce the amount of time we need to spend examining options and allow us to focus our efforts on refining the redevelopment option.

### Proposed Revised Fee

The original RFP required that we provide an hourly to an upset limit fee. Our original fee estimate was \$23,000 plus HST and exclusive of disbursements.

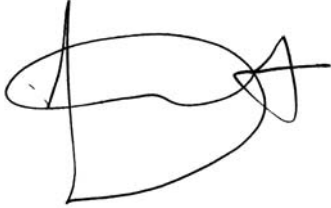
In conjunction with the changes in the scope of work noted herein, we now propose a **Fixed Fee of \$14,900 plus HST** and exclusive of disbursements (primarily travel costs) which remain estimated at \$1,400.



Thank you again for the opportunity of providing you with this revised fee proposal - we appreciate your confidence in our firm. If we can be of further assistance, or if you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

**Mitchell Architects Inc.**

A handwritten signature in black ink, consisting of several overlapping loops and a vertical line on the left side.

John Weinhardt, Dipl. Arch. Tech., A.Sc.T.  
Principal/Senior Project Manager



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

**By-law No. 2015-155**

**Being a by-law to confirm certain proceedings of Council of  
The Corporation of the City of Temiskaming Shores for its  
Special meeting held on June 18, 2015 and its Regular  
meeting held on July 7, 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 Special meeting held on **June 18, 2015** and its Regular meeting held on **July 7, 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 7<sup>th</sup> day of July, 2015.

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Deputy Mayor – Mike McArthur

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Clerk – David B. Treen