



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, March 1, 2016  
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 – February 16, 2016

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

7.1. *Application for Approval of a Plan of Subdivision*

**Subject Land:** Concession 2, Part of Lot 10 Dymond Twp.

**Applicant:** FPT Holdings Ltd.

**Purpose:** To create a 26 lot residential subdivision on 4.85 hectares of land located on the southern portion of the property.

7.2. *Declaration of Surplus Land – Barr Drive*

**Subject Land:** Part 4, Plan 54R-2876

**Applicant:** 1470739 Ontario Ltd. (Hearn Construction)

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Jason Dias and Eric Lamothe, MDB Insight – South Temiskaming Cultural Sustainability Project

**Re:** Regional Cultural Sustainability Plan for South Temiskaming – Final Draft

- b) Steve Schmidt, VIP Energy

**Re:** City of Temiskaming Shores' Municipal Energy Plan

- c) Tammie Borgen-Flood, Project Manager - Healthy Kids Community Challenge

**Re:** Community Needs Assessment – Overview

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges the presentation from Tammie Borgen-Flood, Project Manager – Healthy Kids Community; and

That Council further acknowledges the completion of the Healthy Kids Community Challenge – Community Needs Assessment for the City of Temiskaming Shores which is available through the Healthy Kids Project Manager.

- d) Marc Dumont – 138334 Peters Road

**Re:** Bilingual Documents

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges the presentation from Marc Dumont in regards to Bilingual Documents; and

That in accordance with Procedural By-law No. 2008-160, as amended that the City Manager assign this matter to the appropriate Director and/or Committee of Council for follow up.

**10. Communications**

- a) Carla Nell, Vice-President Municipal & Stakeholders Relations – Municipal Property Assessment Corporation

**Re:** Changes to the 2016 Assessment Update

**Reference:** Referred to the Treasurer

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

**Re:** OCIF Funding - \$1,599,919 (85%) – North Cobalt Water Supply Stabilization Project

**Reference:** Motion to be presented under New Business

- c) Michael Jacek, Senior Advisor – Association of Municipalities of Ontario  
**Re:** Ontario Announces Green Social Housing Retrofits  
**Reference:** Referred to the District of Timiskaming Social Services Administrative Board (DTSSAB)
  
- d) Matthew Wilson, Senior Advisor – Association of Municipalities of Ontario  
**Re:** Policing Consultations Announced  
**Reference:** Referred to the Police Services Board
  
- e) Martin Quinn, Chair – Communities in Bloom  
**Re:** Invitation to participate in 2016 Edition of Communities in Bloom Ontario  
**Reference:** Received for Information
  
- f) Lynne Anderson, Vice President Applications – Ontario Energy Board  
**Re:** Natural Gas Expansion in Ontario – Hearing notice  
**Reference:** Received for Information
  
- g) Kevin Buckland, Manager/Client Satisfaction – True Steel Security  
**Re:** False Alarm Credit Request – 380 Whitewood Avenue  
**Reference:** Motion to be presented under New Business
  
- h) Province of Ontario – News Release  
**Re:** Province Expanding Ontario Community Infrastructure Fund and Connecting Links Program  
**Reference:** Referred to Senior Staff

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 and/or reports be accepted for information:

- a) 2013 and 2014 Audited Financial Statements for the Earleton Timiskaming Regional Airport Municipal Services Board;
- b) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on December 10, 2015;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on January 20, 2016; and
- d) Minutes of the Contract Consultation meeting with OCWA held on February 18, 2016.

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

Draft Motion

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

- a) Minutes of the Building Maintenance Committee meeting held on February 17, 2016;
- b) Minutes of the Public Works Committee meeting held on February 17, 2016.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) Autism Ontario – Raise the Flag – Monday, April 4, 2016**

*Draft Motion*

Whereas World Autism Awareness Day will be recognized on April 2, 2016 in Canada thanks to Liberal Senator Jim Munson's Bill S-206, an *Act Respecting World Autism Awareness Day*; and

Whereas Autism Spectrum Disorders affect over 100,000 Ontarians and is recognized as the most common neurological disorder affecting 1 in every 94 children, as well as their friends, family and community; and

Whereas ASD is a spectrum disorder, which means it not only manifests itself differently in every individual, but also its characteristics will change over the life of each individual as well.

Now therefore be it resolved that Council of the City of Temiskaming Shores hereby proclaims April 2, 2016 as "**World Autism Awareness Day**" and invites everyone to the raising of the Autism Ontario Flag at City Hall on Monday, April 4, 2016 at 11:30 am.

**b) City of Greater Sudbury – Support for opposing relocation of OPP helicopter from Sudbury to Orillia**

*Draft Motion*

Whereas in April of 2015 the OPP search and rescue helicopter was re-deployed from Sudbury to Orillia; and

Whereas concerns have been expressed regarding the protection and safety of people in Northern Ontario since the response time has been increased; and

Whereas Orillia is located in a snow belt and helicopters are allegedly not always able to fly in an emergency as a result of adverse weather conditions; and

Whereas many areas in the North can only be accessed in a timely manner by air; and

Whereas faster response times can mean the difference between life and death in certain conditions; and

Whereas the results of a review of the decision to move the OPP search and rescue helicopter from Sudbury to Orillia have not yet been made available and the helicopter remains in Orillia.

Now therefore be it resolved that the Council of the Temiskaming Shores hereby respectfully requests that the Premier and the Minister of Community Safety and Correctional Services, expedite the return of the OPP search and rescue helicopter to the Sudbury airport to better serve the needs of Northern communities; and

Further be it resolved that a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Yasir Naqvi, Minister of Community Safety and Correctional Services; and John Vanthof, MPP for Timiskaming-Cochrane.

**c) Ontario Community Infrastructure Fund (OCIF) Application Based Component – Intake Two – North Cobalt Water Supply Stabilization Project**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of correspondence from the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) approving the City's application in the amount of \$1,599.919 for the "*North Cobalt Water Stabilization Project*"; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with OMAFRA for consideration at the March 1, 2016 Regular Council meeting.

**d) True Steel Security – 380 Whitewood Avenue – False Alarm Charges**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of a letter dated February 22, 2016 from True Steel Security with respect to three (3) false alarms at 380 Whitewood Avenue

(Petro-Canada) on December 23, 2015; January 2, 2016; and January 11, 2016; and

Further be it resolved that Council hereby **approves/denies** the request to reduce the false alarm fines that were applied in accordance to By-law 2015-178.

**e) Administrative Report No. PW-007-2016 – Equipment Purchase – Service Van**

**Draft Motion**

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2016;

That Council approves the purchase of a service van, as detailed in Request for Proposal PW-RFP-007-2016, and directs staff to prepare the necessary by-law to enter into an agreement with Wilson Chevrolet Buick GMC for supply an delivery of a 2016 Service Van at an upset cost of \$61,832.00 plus applicable taxes for consideration at the March 1, 2016 Regular Council meeting.

**f) Administrative Report No. PW-008-2016 – Flat Roof Replacement – New Liskeard Fire Hall and Haileybury Arena**

**Draft Motion**

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2016;

That as outlined in Section 3.5 of the City Purchasing Policy, Council approves the award of the contract to J.G. Fitzgerald & Sons Ltd. for the replacement of two flat roofs, as detailed in Request for Quote PW-RFQ-001-2016 for a total upset limit of \$116,920 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the March 1, 2016 Regular Council meeting.

**g) Administrative Report No. PW-009-2016 – Haileybury Landfill Closure Plan – Award of Engineering Services**

**Draft Motion**



Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-009-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to EXP Services Inc. to proceed with the development of the required Closure Plan for the Haileybury Landfill as detailed in Request for Proposal PW-RFP-003-2016 for a total upset limit of \$15,750 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the March 1, 2016 Regular Council meeting.

**h) Administrative Report No. PW-010-2016 – Tender Award – STATO Trail Extension (Hessle Street to Highway 65 East)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract for the *Construction of the STATO Trail – Armstrong Street to Miller Paving Limited* in the amount of \$120,875 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law, with the inclusion of a conditional requirement that an Easement be secured from ARIO for the portion of the trail that traverses their property, for consideration at the March 1, 2016 Regular Council meeting.

**i) Memo No. 004-2016-CGP – BIA Youth Intern – Amendment to By-law No. 2015-099**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2016-CGP; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-099 to extend the agreement with the Ministry of Industry – FedNor for funding assistance towards hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area.

**j) Memo No. 003-2016-CS – Grant Municipal Drain – Assessed Owners’ Payment Options**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2016-CS;

That Council authorizes staff to forward invoices to assessment valuations under \$1,500 in accordance with By-law No. 2015-067 with payment due in full sixty (60) days from the date of the invoice; and

That Council authorizes staff to forward invoices to assessment valuations over \$1,500 with the following payment options:

Option No. 1

Payment in full due 60 days from the date of invoice.

Option No. 2

Five (5) year repayment plan:

- Annual Interest Rate: 5% (as per the Interest Act)
- Payments\*: Five (5) equal payments

\* Exception:

Year 1: If the annual payment in the first year of the plan is less than \$1,500; a \$1,500 minimum payment will be due and payable within sixty (60) days from the date of the invoice.

Year 2-5: The balance of the funds will be financed equally over the remaining term of the plan.

**k) Declaration of Surplus Land – Part 4 on Plan 54R-2876 Barr Drive**

Draft Motion

Whereas By-law No. 2015-160 Procedural Policy for the Disposal of Real Property states Council must declare property as surplus through resolution prior to disposal; and

Whereas Public Notice of Council’s intent to consider the sale of municipal property on Barr Drive was provided in accordance with Section 6 of the *Disposal of Real Property By-law* and a Public Meeting was held on March 1, 2016.

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

**Subject Land:** Part of South ½ of Lot 7, Concession 1 Township of Dymond, more specifically being Part 4 on Plan 54R-2876.

**I) Memo No. 003-2016-PPP – Haileybury Fire Station Building Condition Survey**

*Draft Motion*

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2016-PPP;

That Council further acknowledges receipt of the Building Condition Survey prepared by Mitchell Architects for the Haileybury Fire Hall dated December 2015;

That Council refers the survey to the Fire Department Master Fire Plan Review Committee and requests that the committee provide recommendations to Council on capital improvements, and how best to allocate short and/or long term expenditures regarding the Haileybury Fire Station; and

That Council appoints Councillor Danny Whalen to replace Councillor Mike McArthur on the Fire Department Master Fire Plan Review Committee on an ad hoc/temporary basis for the purpose of reviewing the Haileybury Fire Station Condition Survey.

**16. By-laws**

*Draft Motion*

Be it resolved that:

**By-law No. 2016-031** 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 Agriculture, Food and Rural Affairs under the Ontario Community Infrastructure Fund (OCIF) – Application Based Component – North Cobalt Water Stabilization Project – OCIF Project No. AC2-0286

By-law No. 2016-032 Being a by-law to enter into an agreement with EXP Services Inc. for the Provision of Engineering Services for the development of the required Closure Plan for the Haileybury Landfill

By-law No. 2016-033 Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for the Construction of the Active Trail System from Hesse Street to Highway 65 East along the East side of Armstrong Street

By-law No. 2016-034 Being a by-law to enter into an Agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) 2016 Service Van

By-law No. 2016-035 Being a by-law to enter into an Agreement with J.G. Fitzgerald & Sons Ltd. for the replacement of the flat roofs at the New Liskeard Fire Hall and the Haileybury Arena

By-law No. 2015-036 Being a by-law to amend By-law No. 2015-099 (Funding Agreement with FedNor for a Business Development Coordinator Intern for the New Liskeard Business Improvement Area)

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that:

By-law No. 2016-031;

By-law No. 2016-032;

By-law No. 2016-033;

By-law No. 2016-034;

By-law No. 2016-035;

By-law No. 2016-036;

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

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, March 15, 2016 at 6:00 p.m.
- b) Regular – Tuesday, April 5, 2016 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 February 16, 2016 – Closed Session Minutes;
- b) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Temiskaming Municipal Building Association
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2016-037 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 **March 1, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-037 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

Draft Motion

Be it resolved that City Council adjourns at \_\_\_\_\_ pm.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, February 16, 2016**  
**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, Patricia Hewitt, Doug Jelly, Jeff Laferriere,  
Mike McArthur and Danny Whalen

Also

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Jennifer Pye, Planner  
Kelly Conlin, Director of Corporate Services (A)  
Tim Uttley, Fire Chief  
James Franks, Economic Development Officer  
Laura-Lee MacLeod, Treasurer

Regrets:

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchberger, CJTT

Members of the Public Present: 1

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

None

**4. Approval of Agenda**

*Resolution No. 2016-063*

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

**Carried**

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

None

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

*Resolution No. 2016-064*

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

a) Regular Meeting of Council – February 2, 2016

**Carried**

**Note:** Councillor Whalen clarified that a motion was presented to modify the motion for item 15 g) Administrative Report No. PW-004-2016 – Equipment Purchase – Light Duty Pick-up Trucks to obtain four (4) units from Wilson Chevrolet as opposed to two (2) from Wilson’s and two (2) from Mathews Motors.

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

None

**8. Question and Answer Period**

None

**9. Presentations / Delegations**



- a) Steve Burnett, Technical and Environmental Compliance Coordinator

**Re:** Bill 151 Waste Free Ontario Act

Technical and Environmental Compliance Coordinator, Steve Burnett utilizing a powerpoint presentation provided Council with an overview of Bill 151 – Waste Free Ontario Act. Steve outlined the background and that the Waste Diversion Act, 2002 established current diversion programs (blue box, OTS, HHW and WEE) and the government is proposing a strategy for a Waste-Free Ontario and introduced Bill 151 Waste Free Ontario Act in November 2015.

Bill 151 will enact the Resources Recovery and Circular Economy Act (RRCEA) and the Waste Diversion Transition Act (WDTA) anticipated to be enacted in June 2016. The RRCEA focuses on three areas; full producer responsibility, brand holders to collect and process designated products and roles of the Resource Productivity and Recovery Authority. The WDTA focuses on the transition of the current programs to a full producer responsibility.

Steve outlined some of the issues that may have an impact on the City of Temiskaming Shores upon enactment of the RRCEA and the WDTA including the following:

- No defined role for municipalities in operation diversion programs;
- No targets for producer performance or how they would be set (i.e. geographically or province wide);
- No mention of collection arrangements by producers;
- No role for municipalities in the transition process;
- Uncertainty of municipal representation in development of policies and regulations;
- No clear requirement for producers to pay for designated material ending up in municipal waste;
- No recovery targets for between residential and ICI sector.

Steve in conclusion recommended that Council, through resolution, support staff in submitting comments on Bill 151 which would focus on issues outlined in the presentation.

Resolution No. 2016-065

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges the presentation from Steve Burnett, Technical and Environmental Compliance Coordinator; and

That Council authorizes staff to submit comments in regards to Bill 151 - *The Waste Free Ontario Act*.

**Carried**

**10. Communications**

- a) Kayla Marwick, Co-chair – Spread the Word to End the Word

**Re:** Request for Proclamation – March 2, 2016 as “Spread the Word to End the Word Day”

**Reference:** Received for Information

**Note:** *Councillor McArthur requested that this matter for proclamation be considered at the February 16, 2016 Regular Council meeting due to timing constraints.*

- b) Autism Ontario – Raise the Flag Committee

**Re:** Request to Raise the Flag – Monday April 4, 2016

**Reference:** Received for Information

**Note:** *Councillor McArthur requested that this matter be considered at the March 1, 2016 Regular Council meeting.*

- c) Kevin Morrison, Mayor – Town of Goderich

**Re:** Invitation – Ontario Small Urban Municipalities Conference and Trade Show – May 4 – 5, 2016 – Goderich, Ontario

**Reference:** Received for Information

- d) Mayor Bigger – City of Greater Sudbury

**Re:** Resolution opposing relocation of OPP helicopter from Sudbury to Orillia

**Reference:** Received for Information

**Note:** *Mayor Kidd McArthur requested that this matter be considered at the March 1, 2016 Regular Council meeting.*

e) Sarah Smith, Acting Clerk – Township of Wainfleet

**Re:** Request for support – Resolution requesting that Ontario cancel RFP for Added Wind Power Generation

**Reference:** Received for Information

f) Mona Habashy - Ontario Energy Board - Notice

**Re:** Hearing – Mechanisms to recover costs for expansion of natural gas into Ontario communities that are currently not served with natural gas

**Reference:** Received for Information

g) Honorable Jeff Leal, Minister – Ministry of Agriculture, Food and Rural Affairs

**Re:** 2016 Premier's Award for Agri-Food Innovation Excellence program – Applications Open

**Reference:** Received for Information

h) Douglas Walsh, Chairperson – Northeastern Ontario Public Works Organization

**Re:** Invitation – 2016 Annual Manager's Forum – April 26, 2016 – South Porcupine

**Reference:** Motion to be presented

i) MP Charlie Angus – Timmins-James Bay

**Re:** Letter to Honourable Navdeep Bains - Innovation, Science and Economic Development Minister – Request for firmer commitment by reversing previous government cuts to FedNor

**Reference:** Received for Information

- j) MP Charlie Angus – Timmins-James Bay

**Re:** Open letter to Parliament entitled “Ensuring a strong voice for Northern Ontario in Parliament”

**Reference:** Received for Information

- k) MPP John Vanthof – Timiskaming-Cochrane

**Re:** Auditor General’s review of 2016 MTO Winter Operations – opportunity for municipalities to showcase issues specific to our region

**Reference:** Referred to the Director of Public Works

- l) Bruce Strapp, Executive Director – Northern Ontario Heritage Fund Corporation (NOHFC)

**Re:** Project No. 8100168 – Temiskaming Shores Commercial Strip Infrastructure Upgrades – Connection of New Liskeard water system to Dymond water system in the amount of \$1,000,000

**Reference:** Motion to be presented under New Business

- m) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** FONOM & NOMA team up with Grain Farmers to Launch Growing Ontario – New Voice for Northern and Rural Ontario

**Reference:** Received for information

- n) AMO Communications

**Re:** Request for Support – Broader Investment Powers

**Reference:** Motion to be presented under New Business

o) George Lefebvre, Mayor – Town of Latchford

**Re:** Letter to MP – support for renewal of the Local Initiatives Contribution Program through the Community Futures Development Corporations

**Reference:** Received for Information

p) Timiskaming Health Unit

**Re:** Resolution No. 01-2016 – Support for Smoke-Free Multi-Unit Housing

**Reference:** Received for Information

q) Mayor Carman Kidd – Temiskaming Shores

**Re:** Draft Letter of Support to District School Board Ontario North East – Community Hubs

**Reference:** Motion to be presented under New Business

Resolution No. 2016-066

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**

Resolution No. 2016-067

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Whereas the terms “mental retardation” or “mentally retarded” were medical terms with a specifically clinical connotation; however, the forms “retard” and “retarded” (the Word) have been used in today’s society to degrade and insult people with intellectual disabilities; and

Whereas use of the Word reinforces painful stereotypes of people with intellectual disabilities being less valued members of humanity; and

Whereas “Spread the Word to End the Word” is an ongoing international effort by Special Olympics, Best Buddies and various supporters to inspire respect and acceptance through raising the consciousness of society about the R-word.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim March 2, 2016 as “***Spread the Word to End the Word***” in the City of Temiskaming Shores.

**Carried**

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

### Resolution No. 2016-068

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

- a) Minutes of the Timiskaming Board of Health meeting held on December 9, 2015;
- b) Timiskaming Board of Health 4<sup>th</sup> Quarter / 2015 Year-End Board Report;
- c) Minutes of the New Liskeard Business Improvement Area Board of Management meeting held on February 1, 2016;
- d) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on November 12, 2015.

**Carried**

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

### Resolution No. 2016-069

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Public Works Committee meeting held on January 14, 2016;
- b) Minutes of the Building Maintenance Committee meeting held on January 14, 2016;
- c) Minutes of the Protection to Persons and Property Committee meeting held on January 22, 2016.

**Carried**

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

Councillor McArthur indicated that the South Temiskaming Cultural Sustainability Project Committee met on February 11<sup>th</sup> and the draft report from MDB Insight will be presented to stakeholders on March 1<sup>st</sup> in Cobalt. MDB will also make a presentation to this Council at the March 1, 2016 Regular Council meeting.

Councillor McArthur commented that Recreation Services is providing some great venues for outdoor activities, outdoor rinks in Dymond and North Cobalt as well as a skating path at the PF Centre, a sliding hill located adjacent to tennis courts and with the assistance of the Healthy Kids Program snow shoes are available for use at the Pool/Fitness Centre at no charge. The Timiskaming Gymnastics Club has started at the “Shep” and is in full swing. Other activities include the Great Northern Family Health Team providing Thai Chi classes for adults 65 years and older, Diabetes Expo to be held in November and the 2016 Cultural Days will be held from September 30<sup>th</sup> to October 1<sup>st</sup>.

Councillor Jelly attended the Ontario Association of Police Services Board Directors meeting on February 4<sup>th</sup> in Toronto. The Police Services Act will be opened for review in the spring and there seems to be some confusion of the make up of Section 5.1 and 10 in the future. There are some suggestions that 5.1 may disappear and a limited number of boards per detachment. It is something Councillor Jelly will be keeping an eye on and will report back to the PSB and Council.

Mayor Kidd indicated that Earlton-Timiskaming Regional Steering Committee received a report from the consultant Explorer Solutions just before Christmas recommended setting up an Airport Authority, made up of various community partners and transfer the ownership of the airport to the authority. A proposal in this regard was forwarded to the Township of Armstrong and we recently received correspondence back from Armstrong with some alternative conditions and we will have to renegotiate some items.

Mayor Kidd indicated that he will be attending a Public Meeting tomorrow (February 17<sup>th</sup>) be set up by the North East LHIN to discuss their Patient First proposal that may affect how various programs are funded.

### **14. Notice of Motions**

None

**15. New Business****a) Fuel pricing along the Highway 11 corridor in North Eastern Ontario – Letter to Competition Bureau***Resolution No. 2016-070*

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Whereas gasoline prices in the Province of Ontario seem to have dropped significantly with the declining oil prices with the exception of the Highway 11 corridor in Northeastern Ontario which have remained consistently above the average; and

Whereas in other neighbouring jurisdictions prices are 10% to 20% cheaper.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby petitions John Vanthof, MPP for Timiskaming-Cochrane; the Honourable Bob Chiarelli, Minister of Energy; the Honourable Michael Gravelle, Minister of Northern Development and Mines; the Honourable Kathleen Wynne, Premier Ontario; and the Honourable James Gordon Carr, Minister of Natural Resources Canada to review and provide rationale to these inconsistencies; and

Furthermore be it resolved that a copy of this resolution be sent to the Competition Bureau to initiate an investigation.

**Carried****b) Memo No. 003-2016-RS – Bicycle Friendly Committee / Appointment of members***Resolution No. 2016-071*

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2016-RS;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-001 to add the Bicycle Friendly Committee as a Committee of Council and appoint Mayor Kidd as the Council appointed member for consideration at the February 16, 2016 Regular Council meeting;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030, being a by-law to appoint community representatives to various Committees and Boards for the 2015-2018 Term of Council for the



appointment of members to the Bicycle Friendly Committee for consideration at the February 16, 2016 Regular Council meeting.

**Carried**

**c) Administrative Report No. RS-005-2016 – Replacement of the Haileybury Arena Condenser**

Resolution No. 2016-072

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-005-2016;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the replacement and installation of the Ammonia Plant Condenser for the Haileybury Arena and awards the contract to Air-Co Limited at an upset limit of \$105,948.00 plus applicable taxes as detailed in the Request for Quotation; and

That Council directs staff to prepare the necessary by-law and agreement to enter into an agreement with Air-Co Limited for consideration at the February 16, 2016 Regular Council meeting.

**Carried**

**d) Administrative Report No. RS-006-2016 – Seniors Community Grant Program**

Resolution No. 2016-073

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. RS-006-2016; and

That Council direct staff to submit an application to The Ontario Seniors' Secretariat – Seniors Community Grant Program in the amount of \$10,000 to coordinate and host an Age Friendly Fair and Activity Guide with a municipal contribution of \$2,000 in-kind including facility space, marketing and staff time.

**Carried**

**e) Administrative Report No. RS-007-2016 – Healthy Kids Community Challenge Steering Committee appointees and Terms of Reference**

Resolution No. 2016-074

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. RS-007-2016;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-001 to add the Healthy Kids Community Challenge Steering Committee as a Committee of Council and appoint Mayor Kidd as the Council appointed member for consideration at the February 16, 2016 Regular Council meeting;

That Council directs staff to prepare the necessary by-law to adopt Terms of Reference for the Healthy Kids Community Challenge Steering Committee for consideration at the February 16, 2016 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030, being a by-law to appoint community representatives to various Committees and Boards for the 2015-2018 Term of Council for the appointment of members to the Healthy Kids Community Challenge Steering Committee for consideration at the February 16, 2016 Regular Council meeting.

**Carried**

**f) Administrative Report No. CGP-005-2016 – Culture Days 2016**

Resolution No. 2016-075

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-005-2016;

That Council authorizes the in-kind labour of staff to assist in the set-up of the event;

That Council directs staff to purchase advertising for Culture Days to an upset limit of \$1,500; and

That Council allows free public use of the New Liskeard Community Hall, the Don Shepherdson Memorial Arena, the Pool & Fitness Centre and the Carter Antila Memorial Skate Park as per the request of the Temiskaming Culture Days Coordinator.

**Carried****g) Treasurer's 2015 - Statement of Remuneration**Resolution No. 2016-076

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Whereas Section 284 (1) of the Municipal Act, 2001 states that the Treasurer of a municipality shall in each year, on or before March 31, provide to the Council of the municipality an itemized statement of remuneration and expenses paid in the previous year to each member of Council and to each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Now therefore be it resolved that Council acknowledges receipt of the 2015 Statement of Remuneration and Expenses as submitted by the Treasurer.

**Carried****h) NOHFC Funding Agreement – Temiskaming Shores Commercial Strip Infrastructure Upgrades**Resolution No. 2016-077

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt funding approval from NOHFC for the Temiskaming Shores Commercial Strip Infrastructure Upgrades in the amount of \$1,000,000; and

That Council hereby directs staff to prepare the necessary by-law to enter into a Funding Agreement with the Northern Ontario Heritage Fund Corporation for consideration at the February 16, 2016 Regular Council meeting.

**Carried****i) Approval of attendance to the North Eastern Ontario Public Works Organization (NEOPWO) Annual Manager's Forum**Resolution No. 2016-078

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of **Mayor Kidd** and **Councillor Jelly** to the North Eastern Ontario Public Works Organization annual Manager's Forum scheduled for April 26, 2016 in South Porcupine; and

Further be it resolved that the expenses incurred in attending the said conference be covered in accordance to the Municipal Business Travel and Expense Policy.

**Carried**

**j) Association of Municipalities of Ontario – Support for Broader Investment Powers**

Resolution No. 2016-079

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Whereas municipalities are required to invest their reserves in accordance with the Municipal Act, 2001 and Ontario Regulation 438/97, as amended, which specifically outlines allowable investments; and

Whereas to ensure the sustainability and sound stewardship of the municipality's investments, the municipality is of the opinion that changes should be made to the Municipal Act, 2001 and Ontario Regulation 438/97 to allow for prudent investment of reserves, if those investments are professionally managed and part of a broader investment strategy; and

Whereas the Prudent Investor Standard is an industry accepted best practice in effectively managing a portfolio of investments, and the Standard applies to investments, not in isolation, but in the context of the portfolio of investments and as part of an overall strategy, that should incorporate acceptable risk and return objectives suitable to the stakeholders; and

Whereas the Province is conferring "Prudent Investor" status on the City of Toronto to enable greater diversification in portfolio management; and

Whereas the Association of Municipalities of Ontario (AMO), Local Authority Services (LAS) and the Municipal Finance Officers Association of Ontario (MFOA), have long requested that the Prudent Investor Standard apply to all municipal investments that are invested with the One Investment Program; and

Whereas in 2005, municipalities were granted the ability to invest in longer-term corporate bonds and Canadian equity investments via only the One Investment Program, and the One Investment Program has demonstrated

strong investment returns for municipalities within these “new” investment sectors; and

Whereas the institutional portfolio managers utilized by the One Investment Program recommend that the Prudent Investor Standard approach is a more appropriate approach to investing; and

Whereas operating municipal investments under the Prudent Investor Standard is precluded by the Municipal Act, Eligible Investments, in its current form;

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the request of AMO, LAS and MFOA to amend Ontario Regulation 438/97, as amended of the Municipal Act, 2001 to allow municipalities to invest consistent with the Prudent Investor Standard, if such investments are through the One Investment Program.

**Carried**

**k) Letter of Support to District School Board Ontario North East – Community Hubs**

Resolution No. 2016-080

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Whereas District School Board Ontario North East is seeking support from the Council of the City of Temiskaming Shores in regards to the development of a community hub, within the framework of a potential new school in the City; and

Whereas the City of Temiskaming Shores is encouraged with the initiative which may incorporate a new joint public/student library;

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby authorizes a letter of support being sent to District School Board Ontario North East for a Community Hub initiative.

**Carried**

**Recorded Vote**

**For Motion**

Councillor Foley  
Councillor Jelly  
Councillor Laferriere  
Councillor McArthur  
Councillor Whalen  
Mayor Kidd

**Against Motion**

Councillor Hewitt

**16. By-laws**

Resolution No. 2016-081

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2016-017 Being a by-law to enter into an Agreement with Wilson Chevrolet Limited for the supply and delivery of four (4) 2016 Chevrolet Silverado 1500 half-ton trucks

By-law No. 2016-025 Being a by-law to enter into an agreement with Air-Co Limited Incorporated for the supply and installation of a BAC Dry Operation Condenser on an engineered stand complete with a Glycol Loop at the Haileybury Arena

By-law No. 2016-026 Being a by-law to enter into a Funding Agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Strategic Economic Infrastructure Program – Connection of the New Liskeard water system to the Dymond water distribution system – NOHFC Project No. 8100168

By-law No. 2016-027 Being a by-law to amend By-law No. 2015-001 being a by-law to appoint Council Committees and Council Representatives to various Boards & Committees for the December 1, 2014 to November 30, 2018 Term of Council to establish a Bicycle Friendly Committee and a Healthy Kids Community Challenge Steering Committee

By-law No. 2016-028 Being a by-law to amend By-law No. 2015-030, as amended being a by-law to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council – Appointment of members to the Bicycle Friendly Committee and the Healthy Kids Community Challenge Steering Committee

By-law No. 2016-029 Being a by-law to adopt Terms of Reference for the Healthy Kids Community Challenge Steering Committee

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-082

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2016-017;

By-law No. 2016-025;

By-law No. 2016-026;

By-law No. 2016-027;

By-law No. 2016-028;

By-law No. 2016-029;

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

**Carried**

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, March 1, 2016 at 6:00 p.m.
- b) Regular – Tuesday, March 15, 2016 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

Resolution No. 2016-083

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:25 pm to discuss the following matters:

- a) Adoption of the January 19, 2016 – Closed Session Minutes;
- b) Adoption of the February 2, 2016 – Closed Session Minutes;
- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Potential Disposition of land – Barr Drive
- d) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal Matters about an identifiable individual – Confidential Administrative Report No. CS-002-2016

**Carried**

Resolution No. 2016-084

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report at 8:07 p.m.

**Carried**

**a) Adoption of the January 19, 2016 – Closed Session Minutes**

Resolution No. 2016-085

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council approves the January 19, 2016 Closed Session Minutes as printed.

**Carried**

**b) Adoption of the February 2, 2016 – Closed Session Minutes**

Resolution No. 2016-086

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council approves the February 2, 2016 Closed Session Minutes as printed.

**Carried**



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

Council provided direction to staff in Closed Session.

**d) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal Matters about an identifiable individual – Confidential Administrative Report No. CS-002-2016**

Council provided direction to staff in Closed Session.

**20. Confirming By-law**

Resolution No. 2016-087

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2016-030 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 **February 16, 2016** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-088

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2016-030 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2016-089

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:11 p.m.

**Carried**

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Mayor – Carman Kidd

---

Clerk – David B. Treen

The City of Temiskaming Shores has received the following application for approval of a plan of subdivision:

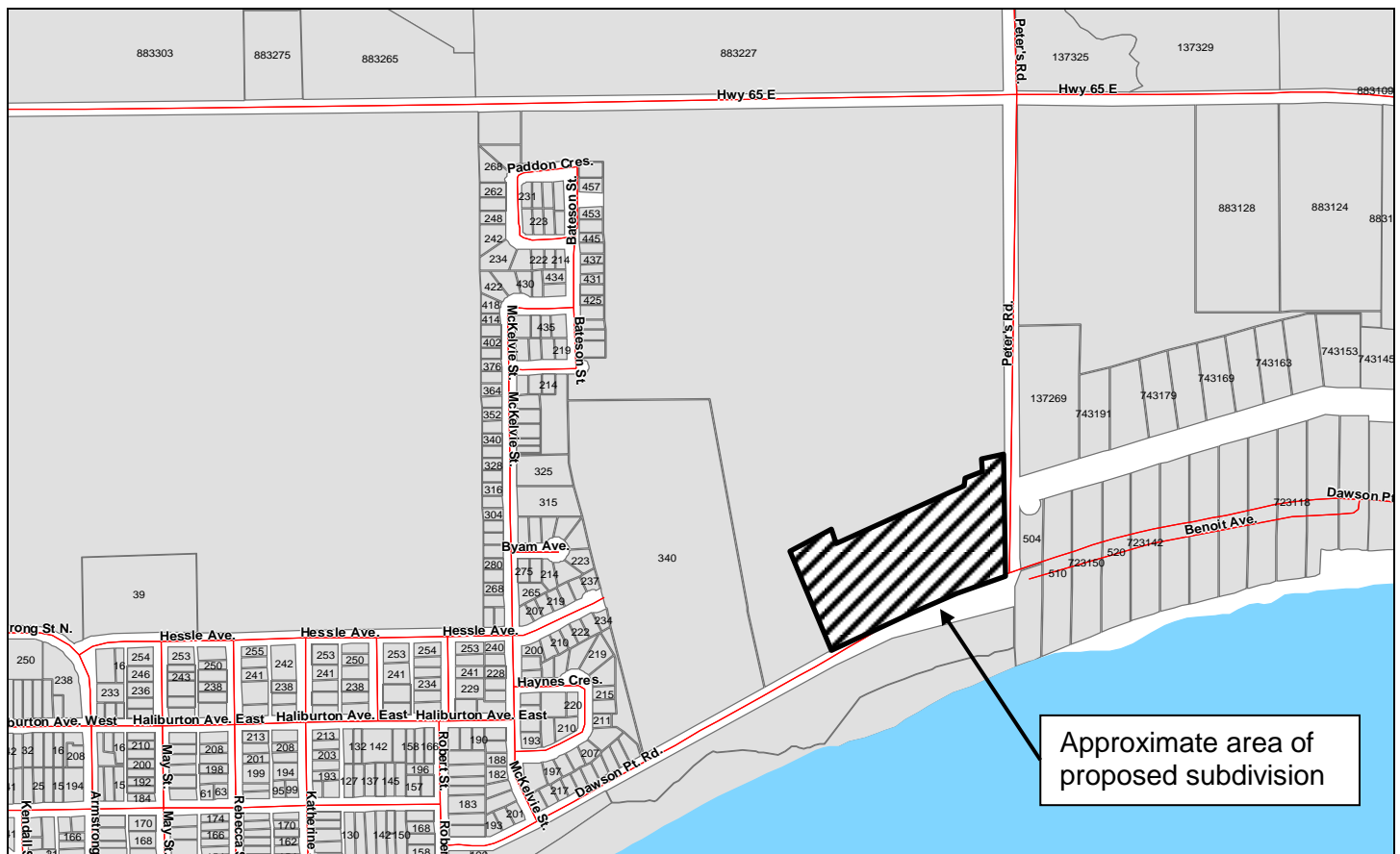
**File #:** 54-T-16001  
**Owner:** FPT Holdings Ltd.  
**Agent:** exp Services  
**Property:** Concession 2, Part of Lot 10, Dymond  
 (bordered by Highway 65E to the north, Dawson Point Road to the south, École Secondaire Catholique Sainte-Marie to the west, and Peters Road to the east)

**A public hearing** will be held to consider the plan of subdivision application:

**Date:** Tuesday, March 1, 2016  
**Time:** 6:00 p.m.  
**Place:** Council Chambers at City Hall, 325 Farr Drive, Haileybury

**The application proposes** the creation of a 26-lot residential subdivision on 4.85 hectares of land located on the southern portion of the property. Each lot will be serviced with municipal water and sewer and will front on and have access to a year round public road.

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Low Density Residential (R2) in the Town of New Liskeard Zoning By-law 2233.



**Any person** may attend the public meeting and/or make written or verbal presentation to express support of, or opposition to, this application. If you are aware of any person who may be affected by this application, who has not received a copy of this notice, it would be appreciated if you would inform them of the application. Written comments on this application may be forwarded to the City prior to the hearing.

**If a person or public body** does not make oral submissions at a public meeting, if one is held, or make written submissions to the City of Temiskaming Shores in respect of the proposed plan of subdivision before the approval authority gives or refuses to give approval to the draft plan of subdivision, the person or public body is not entitled to appeal the decision of the Council of City of Temiskaming Shores to the Ontario Municipal Board.

**If a person or public body** does not make oral submissions at a public meeting, if one is held, or make written submissions to the City of Temiskaming Shores in respect of the proposed plan of subdivision before the approval authority gives or refuses to give approval to the draft plan of subdivision, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

**If you wish to be notified** of the decision of the Council of the City of Temiskaming Shores in respect of the proposed plan of subdivision, you must make a written request to the undersigned.

**Additional information** regarding the proposed plan of subdivision is available for review between 8:30 a.m. and 4:30 p.m. at City Hall, or by contacting the undersigned.

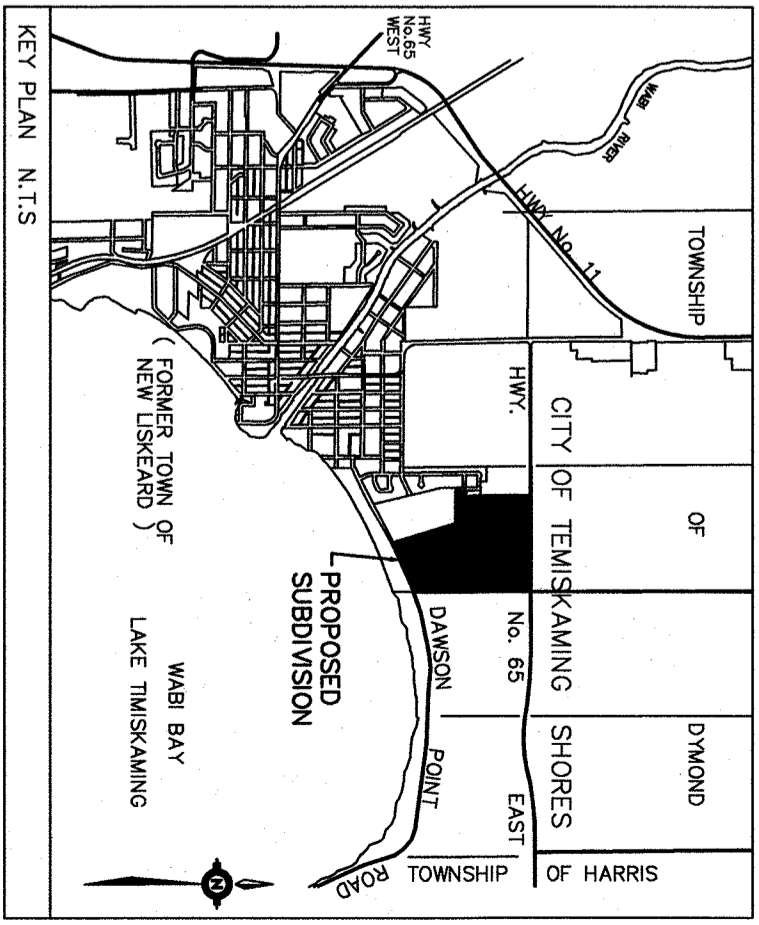
**Dated** this 10<sup>th</sup> day of February, 2016.

Jennifer Pye  
Planner  
City of Temiskaming Shores  
325 Farr Drive  
PO Box 2050  
Haileybury, ON P0J 1K0  
Tel: 705-672-3363 ext. 4105  
Fax: 705-672-2911  
jpye@temiskamingshores.ca

DRAFT PLAN of SUBDIVISION  
PART OF BROKEN LOT 10, CONCESSION 2  
GEOGRAPHIC TOWNSHIP OF DYMOND  
CITY OF TEMISKAMING SHORES  
FILE No. 16001



THE KING'S HIGHWAY No. 65



ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT

- (a) SEE DRAFT PLAN
- (b) SEE DRAFT PLAN
- (c) SEE KEY PLAN & DRAFT PLAN
- (d) SINGLE FAMILY RESIDENTIAL
- (e) SEE DRAFT PLAN
- (f) SEE DRAFT PLAN
- (g) SEE DRAFT PLAN
- (h) MUNICIPAL WATER
- (i) LACUSTRINE CLAYS
- (j) SEE DRAFT PLAN
- (k) FULL MUNICIPAL SERVICES
- (l) SEE DRAFT PLAN

OWNER'S CERTIFICATE

I, Karl Pedersen, being the registered owner of the subject lands, hereby authorize Story Geomatics Inc. to prepare and submit a Draft Plan of Subdivision for approval.

Signature: *[Signature]*  
Firm: HOLDINGS LTD.

I hereby certify that the boundaries of the lands to be subdivided on this plan and their relationship to adjoining land are accurately and correctly shown.

Signature: *[Signature]*  
Date: Feb 11, 2016

SURVEYOR'S CERTIFICATE

Signature: *[Signature]*  
Firm: STORY GEOMATICS INC.

STORY GEOMATICS INC.  
303 MAIN STREET  
PO BOX 100  
NEW LISIENARD ON P4J 1H0  
TEL: 705-872-3334 FAX: 705-872-3335  
WWW.STORYGEOMATICS.COM

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

SCALE 1 : 1500  
0 25 50 75 100 METRES

CITY FILE: 16001  
CHECK: R.W.S.  
PLAN: 228-02-GE0  
JOB No.: 228-02-GE0  
NOTES: L.N.



# Public Meeting Application for Approval of a Plan of Subdivision

## Zoning By-law Amendment

**Application No.:** 54-T-16001

**Owner:** FPT Holdings Ltd

**Agent:** Exp Services

### **Subject Land:**

- Southwest corner of Highway 65 East and Peters Road
- Part of Broken Lot 10, Concession 2
- Parcel 4223SST

## **Purpose of the Application**

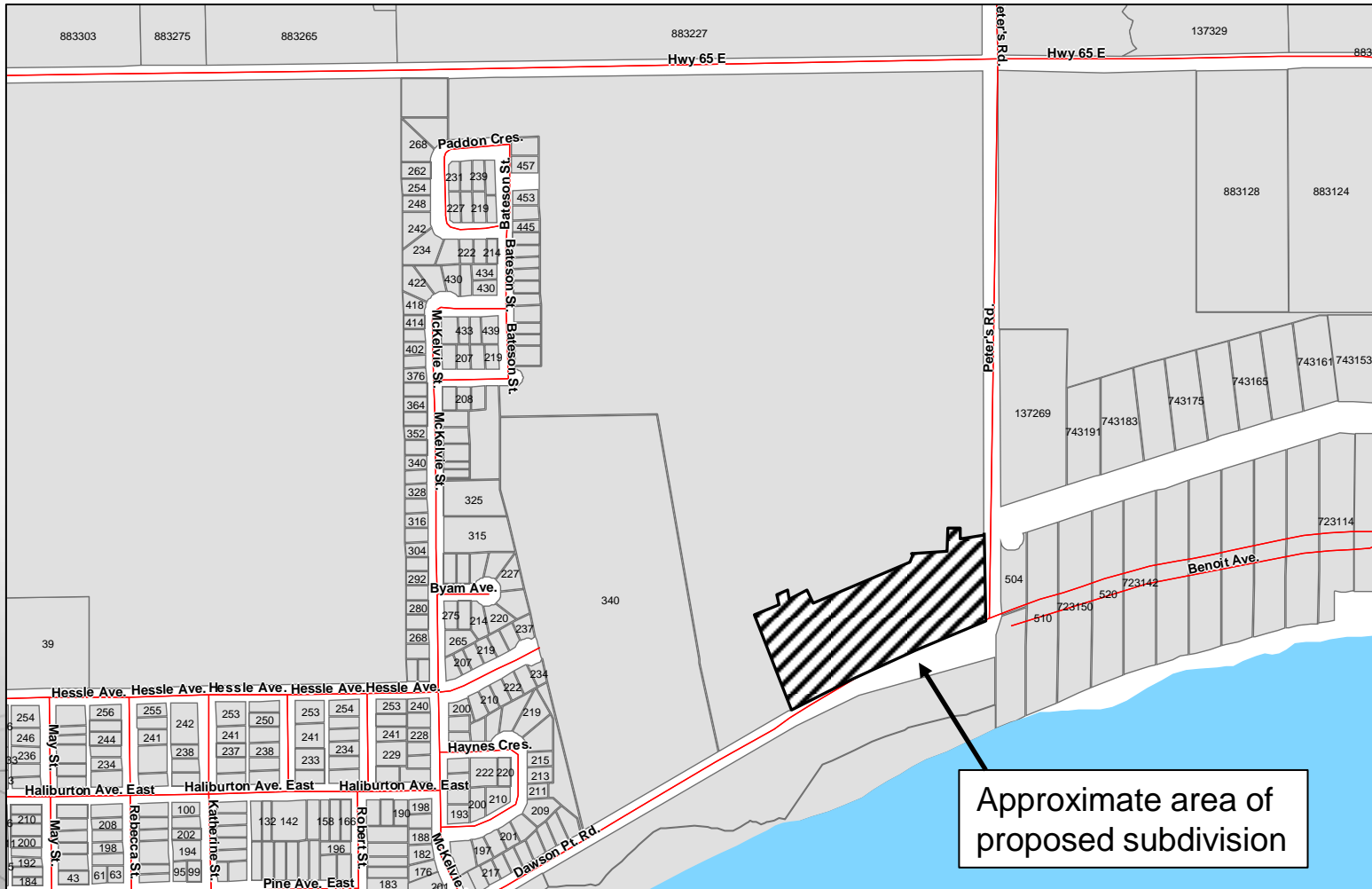
The applicant has applied to the City for the development of a 26-lot residential subdivision

- Serviced with municipal water and sanitary sewer services;
- Frontage and access on roads which are to be constructed by the developer and assumed by the City

This subdivision was draft approved by the Ministry of Municipal Affairs and Housing in 2013. Draft approval lapsed on January 10, 2016 and the owner/agent have applied to the City for approval of the same subdivision configuration.

# Public Meeting

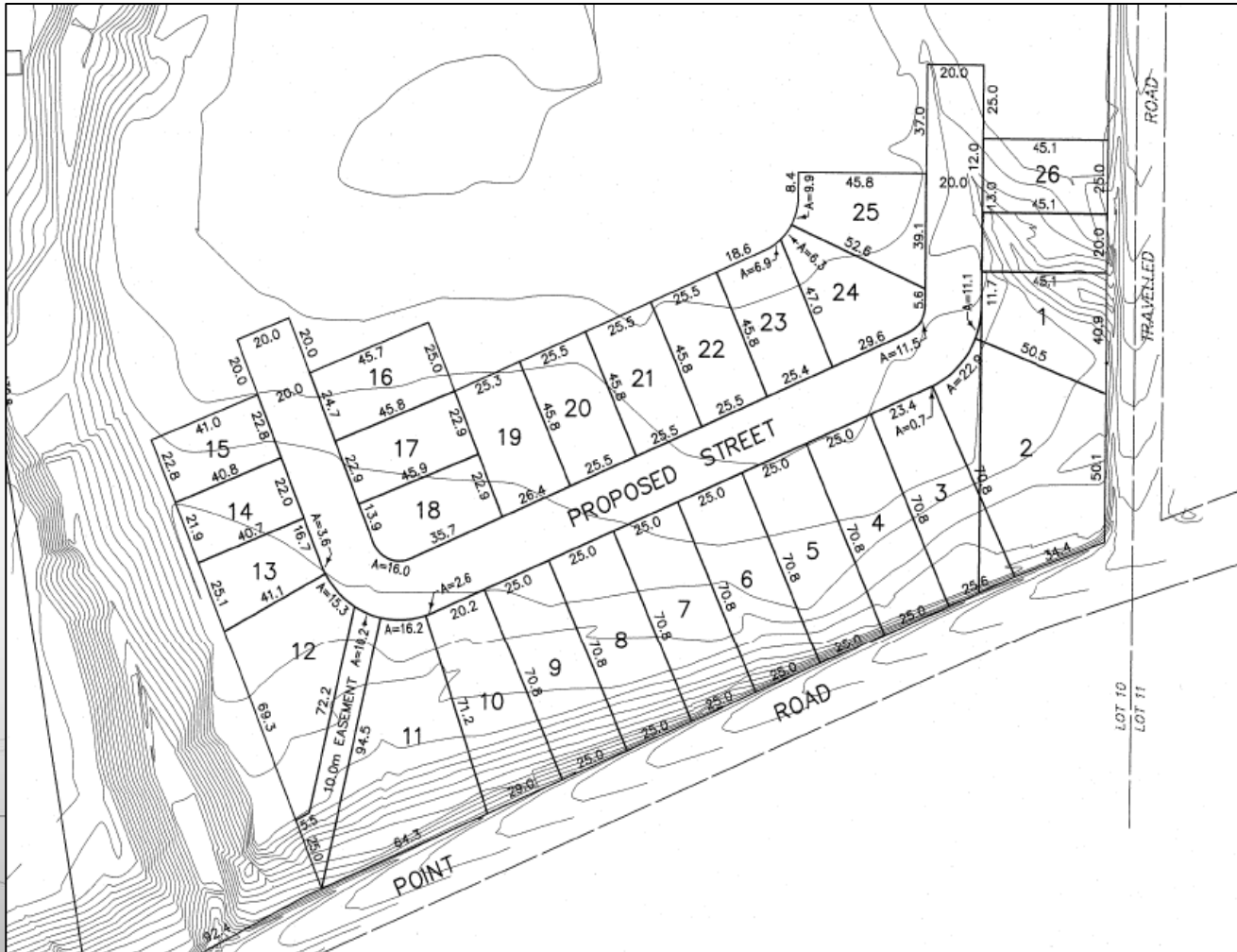
## Application for Approval of a Plan of Subdivision





# Public Meeting

## Application for Approval of a Plan of Subdivision



# Public Meeting Application for Approval of a Plan of Subdivision



# Public Meeting Application for Approval of a Plan of Subdivision



54-T-16001 – March 1, 2016



## Public Meeting Application for Approval of a Plan of Subdivision

### Official Plan Designation and Zoning

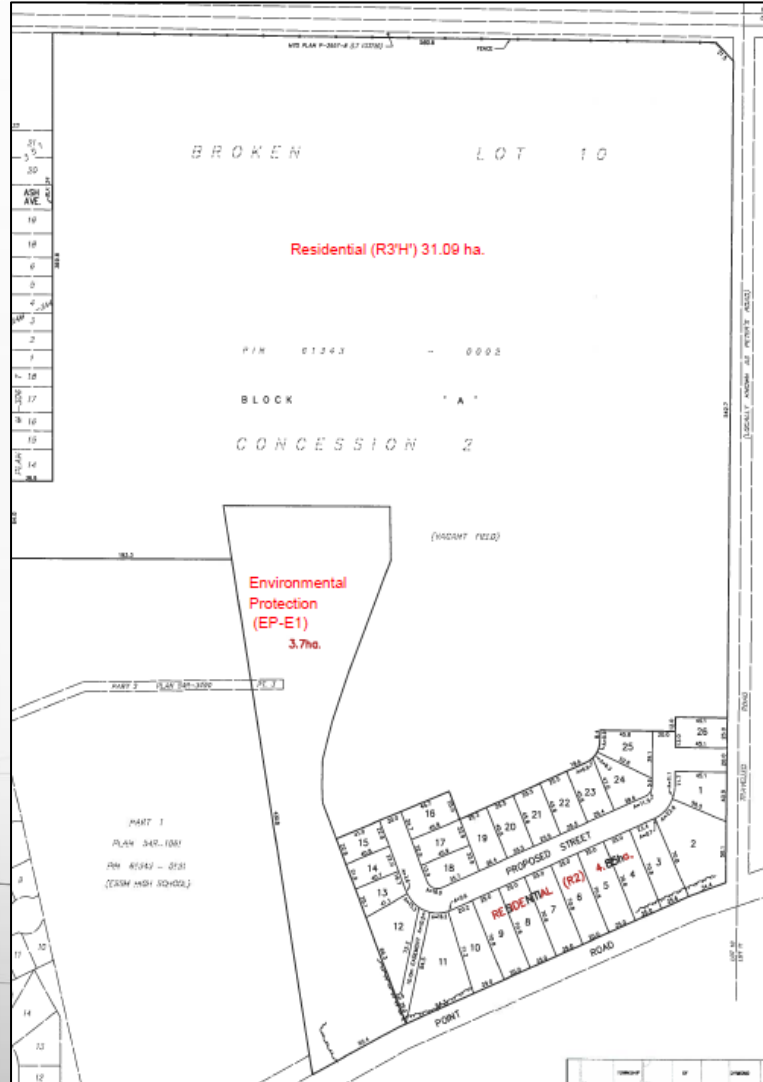
- Designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan
  - Located within the approved Settlement Area Boundary
- Zoned Low Density Residential (R2) in the Town of New Liskeard Zoning By-law 2233.
  - Ravine area zoned Environmental Protection Exception 1 (EP-E1).
  - Remainder of property zoned Medium Density Residential Holding (R3-H); approval of a draft plan of subdivision for this area is required before the hold can be lifted.

## **Subdivision Considerations**

Applicant is responsible to:

- Install municipal water, and sanitary and storm sewer services to the subdivision (completed in 2015)
- Construct roadways through subdivision (completed in late 2015)
- Enter into a subdivision agreement with the City to ensure all development requirements are fulfilled
- Council adopted By-law 2013-199 on December 17, 2013 entering into a subdivision agreement for the previous application; will require review and Council approval of any revisions needed for new application before final approval can be issued

# Public Meeting Application for Approval of a Plan of Subdivision



## **Additional Information**

- Studies submitted for previous application:
  - MDS analysis;
  - Servicing Feasibility Report;
  - Traffic Impact Study;
  - Environmental Impact Assessment
- Future development

## **Next Steps**

- **March 15, 2016:** Administrative Report, Planning Report and Council decision
  
- **March 16, 2016:** Notice of Council's decision circulated as required by the Planning Act
  
- **April 5, 2016:** Appeal period expires
  - If approved, and if no appeals are filed, draft approval could be issued **April 6, 2016** (draft approval would lapse **April 6, 2019**)



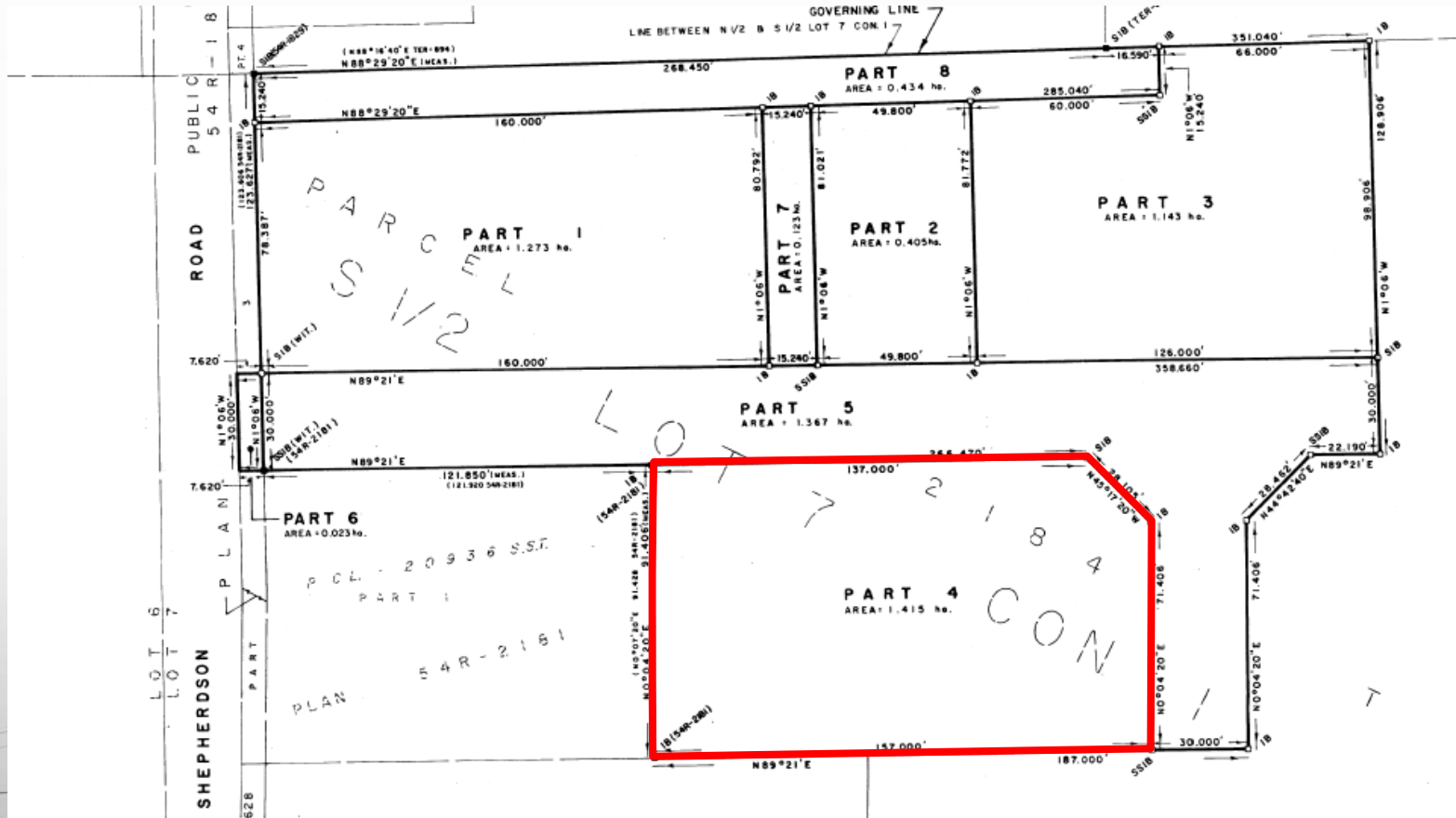
# Disposition of Real Property



## Subject Land

- Part of South ½ of Lot 7, Concession 1 Township of Dymond;
- Part 4 on Plan 54R-2876.

# Disposition of Real Property



# Disposition of Real Property



Surplus Land – March 1, 2016

# Disposition of Real Property



## Proposal

- Hearn Construction has submitted a request to purchase in the form of an Offer to Purchase;
- Hearn Construction currently operates their business across the street on Barr Drive and propose to clear the new property to create additional storage space, and then build a new facility on the newly acquired property and move their business across the road.

# Disposition of Real Property



## Planning Review

### Official Plan – By-law No. 2014-040

- Designated Mixed Use Area permitting a mix of industrial, commercial and institutional uses and public service facilities and residential uses compatible with a Mixed Use Area – all subject to site plan control.



## Planning Review

### Zoning By-law No. 2333 (N.L.)

- Zoned Prestige Industrial (M1) permitting an assembly plant, business office related to another (M1) use, an equipment storage building, a factory outlet, a maintenance garage, a manufacturing plant and a warehouse.

# Disposition of Real Property



## Staff Comments

### Treasurer

The lots are currently City owned and exempt from taxation. The sale will revert the property to a taxable assessment increasing the assessment base and taxation revenues.

### Public Works

Municipal services (water/sanitary) front the subject lands and three sets of service laterals have been extended to the property line. Any access (driveway) would have to be in compliance with current policies.

# Disposition of Real Property



## Next Steps

- Resolution of council declaring property surplus to City's needs;
- Determination of Fair Market Value in accordance with Section 4 of By-law No. 2015-160 Disposition of Land Policy;
- Administrative Report to Council recommending the adoption of a by-law and agreement for the disposition of land.



# South Temiskaming Region Regional Cultural Sustainability Plan

Council Presentation

Presented by **Jason Dias**, *Senior Consultant*  
March 1, 2016

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## Evolution of Cultural Initiatives and Objectives

- Cultural Mapping Project (2012)
- City of Temiskaming Shores Municipal Cultural Plan (2013)
  - Identified Sustainable Priorities for the Region
    - Establish Cultural Roundtable
    - Cultural Coordinator Position
    - Cultural Portal
    - Resource Centre
- ***Regional Cultural Sustainability Plan (2015-2016)***

### **Phase 1 Start Up and Preliminary Information Gathering**

- Start-Up Meeting with Steering Committee
- Communications and Community Engagement Plan
- Background Review and Best Practice Research

### **Phase 2 Consultations**

- Launch Event
- Cultural Group and Organization Consultations
- 1 on 1 Interviews with Government, Business and Community Leaders
- Discussion Paper

### **Phase 3 Regional Cultural Sustainability Plan**

- 1st Draft
- Cultural Groups and Organization Feedback Sessions
- 2nd Draft
- Community Forum
- Council Presentation

### **Phase 4 Individual Cultural Sustainability Plans**

- Preliminary Individual Groups and Organization Workshops
- Online Workshop Sessions with Individual Groups and Organizations
- Development of Individual Sustainability Plans for Interested Cultural Groups and Organizations



# Community Engagement Process

Step 1	Step 2	Step 3	Step 4
<b>In-Community Consultation</b>			<b>Telephone Survey</b>
<b>Individual Cultural Organization Workshops</b>	<b>Public Forum</b>	<b>Stakeholder Interviews</b>	<b>General Public Survey</b>
Strategic planning and capacity building roundtables with 13 local organizations, groups or clubs	Consultation exercise with 32 individuals from cultural sector or municipalities	Discussions with 30 community leaders, elected officials or municipal management	Statistically valid (+/- 5%) random sample telephone survey administered among 201 members of the general public



## Themes

- Communications and Interaction
- Working Toward a Collaborative Environment
- Shared Spaces and Resources
- Volunteer Retention
- Online Portal
- Cultural Development Support from Government Entities
- Educating the General Public on the Importance of Cultural Sustainability
- Culture and the Economy
- Cultural Development and Diversity



## **Building a Sustainable Framework**

### ***Strategic Objective #1 – Sustain Cultural Resources by Communicating its Economic Impact***

- Illustrate the Value Proposition of Cultural Resources
- Strengthen Communication and Collaboration Among Cultural Organizations Across the South Temiskaming Region



## **Building a Sustainable Framework**

### ***Strategic Objective #2 – Sustain Cultural Resources through Regional Leadership***

- Establish a Regional Arts, Culture and Heritage Council
  - Pre-establishment (Gathering Partners)
  - Post-establishment (Five Year Growth Strategy)



## **Building a Sustainable Framework**

### ***Strategic Objective #3 – Sustain Cultural Resources by Maximizing the Region’s Resources***

- Develop an Online Cultural Portal
- Establish a Shared Resource Centre
- Establish a Shared Resource Network
- Create a Permanent Cultural Coordinator Position for the South Temiskaming Region





## **Building a Sustainable Framework**

### ***Strategic Objective #4 – Sustain Cultural Resources Through Government Support***

- Identify Current Financial Support from the South Temiskaming Region
- Identify Current In-Kind Support from the South Temiskaming Region



## **Building a Sustainable Framework**

### ***Strategic Objective #5 – Sustain Cultural Resources by Embracing Cultural and Linguistic Diversity***

- Increase Francophone and Indigenous Cultural Competency



## **Building a Sustainable Framework**

### ***Strategic Objective #6 – Sustain Cultural Resources by Increasing Awareness of Volunteer Opportunities***

- Increase Awareness of Volunteer Opportunities
- Recruit Youth Volunteers



## Next Steps

- Community Input on the Draft (Forum held this afternoon)
- Engaging Area Municipalities
- Building the Implementation Plan with the Arts, Culture and Heritage Council

# City of Temiskaming Shores Municipal Energy Plan

## MEP Review

March 2016

# Agenda


- Introduction
- The Municipal Energy Plan
- Understanding Energy
- Managing Energy
- Questions and Discussion

# What is a MEP?

A Municipal Energy Plan (MEP) is a comprehensive long-term plan to improve energy efficiency, reduce energy consumption and greenhouse gas (GHG) emissions developed within the context of the built environment, land use planning, growth planning, and generation and transmission infrastructure.

*MEPs FOSTER SUSTAINABLE GROWTH AND DEVELOPMENT*

# Temiskaming Shores' MEP Process

- The City engaged VIP Energy through an RFP process in fall of 2014
  - Funding was provided by the Ministry of Energy
  - VIP has assisted City staff to hold stakeholder meetings as well as interviews with several local businesses and organizations
  - VIP has also provided materials for community outreach and promotion of the program (Lifestyles Show, local newspapers, City website)
- 



# MEP Program Stages

## Stage 1

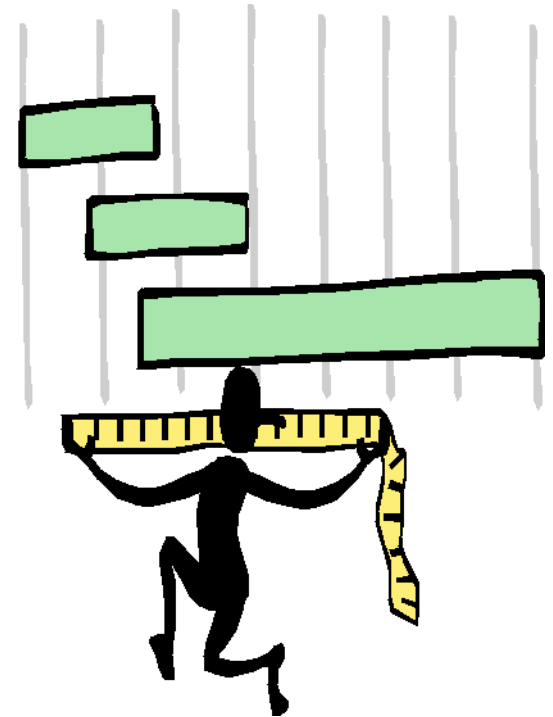
Stakeholder Engagement  
(6 months)

## Stage 2

Baseline Energy Study and  
Energy Map (6 months)

## Stage 3

Municipal Energy Plan  
Development (12 months)

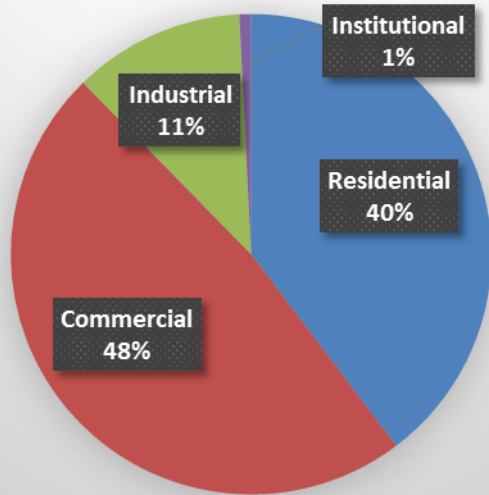


# High Level Engagement

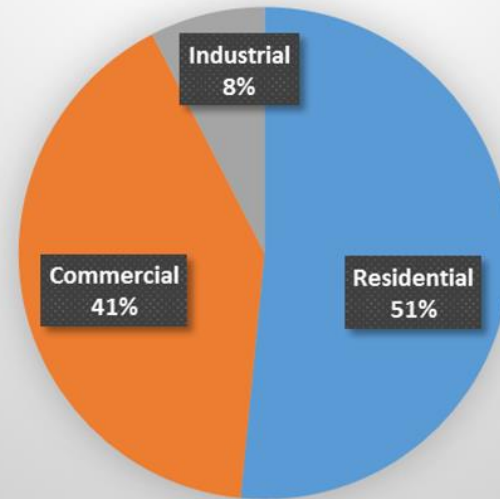
- City of Temiskaming Staff
- Local Media
- Local Businesses
- Ministry of Energy
- VIP Energy

# High Level Energy Use

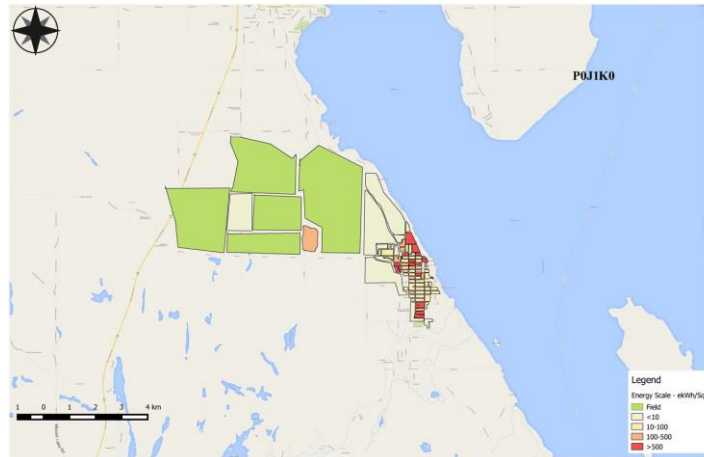
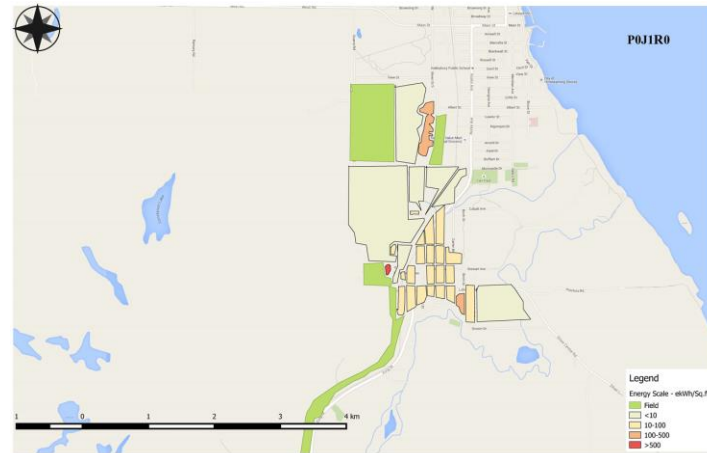
## Total Electrical Consumption



## Total Natural Gas Consumption 2014



# High Level Energy Intensity



# Detailed Implementation Plan

- 63 Initiatives have been identified
- City of Temiskaming Shores Focused
  - Lighting Upgrades and Standards for New Construction
  - Increase the Share of Public Transportation in the City's Modal Distribution
  - Installing VFD's at Water Handling Facilities
  - Energy Audits, Retro-commissioning and New Building Commissioning
  - Provide the Energy Needed for Projected Growth through Improved Energy Efficiencies
  - Retrofit All Municipal Buildings with High Efficiency Lighting Systems
  - Building Envelope Upgrades
- Community Focused
  - Community Conservation Culture
  - Energy Efficiency
  - Increase the Share of Public Transportation in the City's Modal Distribution
  - Energy Generation and Security
  - Land Use and Growth

# High Level Implementation Plan

Initiative	Priority	Timing
<b>City of Temiskaming Shores Led Measures</b>		
Lighting Upgrades and Standards for New Construction	High	Short-Term
Halting the Rise in Natural Gas Usage	High	Short-Term
Increase the Share of Public Transportation in the City's Modal Distribution	Medium	Medium-Term
Installing VFD's at Water Handling Facilities	Low	Medium-Term
Energy Audits, Retro-commissioning and New Building Commissioning	Medium	Medium-Term
Provide the Energy Needed for Projected Growth through Improved Energy Efficiencies	High	Long-Term
Retrofit All Municipal Buildings with High Efficiency Lighting Systems	High	Long-Term
Building Envelope Upgrades	LOW	Long-Term
<b>Community-Focused Measures</b>		
Generating a Community Conservation Culture	High	Medium-Term
Increasing Energy Efficiency in Residential, Commercial and Industrial Sectors	High	Medium-Term
Energy Generation Expansion and Infrastructure Security	LOW	Long-Term
Sustainable Land Use and Growth	Medium	Medium-Term

# Conclusion

Who is the most important person when it comes to better using energy?

**YOU!**

# Questions and Discussion



# The City of Temiskaming Shores Challenge is on!



Together we can make a difference

# The time to act is now



Almost 30% of our children and youth are overweight or obese

- And the issue is even more prevalent among Aboriginal children (40%)
- Childhood obesity can lead to health problems now and into the future
- Now: increased risk of high blood pressure, joint pain and deformity, sleep apnea, asthma, and type 2 diabetes. Unhealthy weights can also impact mental health, social inclusion and self-esteem
- In the future: 75% of obese children grow up to become obese adults. Obesity in adults is strongly linked to an increased risk of high blood pressure, type 2 diabetes, heart disease, gallbladder disease, stroke, and certain types of cancer including breast and colon cancer

# Why is this happening?



- Our children today are not active enough
  - The proportion of kids who play outside after school dropped 14% over the last decade.
  - 58% of Canadian parents walked to school when they were children, compared to 28% of children today.
  - 93% of Canadian kids aged 5-11 years old are not meeting the physical activity guidelines of 60 minutes per day.
- Kids spend close to 8 hours per day watching TV\*, playing on the computer, texting – essentially being inactive
  - That’s the equivalent of a full work day!
- Over-consumption of high-calorie food is a primary factor leading to an increase in unhealthy weights

# We have a plan!



- The Ontario Ministry of Health and Long-Term Care released *“No Time to Wait”, the Healthy Kids Strategy Report* in 2013.
- The report recommends a wide range of initiatives to help prevent childhood overweight and obesity including for the province to implement a community-driven program that develops healthy communities for kids – ***THE HEALTHY KIDS COMMUNITY CHALLENGE***

# Healthy Kids Community Challenge

- The Government of Ontario invited local communities to apply to participate in The Healthy Kids Community Challenge...and The City of Temiskaming Shores was chosen to participate!
- Our HKCC Community: Temiskaming Shores, South to Temagami, over to Elk Lake and North to Earleton
- An exciting initiative that supports The City of Temiskaming Shores to initiate new and existing programs to give our kids a healthier start in life.
- The idea is a proven winner – it has improved the health of children in many participating countries in Europe and has since been introduced in Australia and Mexico.



# How it works

- MOHLTC will provide The City of Temiskaming Shores with an overall healthy living “theme” that will be the focus of all of our activities for a period of 9 months. A new theme will be introduced every 9 months. **Run. Jump. Play. Every Day.**
- All themes will promote the priority areas: healthy eating and active living.
- The City of Temiskaming Shores has formed a partnership, comprised of our municipality, local school boards, public health unit, recreation department, along with interested non-governmental organizations, local businesses and others.
- Our partnership will develop our own, local policies and programs that reflect our local needs. We can build on and leverage local resources, according to our interests.
- Additional support to plan programs and measure and evaluate results will also be available by the Ministry of Health and Long-Term Care.

# Community Needs Assessment



- Each community is required to complete a Community Needs Assessment (CNA) and submit it to the MOHLTC as one of our first program deliverables. The CNA is aimed at providing communities with the necessary information to build targeted and evidence-informed Theme-Based Action Plans. This CNA will help communities to identify needs, gaps, resources, opportunities, and assets to support our planning and delivery of the Healthy Kids Community Challenge to achieve the program's target outcomes.
- Ours is complete and I present it to Mayor and Council today

# Why is a CNA useful?



- The CNA is designed to collect background information about our community which will be important as we develop partnerships and plan and deliver activities identified within the Theme-Based Action Plans. The CNA includes demographic information about our community, health status data, current initiatives and policies that have an impact on the health and wellbeing of kids in our community.
- It will be reviewed periodically and will serve as a living document.
- Municipalities, groups and organizations can refer to the document for future initiatives





# Where did the data come from?



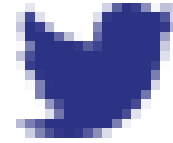
## Existing data in the community:

- Statistics Canada; Census and National Household Surveys
- Local Demographic Profiles
- Community Profile created by PHO
- Local Health Reports and Studies
- Public Recreation Meeting 2014



# Social Media

Follow us at:  
#HealthyKidsTem  
#HealthyKidsON



Find us at:  
[facebook.com/hkcc.ts](https://www.facebook.com/hkcc.ts)



Website:

[www.temiskamingshores.ca/en/resident/hkcc.asp](http://www.temiskamingshores.ca/en/resident/hkcc.asp)

# Some activities to date Featuring our Community Champion Mayor Kidd!







Thank you

**QUESTIONS?**

By-law on language issues

I would like to thank you for giving me the opportunity to address Council on the importance for the City of Temiskaming Shores to adopt a policy or bylaw defining parameters for printed documents to the Francophone population.

Some of you may know that my presence here is in reaction to the garbage collection schedule. Some may think that it is trivial; not to many Francophones! The invitation to get a French version on line sends a message of confusion that is not coherent with the positioning expressed by the City of Temiskaming Shores towards Francophones. For example, the Franco-Ontarian flag, the monuments at the entry points of the city, the exercise on culture and most of all, the presence of a member of Council at Francophone events is very, I mean very much appreciated by the French population. Why is it so? It is recognition that we exist and that we are a significant part of the community.

So why did the invitation to get the schedule on line a source of confusion? What message the City of Temiskaming Shores wants the French population to have? That is why a policy or a by-law is needed. If it is Ok for one part of the population to go on line to get a document, it should be Ok for all citizens to do so. To identify a group of people that have something more to do for a service than the other group carries the message that not all citizens have the same status. I am sure that it was not the intent. The schedule is not a big thing. What I want to stress is the importance of thinking through the whole issue, to have a dialogue with members of Council, city staff and credible Francophones and come up with an approach that will not be a source of irritation for part of the population of the city.

Some could be tempted to say: "Very well, all documents will now be produced in English only." I don't think that it would be a winning proposition. Recognising a population creates good-will. Good-will breeds collaboration, liberates energy and creates enthusiasm. Francophones in Timiskaming Shores are very community conscious. Francophones want to participate in the life of the community. Think of the Food fair, the Village in December, the Francofun Festival. They are all Francophone initiatives. These activities create a sense of belonging to the area. It brings people from outside the area. It helps to put Temiskaming Shores on the map. Personally, I am president of a philanthropic club who will give the beach shelters to the city; a project evaluated at 44,000\$. And we regularly give money to different activities in the city. Francophones contribute to the quality of life. It was not always that way. Something precious is emerging: recognising people generates energy. Temiskaming Shores is moving in the right direction, as a city interested in giving value to all its citizens. Being inclusive always pays.

If Council decides to go the route that I suggest, you can count on me. I understand very well how the positioning of an organisation usually gives positive results. This way of thinking was a daily preoccupation for me in my professional life. I have extensive experience with committee work and I would know how to bring together the knowledge and experience of people around the table and come up with a suggestion of policy or by-law.

Thank You for having me and I am open to questions.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

February 16, 2016

To: Municipal Heads of Council, Finance Officers and Clerks, Treasurers and Tax Collectors

From: Carla Nell, Vice-President, Municipal and Stakeholder Relations

**Subject: Important changes for the 2016 Assessment Update**

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The 2016 Assessment Update introduces some of the most significant reforms to Ontario's property assessment system since 1998. These changes share a common goal – increased transparency, shared understanding of property assessments, and stability and predictability in the municipal tax base. With these laudable objectives in mind, a myriad of opportunities exist as we work cooperatively to implement improvements to Ontario's property tax regime. To that end, I am pleased to share some important highlights with you.

### **2016 Property Assessment Notices**

MPAC has put a great deal of effort into redesigning the 2016 Property Assessment Notice (PAN). The new design uses clear language and design principles, and integrates all of the statutory requirements surrounding property assessment information. The new PAN also includes details about how municipalities use MPAC's values and other relevant information about Ontario's assessment system.

In addition to a new design, Property Assessment Notices for **Residential** properties will be delivered up to five months earlier than ever before. The redesigned Notice and early mailing dates will help property owners to better understand their assessment and resolve concerns before the final assessment rolls for 2017 taxation are delivered to municipalities in December.

The 21-week Notice mailing schedule, which is staggered across the province, begins on April 4 of this year with Notices being delivered to occupied and vacant land properties that have a single Residential Taxable (RT) property tax class. Residential properties that have a seniors and disabled exemption or a commercial or industrial portion will be mailed in the Fall together with the Notices for farm, managed forest, commercial and industrial properties. **The 2016 Notice mailing schedule and corresponding Request for Reconsideration deadlines are attached for your information.**

For non-residential properties, we are continuing our pre-roll consultations by engaging municipalities and industry representatives on a variety of property types including large and special purpose business properties, multi-residential and farm properties.

### **Sharing 2016 Base Year Valuations**

As increased transparency, shared understanding, stability and predictability in the municipal tax base are key objectives for MPAC during the 2016 Assessment Update, we have redesigned Municipal Connect™ to offer municipalities a modern and flexible way to access assessment information, including the preliminary 2016 base year values for the 2017 to 2020 tax years. The preliminary values for residential properties will be available in the new Municipal Connect starting early in the second quarter of this year; preliminary values for other property types will be made available as they are finalized.

Along with the newly designed Municipal Connect application, our Municipal and Stakeholder Relations team will engage with you and your staff early and often to discuss the preliminary values and MPAC's regular in-year maintenance activities.

### **Legislative Changes to Request for Reconsideration Deadline**

On December 10, 2015, Bill 144, Budget Measures Act, 2015 took effect resulting in significant changes to the Request for Reconsideration (RfR) process.

For the 2017 tax year, property owners will have 120 days from the Issue Date of their 2016 Property Assessment Notice to file a RfR. The historical March 31<sup>st</sup> RfR deadline does not apply for the 2017 tax year. The Issue Date and the unique RfR deadline will be included on every Property Assessment Notice. In response to each RfR, MPAC has up to 180 days to complete its review and respond to the property owner.

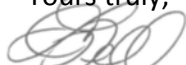
### **Better Service for Property Owners**

We appreciate how significant the 2016 Assessment Update is for property owners and we have developed an extensive outreach and engagement strategy to communicate the changes.

MPAC's online self-service tool, AboutMyProperty™, has been rebranded and simplified based on taxpayer research – providing property owners with an easy-to-use interface and improved navigation features. Visitors can learn more about how their property was assessed, view information we have on file, as well as compare it to other properties in their neighbourhood – additional information will also be available on-line without requiring those who visit AboutMyProperty to log in to the site. The enhanced tool will be available to property owners in correlation with Property Assessment Notice delivery.

As 2016 unfolds, we look forward to working closely with our stakeholders to implement the significant reforms that are underway. Please contact your Regional Manager or Account Manager, Municipal and Stakeholder Relations, if you would like additional information or to further discuss these changes.

Yours truly,



Carla Nell

Vice-President, Municipal & Stakeholder Relations





MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Issue Date	Geographic Areas	RfR Deadline
<b>Monday, April 4</b>	Simcoe County, Cities of Barrie & Orillia	Tuesday, August 2
<b>Monday, April 11</b>	Counties of Prescott & Russell, Stormont Dundas & Glengarry, City of Cornwall Counties of Lanark and Leeds & Grenville, City of Brockville, Towns of Prescott, Gananoque & Smith Falls	Tuesday, August 9
<b>Monday, April 18</b>	Counties of Elgin, Middlesex & Oxford, Cities of London & St. Thomas Municipality of Chatham-Kent, County of Lambton	Tuesday, August 16
<b>Monday, April 25</b>	Territorial Districts of Nipissing, Sudbury & Manitoulin and all single-tier municipalities in geographic area	Tuesday, August 23
<b>Monday, May 2</b>	Territorial Districts of Kenora, Rainy River & Thunder Bay and all single-tier municipalities in geographic area	Tuesday, August 30
<b>Monday, May 9</b>	Counties of Frontenac, Lennox & Addington, City of Kingston Counties of Hastings, Northumberland and Prince Edward, Cities of Belleville and Quinte West Territorial Districts of Cochrane and Timiskaming and all single-tier municipalities in geographic area	Tuesday, September 6
<b>Monday, May 16</b>	City of Mississauga	Tuesday, September 13
<b>Wednesday, May 18</b>	City of Brampton and Town of Caledon	Thursday, September 15
<b>Tuesday, May 24</b>	County of Renfrew, City of Pembroke Counties of Huron & Perth, City of Stratford & Town of St. Mary's Counties of Grey and Bruce Territorial District of Algoma and all single-tier municipalities in geographic area	Wednesday, September 21
<b>Friday, May 27</b>	City of Toronto (former C/M 1901)	Monday, September 26
<b>Wednesday, June 1</b>	City of Toronto (former C/M 1904)	Thursday, September 29
<b>Monday, June 6</b>	City of Toronto (former C/Ms: 1906, 1908, 1914, 1919)	Tuesday, October 4
<b>Monday, June 13</b>	Regional Municipality of York	Tuesday, October 11
<b>Monday, June 20</b>	Regional Municipality of Durham	Tuesday, October 18
<b>Monday, June 27</b>	Regional Municipality of Halton	Tuesday, October 25
<b>Monday, July 4</b>	City of Hamilton, City of Brantford Counties of Brant, Haldimand and Norfolk, City of Brantford	Tuesday, November 1
<b>Monday, July 11</b>	Counties of Peterborough, Haliburton, Cities of Peterborough & Kawartha Lakes Districts of Muskoka & Parry Sound	Tuesday, November 8
<b>Monday, July 18</b>	City of Ottawa	Tuesday, November 15
<b>Monday, July 25</b>	Regional Municipality of Waterloo Counties of Dufferin and Wellington and City of Guelph	Tuesday, November 22
<b>Tuesday, August 2</b>	Regional Municipality of Niagara	Wednesday, November 30
<b>Monday, August 8</b>	County of Essex, City of Windsor & Township of Pelee	Tuesday, December 6
<b>Tuesday, October 11</b>	Province-wide mailing of Conservation, Farm, Managed Forest properties	Wednesday, February 8, 2017
<b>Tuesday, October 18</b>	Province-wide mailing of Business properties	Wednesday, February 15, 2017
<b>Monday, October 24</b>	Province-wide mailing of Remaining Residential Properties	Tuesday, February 21, 2017

**AMENDED NOTICES / YEAR-END - One extract for all properties**

<b>Monday, Nov. 28</b>	Province-wide All Properties	Tuesday, March 28, 2017
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126)

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**

February 5, 2016

Our File: OCIF AC2-0286

Christopher Oslund, City Manager  
City of Temiskaming Shores  
325 Farr Drive PO Box 2050  
Haileybury, Ontario, P0J 1K0  
Email: coslund@temiskamingshores.ca

Dear Christopher Oslund:

**Re: Ontario Community Infrastructure Fund (OCIF) Application Based Component, Intake Two**

We are pleased to inform you that your project has been selected for funding under the second intake of the OCIF Application Based Component. Provided that the The Corporation of the City of Temiskaming Shores enters into a contribution agreement, and subject to the terms and conditions of the same, the Province of Ontario will provide 85 per cent toward the total net eligible costs of the project up to \$1,599,919 described as follows:

Project Title	Total Net Eligible Cost	% Approved	Maximum Provincial Contribution
North Cobalt Water Supply Stabilization Project	\$1,871,251	85%	\$1,599,919

**Please note this information should be kept as confidential as possible, recognizing your need to obtain a council by-law, until such time as the government has announced funding for this project.**

As noted previously the following conditions must be met in order to receive your funding:

- The Contribution Agreement (attached) must be signed and sealed and returned to the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) NO LATER THAN Friday, March 11, 2016. Failure to do so will result in the loss of funding. A copy of the passed council by-law allowing you to enter into an agreement with Ontario for this Project must accompany the Contribution Agreement. It is recommended that councils or boards meet as soon as possible to pass necessary documentation to allow signatories to sign the Contribution Agreement. This may require a special council meeting in order to meet the timelines. The Contribution Agreement will provide an implementation framework, contracting details,



Good Things  
Grow in Ontario  
À bonne terre,  
bons produits



MAR 11/16

environmental assessment requirements, as well as outline communications opportunities for your funded project. You will be required to insert the appropriate signatories names and titles.

Please ensure that you print out two copies of the Contribution Agreement and once signed and sealed, courier to Ministry of Agriculture, Food and Rural Affairs, Rural Programs Branch, 1 Stone Road West, 4NW, Guelph, ON, N1G 4Y2.

- You will also need to implement the insurance requirements in the agreement. Note that the ministry does not need to have a copy of these sent in.
- Please ensure that you verify the dates noted on Schedule C of your Contribution Agreement by which time you will:
  1. Award your construction contract (if there are multiple tenders – the estimated date by which the majority of the construction tender will be awarded)
  2. Complete your project.Dates currently noted in your Contribution Agreement are from your application. Please note, if you deviate from these dates, you may risk losing your funding.
- Ensure that you review your project description noted on Schedule A of your Contribution Agreement. Elements of your proposed project may have been revised based on the eligibility of project components and this will be indicated on the project description page.
- Any required Aboriginal consultations on the project should be done prior to the start of project construction work. Preliminary information on Aboriginal consultation will be requested by OMAFRA in the near future.
- Construction for all approved projects must be completed no later than December 31, 2017.

Should you have any questions, please do not hesitate to call the contact centre at 1-877-424-1300 or email [OCIF@ontario.ca](mailto:OCIF@ontario.ca).

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,

  
Joël Locklin  
Manager, Program Operations

Attachment: Contribution Agreement

## Dave Treen

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**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** February-16-16 12:35 PM  
**To:** Dave Treen  
**Subject:** AMO POLICY UPDATE - Ontario Announces Green Social Housing Retrofits

February 16, 2016

## Ontario Announces Green Social Housing Retrofits

On Friday February 12<sup>th</sup>, the Ontario Government announced a targeted investment of \$92 million from the Green Investment Fund for social housing retrofits. The funding is part of the provincial effort to address climate change and will help municipal governments and District Social Service Administration Boards (DSSAB) to green their social housing units while addressing capital repair backlogs. AMO welcomes this announcement as it will have multiple benefits such as helping a vulnerable population, reducing energy demand and greenhouse gases, and providing local jobs.

Of the funding, \$82 million is dedicated to retrofits of high rise social housing towers of 150 units or more across the province. \$10 million is earmarked to improve electrical efficiency in approximately 1300 social housing homes which are often located in smaller and rural communities. The Expressions of Interest deadline for municipal Service Managers and DSSABS to submit business cases under each program is Friday, March 11, 2016 at 5:00 p.m.

Municipal governments are important partners in Ontario's climate change agenda. Municipalities have long taken action to reduce energy demand, green their communities, provide transit and other transportation options to residents. AMO has called on the Province to enter a long-term partnership with municipal governments to invest in our communities to lower greenhouse gases and help communities adapt to a changing climate.

Further details are found in the Ontario government news release [Ontario Investing \\$92 Million to Create Jobs and Retrofit Social Housing](#).

**AMO Contact:** Michael Jacek, Senior Advisor, E-mail: [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca), 416.971.9856 Ext. 329.

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**PLEASE NOTE:** AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER:** Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [here](#).



## Dave Treen

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**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** February-12-16 3:59 PM  
**To:** Dave Treen  
**Subject:** AMO POLICY UPDATE - Policing Consultations Announced

February 12, 2016

## Policing Consultations Announced

Today the Minister of Community Safety and Correctional Services, the Honourable Yasir Naqvi, announced a plan to consult with the public on updating the *Police Services Act*. A link to the Minister's announcement is [here](#).

In addition, Ministry officials have advised AMO that they will also hold multiple one-day sessions across the province with municipal representatives, police service boards, health and social service providers, and community organizations. Today's announcement did not include any of these details but they are expected to commence soon.

AMO strongly believes in the need to advance the agenda of policing reform. Economics alone inform the need:

- Ontarians currently pay the highest policing costs in the country;
- Per capita policing costs in Ontario are \$320 per year, well above the national provincial average of \$259; and
- For at least a decade, police spending has been growing at three times the rate of inflation.

A number of factors are driving high policing costs for individual municipalities. This includes the implementation of the new OPP billing model, interest arbitration, the labour relations framework and the standards imposed by legislation. While all of these issues are important and have a bearing on cost, the current consultation is centered on updating the *Police Services Act*. Similarly, municipal input to the upcoming consultations should be focused on legislative change. More specifically, municipalities and communities should consider the following fundamental questions:

- How do we want to be policed in the future?
- How can we improve the effectiveness and efficiency of this critical public service?

Last year AMO established a Policing Modernization Task Force to help answer these questions. The Task Force interviewed experts, reviewed the best academic research available and had thorough and lengthy discussions on specific issues about the future of policing. [The Report](#) has been downloaded over 5,500 times since its release in April 2015. It contains 34 recommendations centered on providing ideas and a vision for the future of how this critical public service can be delivered. These recommendations are divided into four themes: partnership, productivity, performance and personnel. [Additional policing material](#) and resources are available on AMO's website.

In the coming days, AMO will offer some additional members' briefings on key elements of the report and provide an opportunity for membership discussions to help inform municipal participation at the Ministry's consultations.

In addition, AMO will be doing the following:

- Reconvening AMO's Policing Modernization Task Force to consider some specific questions presented by the consultation;
- Continuing to participate at the Ministry's Future of Policing Advisory Committee;
- Discussions with the government at the AMO-MOU consultation table; and
- Providing further information to support municipal governments on various issues including police governance.

We encourage all councils to consider the AMO report's recommendations and to discuss municipal policing modernization priorities and legislative reform with the Minister, the Ministry, local MPPs, police service boards, local Chiefs of Police and Detachment Commanders, local police associations and the public.

New legislation has the potential to improve the efficiency and effectiveness of policing in Ontario. This is the first review of the *Police Services Act* in over 25 years. Strong and effective municipal participation at the consultation sessions will be an important part of shaping the future.

**Contact:** Matthew Wilson, Senior Advisor, [mwilson@amo.on.ca](mailto:mwilson@amo.on.ca) or 416-971-9856 Ext. 323.

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Enhancing Green Spaces  
in Communities



Mise en valeur des espaces  
verts au sein des collectivités

February 2016

Dear Community:

This letter is an invitation to participate in the 2016 Edition of Communities in Bloom Ontario, a program that will showcase, involve and benefit your community.

Communities in Bloom is a Canadian non-profit organization committed to fostering civic pride, environmental responsibility and beautification through community involvement and the challenge of a national program.

In a 2015 Survey on the quality of the judging evaluations, over 95% of communities indicated that the evaluation reports were practical and applicable. Comments received:

- *Provides input into the direction we need to go to improve our community overall.*
- *We have used recommendations to direct management, operational and staffing decisions.*
- *We use the information to create our strategic plan at the community association level.*

Communities have also recognized economic, social and environmental benefits from their participation: increased civic pride and community involvement, valuable information and feedback from the judges, positive benefits for tourism and improved quality of life.

The registration form (to be returned by April 30<sup>th</sup>, 2016) can be completed directly on-line at: [www.communitiesinbloom.ca/cib2016](http://www.communitiesinbloom.ca/cib2016) : registration fees, based on population, vary from \$375 to \$875 for evaluated categories and is \$235 for non-evaluated category (to be part of the network).

Hopefully, our invitation will be of interest to your community.

Sincerely,

Martin Quinn, Chair  
Communities in Bloom Ontario

For more information about the Ontario Provincial Edition  
go to [www.cibontario.ca](http://www.cibontario.ca) or call us at 1-888-991-939



# How to Participate in Communities in Bloom Ontario

[www.communitiesinbloom.ca](http://www.communitiesinbloom.ca)

*People, Plants and Pride...Growing Together*

## THE PROGRAM

**Communities in Bloom** is a Canadian non-profit organization committed to fostering civic pride, environmental responsibility and beautification through community participation and the challenge of a national program, with focus on enhancing green spaces in communities. National beautification programs have flourished in Europe – including Great Britain, France and Ireland – for decades, and were the inspiration for Communities in Bloom.

The program began in 1995 with 29 Canadian communities and has grown to improve the quality of life in hundreds of participating communities in the provincial, national and international editions.

All communities are invited to participate within their population category.

Trained volunteer judges travel across Canada during the summer to evaluate communities and the overall contributions of municipality, businesses & institutions and residents, including volunteer efforts in regards to the following criteria:

**Tidiness.** Includes an overall tidiness effort. Elements for evaluation are green spaces (parks, etc.), medians, boulevards, sidewalks, streets; municipal, commercial, institutional and residential properties; ditches, road shoulders, vacant lots and buildings; weed control, litter clean-up (including cigarette butts and gum), graffiti and vandalism programs.



*Greater Napanee & Capreol - Tidiness Award Winners, Sponsored by Osum*

**Environmental Action.** Includes efforts and achievement with respect to: policies, by-laws, programs and best practices, 3-R initiatives (reduce/reuse/recycle), waste reduction, composting sites, hazardous waste collections, water conservation, naturalization, and environmental stewardship activities under the guiding principles of sustainable development pertaining to green spaces.



*Orangeville & Leamington - Environmental Action Award Winners– Sponsored by Master's Turf Supply*

**Heritage Conservation.** The criteria includes efforts to preserve heritage within their community. Priority in evaluation is given to natural heritage, as well as the integration of landscape and streetscapes as it pertains to the built heritage of a community. Also consists of preservation of cultural heritage which includes monuments, memorials, artefacts, museums and history, archives, traditions, customs, festivals and celebrations.



*Prescott & Southwold - Heritage Conservation Award Winners, Sponsored by Trystan Site Furnishings*

**Urban Forestry.** Includes the efforts with regards to written policies, by-laws, standards for tree management (selection, planting, and maintenance), long and short-term management plans, tree replacement policies, tree inventory, Integrated Pest Management (IPM), heritage, memorial and commemorative trees.



*Bluewater - Urban Forestry Award Winner, Sponsored by OPA*

**Landscape.** This section of the evaluation supports all efforts to create an environment showcasing the overall surroundings. The overall plan and design must be suitable for the intended use and location on a year-round basis. Elements for evaluation include: native and introduced materials; balance of plants, materials and constructed elements; appropriate integration of hard surfaces and art elements; use of turf and groundcovers.



*Niagara on the Lake - Landscape Award Winner, Sponsored by Landscape Ontario*

**Floral Displays.** Evaluates efforts to design, plan, execute, and maintain floral displays. Evaluation includes the design and arrangements of flowers and plants (annuals, perennials, bulbs, ornamental grasses) in the context of originality, distribution, location, diversity and balance, colour, and harmony. This pertains to flowerbeds, carpet bedding, containers, baskets and window boxes.



*Amhurstburg - Floral Displays Award Winner, Sponsored by Home Hardware*



**Ontario Energy Board**  
P.O. Box 2319  
2300 Yonge Street  
27<sup>th</sup> Floor  
Toronto ON M4P 1E4  
Telephone: 416-481-1967  
Facsimile: 416-440-7656  
Toll free: 1-888-632-6273

**Commission de l'énergie de l'Ontario**  
C.P. 2319  
2300, rue Yonge  
27<sup>e</sup> étage  
Toronto ON M4P 1E4  
Téléphone: 416-481-1967  
Télécopieur: 416-440-7656  
Numéro sans frais: 1-888-632-6273



**BY EMAIL**

February 18, 2016

David Treen  
Municipal Clerk  
City of Temiskaming  
P.O. Box 2050, 325 Farr Dr.  
Haileybury ON P0J 1K0

[dtreen@temiskamingshores.ca](mailto:dtreen@temiskamingshores.ca)

Dear Mr. Treen:

**Re: Natural Gas Expansion in Ontario - Ontario Energy Generic Hearing**

The Ontario Energy Board (OEB) recently gave notice that we will hold a hearing to review the policies for expanding natural gas service to Ontario communities that are currently not served. The outcome of this review will impact the decision on Union Gas' application to provide gas distribution service to Milverton, Lambton Shores, Kettle and Stony Point First Nation, Prince Township and Delaware Nation communities. For this reason, Union's application was temporarily put on hold. The purpose of this letter is to explain the OEB's process and to encourage your community to participate in the OEB's upcoming public hearings on gas expansion.

**Natural gas expansion**

As part of its 2013 Long-Term Energy Plan, the Ministry of Energy committed to work with gas distributors and municipalities to look at options to expand natural gas infrastructure to serve more communities in Ontario. In response, the OEB [issued a letter](#) inviting proponents to seek approval for gas expansion projects that might not otherwise meet the OEB's current economic guidelines, and to suggest ways that such projects could be funded.

In July 2015, Union Gas applied to the OEB for approval of some specific natural gas expansion projects (EB-2015-0179). Union Gas' application included a number of proposed mechanisms to fund those projects. One of the mechanisms Union proposed was having existing natural gas customers pay a portion of the costs to connect and serve new customers.

**Common expansion issues**

The OEB has not denied the requests in Union Gas' application. We have temporarily put this application on hold while we consider the OEB's policies for gas expansion.

Recognizing that the issues raised in Union's application could have an impact not only on Union Gas and the communities identified in the application but on all existing and potential gas distributors and gas consumers, the OEB is holding a broader hearing (EB-2016-0004) in mid-April 2016 to consider what mechanisms may be used to recover the costs of expanding natural gas service to Ontario communities not currently served. The [notice of hearing](#) appeared in Ontario papers the weekend of February 6, 2016. The objective of this broader hearing is to ensure that all those that are or could be impacted by the expansion of natural gas service in Ontario have the opportunity to participate in a public hearing.

We expect to make our decision about how natural gas expansion projects can be funded sometime this summer. Once that decision is made, the OEB will resume its review of the specific projects in Union's application.

### **Gas expansion hearings – We want to hear from you**

The OEB is inviting any company that wants to provide natural gas to Ontarians – and all municipalities and customers across the province – to participate. It is very important that the OEB hears directly from municipalities and customers (both future and existing) about whether, and how best, to ensure that the expansion of natural gas service in Ontario proceeds in a rational and financially viable way

There are two main ways to participate in an OEB hearing. You can write a letter to the OEB with your comments or you can become an active participant (an intervenor). Being an intervenor gives you the right to ask questions in person or in writing and to make a submission to the decision makers in the case.

The OEB strongly encourages you to participate. To make the right decision, the OEB needs to know whether and why customers and municipalities support or oppose the expansion of natural gas service in Ontario and the proposal that current customer pay a portion of the costs to connect new customers.

If you do choose to write a letter, please include in your comments very specific examples of the potential impact that expansion of natural gas service could have on your communities.

### **For More Information**

Please contact Kristi Sebalj, Registrar, at [Kristi.Sebalj@ontarioenergyboard.ca](mailto:Kristi.Sebalj@ontarioenergyboard.ca) or 416-440-7730 if you, your municipality or your organization needs more information about this case, about how the hearing will work and about how you can ensure that your voice is heard.

Sincerely,

*Original signed by*

Lynne Anderson  
Vice President, Applications



February 22, 2016

City of Temiskaming Shores  
Attn: Chris Oslund  
325 Farr Dr., P.O. Box 2050  
Haileybury, ON P0J 1K0

Dear Mr. Oslund,

Thank you for taking the time to clarify the revised Temiskaming Shores alarm response by-law with me. True Steel Security fully understands the need for false alarm by-laws and understands the costs that are incurred by police and in turn municipalities. Our clients have a very low false alarm incidence rate. To assure this we provide service promptly when a client requests it by technicians with over 15 years average experience and using high quality components. This is evidenced by the fact that your new by-law has been in place for several months and we are just now hearing about the changes for the first time.

We will be taking action to ensure our clients are aware of the City's response policy and will offer alternative call-out processes to reduce the chances of false dispatches of the OPP. That will entail offering to call the premise and all responding parties before calling authorities. Of course, we will make them aware of the dangers of responding to alarms without authorities present but some may choose to do so given the severity of the fines.

False Alarm Credit Request:

I am writing to request that the City consider leniency with respect to the three false alarms that occurred at 380 Whitewood Ave on December 23<sup>rd</sup>, January 2<sup>nd</sup> and January 11<sup>th</sup>. I am hoping that a few things can be considered in reaching a fair decision:

- The owner of the business, Mr. Babit Julka, has recently invested in all the security systems at his businesses. He has no intent of having false alarm issues going forward. Until recently True Steel Security had not done any work on the systems. We believe that they will now operate very reliably. Mr. Julka is taking his alarms seriously and we don't foresee ongoing problems. He even has cameras at some or all locations that allow him to verify that the alarm is real. In light of the charges for response applying even if response is cancelled, I have recommended that he change the process to have us call the premise and all responding parties prior to the dispatch.
- In all three instances, the police dispatch request was cancelled within four minutes. I understand that it is the OPP's policy to charge the City regardless of call cancellations. In my experience, it is rare if not unheard of, not to have a process for allowing for the reduction or elimination of a fine when response is cancelled before it occurs. My hope is that the City will present this specific situation, including the other bullets, to the OPP in the hopes that they may show some leniency. I'm sure you'll agree that \$600 in costs to the end user is very substantial given that police attendance was never actually performed. I do understand that you are looking to cover your costs but am hoping your costs would be reduced, in this instance, if you ask.

- Upon receipt of the invoice for the first alarm dispatch Mr. Julka contacted us and we promptly resolved the issue. The issue appears to have been a faulty motion detector supplied by our manufacturer. There have been no issues since it was replaced. We strive to use only high quality components but in rare circumstances we receive a bad component. Unfortunately by the time your January invoice for \$200 was sent, the other two false alarms had already occurred. Had the delay between the alarms and the invoicing been shorter Mr. Julka would have requested and we would have provided service prior to the additional occurrences. The delay in invoicing was partly to blame for the delay in the resolution of the issue. I understand that the delay is likely the result of having to wait for your invoicing from the OPP and that it is beyond your control but in light of the recent changes to the by-law, Mr. Julka was not likely prepared for these penalties and therefore did not realize how important it was to request service immediately following the first alarm.
- Mr. Julka has advised me that he had no knowledge of the \$200 false alarm fines until he received the first one at which point the other two alarms had already occurred. Assuming he in fact had no knowledge of the by-law, he would not know to ask for service immediately when police had been cancelled quickly.

True Steel Security has had many alarms in your municipality for several years. We actually monitor several alarms for the municipality itself and it is my belief that the City, and Mr. Mitch Lafrenière specifically, have been very pleased with our services. I believe that this is the first time we have ever contacted you with such a request. It is my hope that you will see us to be a reputable company working to ensure that your resources are not continually wasted and that you will see fit to reduce the dispatch fees for response that never actually took place in these instances.

I would be glad to make myself available by telephone to answer any questions you may have about this situation. Thank you for your consideration of this request.

Regards,

*Kevin Buckland*

Manager / Client Satisfaction

True Steel Security

[Kevin.buckland@truesteel.com](mailto:Kevin.buckland@truesteel.com)

800-667-5919

*News Release*

## **Province Expanding Ontario Community Infrastructure Fund, Connecting Links Program**

February 22, 2016

### **Plan Will Create Jobs, Boost the Economy and Build Up Critical Infrastructure**

Ontario is providing small, rural and northern municipalities with expanded access to predictable, stable, annual funding to build and repair roads, bridges, water and wastewater infrastructure.

Premier Kathleen Wynne announced the expansion of the Ontario Community Infrastructure Fund (OCIF) and the Connecting Links program today at the Ontario Good Roads Association / Rural Ontario Municipal Association Combined Conference.

Reflecting consultation feedback and the progress municipalities have made on their asset management plans, the OCIF will triple from \$100 million to \$300 million per year by 2018-19, with \$200 million in predictable, formula-based funding and \$100 million in application-based funding, allowing smaller municipalities to apply to invest in critical infrastructure projects. These investments will create jobs and support local economic growth across the province.

Premier Wynne also announced increased funding for Ontario's Connecting Links program. Connecting Links will provide \$20 million in 2016 -17, up from \$15 million announced in the 2015 Budget, to help municipalities pay for the construction and repair costs for designated connecting links -- municipal roads that connect two ends of a provincial highway through a community or to a border crossing. Funding for this program will increase to \$30 million per year by 2018 -19.

In addition, the Premier announced that by the end of 2016, the province will be launching an interest-free loan program to help more communities access natural gas.

These programs are part of Moving Ontario Forward, Ontario's 10-year, \$31.5-billion plan to build modern transportation and infrastructure networks that create jobs and growth across the province. Ontario is making the largest infrastructure investment in the province's history -- more than \$134 billion over 10 years, which is making 110,000 jobs possible every year across the province, with projects such as

roads, bridges, transit systems, schools and hospitals.

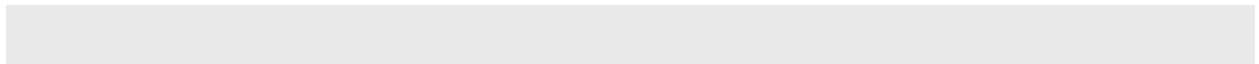
Expanding and improving infrastructure for Ontario's small, rural and northern municipalities is part of the government's plan to build Ontario up and deliver on its number-one priority to grow the economy and create jobs. The four-part plan includes investing in people's talents and skills, making the largest investment in public infrastructure in Ontario's history, creating a dynamic, supportive environment where business thrives, and building a secure retirement savings plan.

### **QUICK FACTS**

- OCIF funding is intended for small, rural and northern municipalities with under 100,000 in population.
- A recent report by the Broadbent Institute and the Centre for Spatial Economics found that, on average, investing \$1 in public infrastructure in Canada raises GDP by \$1.43 in the short term and up to \$3.83 in the long term.
- To date, more than 135 critical infrastructure projects related to water, sewers, roads and bridges have been approved through the OCIF application-based component, and 426 communities have received grants under the fund's formula-based component.
- This new Connecting Links program was launched in November 2015, and applications were received in early 2016. Successful applicants will receive funding starting in spring 2016.

### **ADDITIONAL RESOURCES**

- [See highlights of Ontario's infrastructure investments](#)



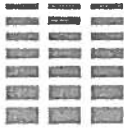
**EARLTON TIMISKAMING REGIONAL AIRPORT  
MUNICIPAL SERVICES BOARD  
FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2014 & 2013**

**EARLTON TIMISKAMING REGIONAL AIRPORT**  
**MUNICIPAL SERVICES BOARD**  
**INDEX TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2014 & 2013**

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	Page
<b>INDEPENDENT AUDITOR'S REPORT</b>	1
<b>STATEMENTS</b>	
Statement of Financial Position	2
Statement of Financial Activities and Accumulated Surplus	3
Statement of Change in Net Financial Assets	4
Statement of Cash Flows	5
<b>NOTES TO FINANCIAL STATEMENTS</b>	6-9
<b>SCHEDULES</b>	
A- Schedule of Contributions of Funding Municipalities	10
B- Schedule of Tangible Capital Assets	11





# Ross Pope LLP

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## INDEPENDENT AUDITOR'S REPORT

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To the Members of Earlton Timiskaming Regional Airport Municipal Services Board

We have audited the accompanying financial statements of Earlton Timiskaming Regional Regional Airport Municipal Services Board which comprise the statement of financial position as at December 31, 2014 and the statements of financial activities and accumulated surplus, change in net financial assets and cash flows for the year then ended, and summary of significant accounting policies and other explanatory information.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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


### Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Earlton Timiskaming Regional Airport Municipal Services Board as at December 31, 2014, and the results of its operations and its cash flows for the period then ended in accordance with Canadian public sector accounting standards.

### Other Matters

Without modifying our report, we draw attention to the budget figures which are provided for comparative purposes only. They have not been subject to audit procedures. Accordingly, we do not express an opinion on the budget figures.

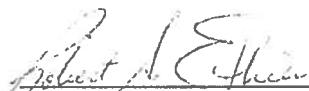
Timmins, Ontario  
March 19, 2015


  
Ross Pope LLP  
Chartered Professional Accountants  
Licensed Public Accountants

EARLTON TIMISKAMING REGIONAL AIRPORT  
MUNICIPAL SERVICES BOARD  
STATEMENT OF FINANCIAL POSITION  
AS AT DECEMBER 31

	2014	2013
<b>FINANCIAL ASSETS</b>		
Cash	\$ 50,734	\$ 77,766
Short-term investments (Note 2)	50,000	100,000
Accounts receivable	68,472	22,563
<b>TOTAL FINANCIAL ASSETS</b>	<b>169,206</b>	<b>200,329</b>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities (Note 4)	47,823	49,437
Deferred revenue (Note 3)	36,642	36,622
Due to the Corporation of the Township of Armstrong (Note 4)	1,260	1,208
<b>TOTAL LIABILITIES</b>	<b>85,725</b>	<b>87,267</b>
<b>NET FINANCIAL ASSETS</b>	<b>83,481</b>	<b>113,062</b>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets (Schedule B)	86,219	91,380
Inventory	6,128	2,772
Prepaid expenditures	2,698	2,874
	95,045	97,026
<b>ACCUMULATED SURPLUS</b>	<b>\$ 178,526</b>	<b>\$ 210,088</b>

Approved by:

  
Director

  
Director

See accompanying notes.

## EARLTON TIMISKAMING REGIONAL AIRPORT

## MUNICIPAL SERVICES BOARD

## STATEMENT OF FINANCIAL ACTIVITIES AND ACCUMULATED SURPLUS

YEARS ENDED DECEMBER 31

	-----2014-----		2013
	Budget (Unaudited)	Actual	
<b>REVENUES</b>			
Municipal contributions ( <i>Schedule A</i> )	\$ 101,190	\$ 101,190	\$ 98,489
Fuel sales	84,000	93,248	88,011
Land rental	44,550	44,550	43,578
Landing fees	73,600	80,135	76,894
Other revenue	18,944	26,877	16,720
Other user charges	9,329	8,603	26,351
Investment income	2,000	1,005	7,666
<b>TOTAL REVENUES</b>	<b>333,613</b>	<b>355,608</b>	<b>357,709</b>
<b>EXPENDITURES</b>			
Advertising and promotion	100	-	1,254
Amortization	-	5,161	4,998
Bad debts (recoveries)	-	(4,966)	49,572
Fuel purchases	67,200	77,828	72,080
Insurance	7,800	7,630	7,762
Management contracts	5,808	5,130	4,968
Office and other	12,499	10,408	9,834
Professional fees	8,000	8,434	8,485
Repairs and maintenance	44,130	36,547	44,574
Safety management systems	18,300	18,849	1,201
Telephone and utilities	36,040	31,899	33,740
Wages and employee benefits	194,300	190,250	192,540
<b>TOTAL EXPENDITURES</b>	<b>394,177</b>	<b>387,170</b>	<b>431,008</b>
<b>ANNUAL DEFICIT</b>	<b>(60,564)</b>	<b>(31,562)</b>	<b>(73,299)</b>
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<b>210,088</b>	<b>210,088</b>	<b>283,387</b>
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	<b>\$ 149,524</b>	<b>\$ 178,526</b>	<b>\$ 210,088</b>

**EARLTON TIMISKAMING REGIONAL AIRPORT**  
**MUNICIPAL SERVICES BOARD**  
**STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**  
**YEARS ENDED DECEMBER 31**

	-----2014-----		2013
	Budget (Unaudited)	Actual	
<b>ANNUAL DEFICIT</b>	\$ (60,564)	\$ (31,562)	\$ (73,299)
Acquisition of tangible capital assets	-	-	(1,624)
Amortization of tangible capital assets	-	5,161	4,998
Change in inventories	-	(3,356)	2,512
Change in prepaid expenses	-	176	(16)
	-	1,981	5,870
<b>CHANGE IN NET FINANCIAL ASSETS</b>	(60,564)	(29,581)	(67,429)
<b>NET FINANCIAL ASSETS, BEGINNING OF YEAR</b>	113,062	113,062	180,491
<b>NET FINANCIAL ASSETS, END OF YEAR</b>	\$ 52,498	\$ 83,481	\$ 113,062

## EARLTON TIMISKAMING REGIONAL AIRPORT

## MUNICIPAL SERVICES BOARD

## STATEMENT OF CASH FLOWS

YEARS ENDED DECEMBER 31

	2014	2013
<b>OPERATIONS</b>		
Annual deficit	\$ (31,562)	\$ (73,299)
Add: Amortization of tangible capital assets	5,161	4,998
	<u>(26,401)</u>	<u>(68,301)</u>
<b>USES:</b>		
Increase in accounts receivable	(45,909)	-
Increase in inventory	(3,356)	-
Increase in prepaid expenses	-	(16)
Decrease in accounts payable	(1,614)	-
	<u>(50,879)</u>	<u>(16)</u>
<b>SOURCES:</b>		
Decrease in accounts receivable	-	28,264
Decrease in prepaid expenses	176	-
Decrease in inventory	-	2,512
Increase in deferred revenue	20	972
Increase in accounts payable	-	18,314
	<u>196</u>	<u>50,062</u>
<b>NET DECREASE IN CASH FROM OPERATIONS</b>	<u>(77,084)</u>	<u>(18,255)</u>
<b>CAPITAL</b>		
Decrease in short-term deposits	50,000	33,773
Acquisition of tangible capital assets	-	(1,624)
<b>NET DECREASE IN CASH FROM CAPITAL</b>	<u>50,000</u>	<u>32,149</u>
<b>FINANCING</b>		
Advances from (to) the Township of Armstrong	52	(5,012)
<b>NET CHANGE IN CASH</b>	<u>(27,032)</u>	<u>8,882</u>
CASH, beginning of year	77,766	68,884
CASH, end of year	<u>\$ 50,734</u>	<u>\$ 77,766</u>

See accompanying notes.

# EARLTON TIMISKAMING REGIONAL AIRPORT

## MUNICIPAL SERVICES BOARD

### NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2014 & 2013

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#### NATURE OF OPERATIONS

Earlton Timiskaming Regional Airport Municipal Services Board operates the Earlton Timiskaming Regional Airport. The Board is comprised of representatives from fifteen area municipalities. Airport properties are owned by the Corporation of the Township of Armstrong.

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Board are the representation of management and have been prepared within reasonable limits of materiality and in accordance with Canadian public sector accounting standards for local governments as recommended by the Public Sector Accounting Board of the CPA Canada. The more significant of these accounting policies are summarized below.

##### BASIS OF ACCOUNTING

###### (i) Accrual Accounting

The financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenditures are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

###### (ii) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenditures, provides the change in net financial assets for the year.

###### (iii) Tangible Capital Assets

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

	YEARS
Buildings	25-50
Computers	1-5
Machinery and equipment	4-40
Vehicles	3-20

One-half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

# EARLTON TIMISKAMING REGIONAL AIRPORT

## MUNICIPAL SERVICES BOARD

### NOTES TO FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2014 & 2013

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#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

##### (iv) Contributions of Tangible Capital Assets

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

##### (v) Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenditures as incurred.

##### (vi) Inventory

Inventory, consisting of aviation fuel for resale and diesel fuel for airport operations, is valued at the lower of cost and net realizable value.

##### (vii) Use of Estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the period. Balances subject to measurement uncertainty include allowance for doubtful accounts receivable and amortization. Actual results could differ from these estimates.

##### (viii) Revenue Recognition

Revenues are recognized when they are earned, specifically when all the following conditions are met: services are provided or products are delivered to customers, there is clear evidence that an arrangement exists, amounts are fixed or can be determined, and the ability to collect is reasonably assured.

#### 2. SHORT-TERM INVESTMENTS

Short-term investments consist of a term deposit bearing interest at 1.55%, maturing in the 2015 fiscal year.

#### 3. DEFERRED REVENUE

The Board entered into a long-term lease agreement relating to land. The lease calls for annual rent of \$40,000 for a period of 5 years commencing November 2011 and terminating October 2016. The amount relating to subsequent years is recorded as deferred revenue.

# EARLTON TIMISKAMING REGIONAL AIRPORT

## MUNICIPAL SERVICES BOARD

### NOTES TO FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2014 & 2013

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#### 4. RELATED PARTY TRANSACTIONS

The balance due to the Township of Armstrong is non-interest bearing and unsecured with no fixed terms of repayment. Included in accounts payable and accrued liabilities is \$15,824 due to the Township of Armstrong.

Included in other revenue is \$11,200 received from the Township of Armstrong in relation to runway repairs.

During the year, the Board paid the following amounts to the Corporation of the Township of Armstrong. The amounts indicated includes payment to third parties on behalf of the Board. These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Insurance	\$	2,864
Wages and employee benefits		<u>190,250</u>
	\$	<u>193,114</u>

#### 5. RETIREMENT AND OTHER EMPLOYEE FUTURE BENEFITS

##### (a) RETIREMENT BENEFIT

The Board, through the management of its payroll by the Corporation of the Township of Armstrong, makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan on behalf of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay.

##### (b) LIABILITY FOR POST EMPLOYMENT BENEFITS

There is no plan whereby unused sick leave can accumulate and employees become entitled to a cash payment when leaving the municipality's employment. There are no other significant post employment benefits and there is no liability recorded for possible payments.

#### 6. FINANCIAL INSTRUMENTS

The Board is exposed to various risks through its financial instruments. The following analysis provides information about the Board's risk exposure and concentration as of December 31, 2014.

##### Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The Board is exposed to credit risk from customers. In order to reduce its credit risk, the Board reviews a new customer's credit history before extending credit and conducts regular reviews of its existing customers' credit performance. An allowance for doubtful accounts is established based upon factors surrounding the credit risk of specific accounts, historical trends and other information. The Board has a significant number of customers which minimizes concentration of credit risk.

##### Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Board is exposed to this risk mainly in respect of its receipt of funds from its customers and other related sources and accounts payable.



# **EARLTON TIMISKAMING REGIONAL AIRPORT**

## **MUNICIPAL SERVICES BOARD**

### **NOTES TO FINANCIAL STATEMENTS (CONT'D)**

**YEARS ENDED DECEMBER 31, 2014 & 2013**

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#### **7. BUDGET FIGURES**

The Board completes a budget review for its operating budget each year. The approved operating budget for the year ending December 31, 2014 is reflected on the statement of financial activities and is not subject to audit.

#### **8. ECONOMIC DEPENDENCE AND GOING CONCERN**

The Board does not generate sufficient operating revenue to meet its operating expenditures on a year to year basis. Accordingly, the Board is dependent on fund transfers from the participating municipalities in order to continue operations in the absence of any other funding. The continuation of the Board is dependent on the securing of such future funding.

The Earlton Temiskaming Regional Airport's hangar and terminal, which are owned by the Corporation of the Township of Armstrong, are currently for sale. Should these assets be sold, specifically the terminal, airport operations would cease.

The Board and Township of Armstrong are involved in preliminary discussions to transfer all airport assets to another not-for-profit organization. If such a reorganization occurs, the Board would be dissolved.

## EARLTON TIMISKAMING REGIONAL AIRPORT

## MUNICIPAL SERVICES BOARD

## SCHEDULE OF CONTRIBUTIONS OF FUNDING MUNICIPALITIES

YEAR ENDED DECEMBER 31

	% contribution	2014
Township of Armstrong	6.94	\$ 6,894
Township of Casey	2.05	2,038
Township of Chamberlain	1.90	1,886
Municipality of Charlton-Dack	3.68	3,651
Town of Cobalt	6.05	6,011
Township of Coleman	2.91	2,894
City of Temiskaming Shores	55.58	55,181
Town of Englehart	8.49	8,426
Township of Ewanturel	2.55	2,529
Township of Harley	2.89	2,867
Township of Hilliard	1.25	1,237
Township of Hudson	2.51	2,491
Township of James	2.60	2,583
Village of Thornloe	0.60	600
	100.00	99,288
Donations:		
Township of Kerns		1,902
		\$ 101,190

EARLTON TIMISKAMING REGIONAL AIRPORT

MUNICIPAL SERVICES BOARD

SCHEDULE OF TANGIBLE CAPITAL ASSETS

YEARS ENDED DECEMBER 31

	General Capital Assets				Totals	
	Buildings	Vehicles	Furniture & Equipment	Computer Hardware	2014	2013
<b>Cost</b>						
Opening costs	\$ 87,546	\$ 10,255	\$ 13,075	\$ 1,624	\$ 112,500	\$ 110,876
Additions during the year	-	-	-	-	-	1,624
Closing costs	87,546	10,255	13,075	1,624	112,500	112,500
<b>Accumulated Amortization</b>						
Opening accum'd amortization	9,321	5,860	5,777	162	21,120	16,122
Amortization	2,281	1,465	1,090	325	5,161	4,998
Closing accum'd amortization	11,602	7,325	6,867	487	26,281	21,120
<b>Net Book Value of Tangible Capital Assets</b>	<b>\$ 75,944</b>	<b>\$ 2,930</b>	<b>\$ 6,208</b>	<b>\$ 1,137</b>	<b>\$ 86,219</b>	<b>\$ 91,380</b>



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
SOUTH TEMISKAMING CULTURAL SUSTAINABILITY PROJECT COMMITTEE MEETING**

Thursday, December 10th, 2015 – 9:30 A.M.

New Liskeard Boardroom – City Hall

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**MINUTES (DRAFT)**

**1. CALL TO ORDER**

- Meeting called to order at 9:33 A.M.

**2. ROLL CALL**

MEMBERS:

Réjeanne Massie - Chairperson     Anne-Denise Mejaki – Vice-Chairperson

Mike McArthur (Councillor)     Rebecca Desmarais

SUPPORT STAFF:

Courtney Tresidder, Cultural Coordinator

James Franks, Economic Development Officer

- Guests: Felicity Buckell, Local sub-consultant & Lynne Cormier, Service Connector at Temiskaming Native Women's Support Group

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

- None.

**4. APPROVAL OF AGENDA**

Moved by: Mike McArthur

Seconded by: Anne-Denise Mejaki

Be it resolved that:

- The agenda for the December 10<sup>th</sup>, 2015 South Temiskaming Cultural Sustainability Project Committee (STCSP) meeting be approved as printed.

**CARRIED**

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

- None.

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

Moved by: Rebecca Desmarais

Seconded by: Mike McArthur

Be it resolved that:

- The Minutes for the November 12<sup>th</sup>, 2015 South Temiskaming Cultural Sustainability Project Committee meeting be approved as printed.

**CARRIED**

## **7. Follow-up business**

### **7.1 Revisiting STCSP Terms of Reference**

- A discussion was had regarding what the Ministry of Tourism, Culture and Sport can and cannot support through the scope of the South Temiskaming Cultural Sustainability Project.

The STCSP's intent is to assist in strengthening Boards of Directors, to promote volunteerism (recruitment and retention) and to advertise the cultural sector as whole.

### **7.2 Website for Temagami Artistic Collective**

Recommendation No. 2015-CC-022

Moved by: Mike McArthur

Seconded by: Rebecca Desmarais

Whereas the STCSP project guidelines do not support the creation of advertisement and marketing materials for individual organizations.

Now be it resolved, as per the Minutes of the November 12, 2015 STCSP meeting, that the STCSP committee agrees to cease supporting the development of the Temagami Artistic Collective website as of December 10, 2015.

**CARRIED**

### **7.3 Advertisement for Temiskaming Screening Room; Smallpond Entertainers**

Recommendation No. 2015-CC-023

Moved by: Rebecca Desmarais

Seconded by: Anne-Denise Mejaki

Whereas the STCSP project guidelines do not support the creation of advertisement and marketing materials for individual organizations.

Now be it resolved that, as per the Minutes of the October 8, 2015 STCSP meeting, that the STCSP committee agrees to cease supporting advertisement for (8.3) Temiskaming Screening Room's March Break Camp and (9.2) Smallpond Entertainers, Inc.'s production, 'Oliver', as of December 10, 2015.

**CARRIED**

#### **7.4 Reallocation of STCSP funds**

Recommendation No. 2015-CC-024

Moved by: Mike McArthur

Seconded by: Rebecca Desmarais

Whereas the STCSP budget contains two line items designated specifically towards advertising and towards training from industry experts, and

Whereas advertising dollars have been spent at a more rapid pace than training dollars, and

Whereas there is a continuous need to continue supporting the cultural sector through advertisement.

Now therefore be it resolved that the STCSP committee agrees to support the Cultural Coordinator in requesting a reallocation of \$7,000 from the "training from industry experts" line item to the "advertisement" line item.

**DEFEATED**

#### **7.5 Cultural Roundtable: Date & Purpose**

- After some discussion, it was concluded that the committee agrees to move forward with the next Cultural Roundtable on or around Wednesday, January 20<sup>th</sup> at 10:00 AM to discuss the potential creation of a local arts and cultural council. A speaker from an arts council representing a similar community to South Temiskaming will be contacted and booked by the Cultural Coordinator.

#### **7.6 Video project (collaboration with Good Gauley Productions)**

- The STCSP committee agrees to move forward with the project with an upset limit of \$2150. The committee prefers that the video be shortened to approximately 2 minutes and 30 seconds, and the committee wishes to have a storytelling component featured within the video.

Potential screening options were discussed. Other than social media sharing, this video could be shown at the Classic Theatre, at City Hall, at the Temiskaming Shores & Area Chamber of Commerce, at Northern College Orientation Week, on the City of Temiskaming Shores website and YouTube channel, etc.

## **8. New business**

### **8.1 STCSP: Next Steps, Planning**

- Réjeanne Massie presented to the STCSP committee a preliminary budget plan for the potential creation of a local arts and culture council.

A meeting has been scheduled between Réjeanne, Felicity, Courtney, James and Chris Oslund, City Manager to review the proposed plan.

### **8.2 Social Media (iMovie) Training**

Recommendation No. 2015-CC-025

Moved by: Anne-Denise Mejaki

Seconded by: Mike McArthur

Whereas Maureen Steward, Curator of the Temiskaming Art Gallery has expressed interest in being provided with hands-on training for the iMovie application, and

Whereas increased knowledge in iMovie can be beneficial to the social media marketing strategies of cultural organizations in the South Temiskaming area.

Now therefore be it resolved that the STCSP committee supports the Cultural Coordinator in conducting free group training on the subject of the iMovie application to members of the South Temiskaming cultural community – specifically, Board members and staff of cultural organizations.

**CARRIED**

### **8.3 Training: Haileybury Heritage Museum**

Recommendation No. 2015-CC-026

Moved by: Anne-Denise Mejaki

Seconded by: Mike McArthur

Be it resolved that the STCSP committee agrees to have the Cultural Coordinator organize accessioning training for area museums, contracting Kelly Gallagher in early 2016 for a maximum of \$1250.

**CARRIED**

## **9. Reports by committee members**

- James Franks, Courtney Tresidder: Northern Ontario Tourism Summit
  - Valuable experience for local cultural organization representatives related to tourism. Five attendees from the region.
- Courtney Tresidder, Felicity Buckell: Presentation to City Council (Dec 1)

- The South Temiskaming Cultural Sustainability Plan Discussion Paper (released November 20) was presented to Temiskaming Shores City Council on December 1 by Courtney Tresidder. Well-received, a report appeared in The Weekender.
- Courtney Tresidder: Ontario's Volunteer Action Plan
  - The Ministry of Citizenship, Immigration and International Trade has prepared a provincial Volunteer Action Plan to help promote volunteerism in Ontario.
- Courtney Tresidder: Culture Days 'Top Ten' 2015
  - Temiskaming Shores ranks #6 in the 2015 'Top Ten Cities under 49,999 (in population)' for Culture Days

## **10. SCHEDULING OF MEETINGS**

- The STCSP committee will meet on the following dates:
  1. January 14<sup>th</sup>, 2016 at 9:30 AM
  2. February 11<sup>th</sup>, 2016 at 9:30 AM

**Tentative Cultural Roundtable date: January 20, 2016**

## **11. ITEMS FOR FUTURE MEETINGS**

- Indigenous representation on the STCSP committee (January)

## **12. OUTSTANDING ITEMS**

- Cultural passport (Lake Temiskaming Tour Guide)

## **13. ADJOURNMENT**

Moved by: Anne-Denise Mejaki

Seconded by: Mike McArthur

Be it resolved that:

- STCSP adjourns at 11:20 A.M.

**CARRIED**



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## Temiskaming Shores Public Library Board

Meeting Minutes  
Wednesday, January 20, 2016  
7:00 p.m. at the New Liskeard Branch

### 1. Call to Order

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

### 2. Roll Call

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

Leave of absence: Cam Locke, Theresa McGrory

Members of the Public: 3, as a delegation to the Board: Sue Nielsen, Vivian Hylands, David Brydges.

### 3. Adoption of the Agenda

**Moved by:** Roger Oblin  
**Seconded by:** Robert Dodge

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

**Carried.**

#### **Additions to the Agenda:**

1. **Correspondence a.:** Letter from the Ministry of Tourism, Culture and Sport

### 4. Adoption of the Minutes

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

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Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, December 15, 2015 as presented.

**Carried.**

**5. Business arising from Minutes**

- a. Roger Oblin inquired if there were any comments or concerns regarding the shift of Saturday hours in New Liskeard from 11-5 to 10-4. The CEO reported that there had not been any comments. It does seem easier for staff to schedule Saturday morning programs with the earlier opening hours.

**6. Delegation regarding Non-resident User Fees.**

Sue Nielsen, Vivian Hylands and David Brydges gave a presentation outlining their concerns regarding the cancellation of the reciprocal borrowing agreement with Cobalt and Temagami and raising of the non-resident library card fee to \$75 a year.

The Delegation asked a number of questions of the Library Board, including how they came to the decision, how they arrived at the amount of \$75 per year for a non-resident card, and if they had taken into consideration those users with low incomes.

Chair Donald Bisson spoke to address the concerns of the delegation. He outlined how the Board came to the decision to discontinue the unwritten reciprocal agreements because of financial constraints, and a need to equalize memberships so that all users contribute financially to the library as the taxpayers of Temiskaming Shores and the Contracting Townships do. He stated that Temiskaming Shores' taxpayers contribute about \$91 per year towards the libraries, so the non-resident rate is actually discounted. There was then a general discussion regarding the availability of libraries in Cobalt and Temagami which those residents can use, and the financial constraints of the municipalities in this area.

The Board thanked the Delegation for their presentation.

**7. Correspondence**

- a. From Honorable Minister Coteau, Minister—Ministry of Tourism, Culture and Sport

**Re:** e-Resources Funding for Libraries.

**Reference:** Information. Response to the letter sent by the Board in December.

## 8. Secretary–Treasurer’s Report

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

**Friends of the Library:** Will meet on March 8, 2016.

### **Buildings and Equipment:**

- **Fire safety checks** were conducted in January in the library buildings.
- **The Security Camera DVR** in Haileybury has stopped working. The IT Administrator for the City has looked at it and confirmed that it cannot be fixed. We are looking at an option where we refurbish an unused computer for the NVR software and purchase upgraded cameras that are IP compatible. The Library CEO presented the various options for purchase to the Library Board. The Board gave direction to purchase the Unifi Wired Cameras and refurbish an existing unused computer to use as the server for the software as recommended by the IT Administrator.

### **Business:**

- **Ontario Libraries Capacity Fund Research and Innovation Grant.** Leanne Clendening phoned on January 5 to let me know that we were successful in this grant application for \$113,000 over two years to do a study in five northern Ontario public libraries on the impacts, outcomes and transformative effects libraries have on their communities. Ontario Library Service is the lead on the project, but each participating library has committed to contributing 79 work hours towards the project. It is anticipated that Temiskaming Shores Library will be one of the first sites for the study. Chair Donald Bisson indicated that he would be willing to help out in any way possible.
- **Le Voyageur, Sudbury French newspaper.** Interviewed Carmen Peddie, who coordinates French services for the library about the library’s activities on January 12, 2016.
- **Healthy Kids Community Challenge.** Funding in the amount of up to \$3500 has been approved for activities and programming at the New Liskeard branch of the library. Programs will begin at the end of January until the end of April.
- **Excel Courses in Small Library Management:** Melissa Campsall has registered for the Excel course Electronic Information Sources for the winter term.

### **Programming:**

**Visits to the Nursing Homes to exchange books are ongoing.**

**Visits from the Life Skills group to the New Liskeard Branch continue every Wednesday.**

**Les Liseuses, the French Book Club, continues to meet at the New Liskeard Branch on the first Tuesday of the month.**

**Homework Help on Tuesdays at the New Liskeard Branch**

A program run by the library student volunteers and supervised by library staff.

**Gadget Helper at both branches of the library**

Tuesdays and Thursdays, book a one-on-one time. This program is very popular and we are having lots of people sign up for help.

**Giant Book Sale** is scheduled at Riverside Place for Tuesday, March 15 and Wednesday, March 16, 2016

**Finances and Statistics**

The Board reviewed the financial and statistical reports provided by the CEO. It is still estimated that the library will come in around \$8000 under budget this year, due to unexpected funding of several projects.

**9. Committee Reports**

- a. **Finance and Property Committee:** Nothing to report
- b. **Planning, Personnel, Policy and Publicity Committee:** Nothing to report
- c. **Building Committee:** Nothing to report

**10. New Business**

**a. Report LIB-001-2016 Workplace Inspections.**

For information. The CEO mentioned that First Aid training will be completed for library staff at first opportunity as long as the training works with the library schedule.

**b. Ontario's Pre-Budget Consultations. Information from the Federation of Ontario public Libraries.**

The Board discussed the information sent by FOPL. Roger Oblin commented on several items which the Board could highlight on the website and town hall discussions provided by the province. The CEO will comment on behalf of the Board.

## 11. Plan, Policy and Bylaw Review

### a. Policy review: Home Delivery Policy, Circ-7

The policy was reviewed and amended.

#### **Motion #2016-1**

**Moved by:** Jeff Laferriere

**Seconded by:** Carman Kidd

Be it resolved that the Temiskaming Shores Public Library Board accepts Policy Home Delivery, Circ-7 as amended by the Board.

**Carried.**

### b. Policy review: Salary Administration, Per-9

The policy was reviewed.

#### **Motion #2016-2**

**Moved by:** Robert Dodge

**Seconded by:** Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts policy Salary Administration, Per-9, as amended by the Board.

**Carried.**

### c. Policy review: Hours of Service, Circ-1

The policy was reviewed.

#### **Motion #2016-3**

**Moved by:** Brenda Morissette

**Seconded by:** Carman Kidd

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Be it resolved that the Temiskaming Shores Public Library Board accepts policy Hours of Service, Circ-1, as amended by the Board.

**Carried.**

**12. Closed Session:** regarding identifiable individuals.

- a. **Patron incident**
- b. **Staffing update**
- c. **Report on CEO performance evaluation**

**Motion #2016-4**

**Moved by:** Robert Dodge  
**Seconded by:** Carman Kidd

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:10 p.m. in regards to identifiable individuals.

**Carried.**

**Motion #2016-5**

**Moved by:** Robert Dodge  
**Seconded by:** Carman Kidd

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:25 p.m. without report.

**Carried.**

**13. Adjournment**

Motion to adjourn by Carman Kidd at 8:32 p.m.

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Chair – Donald Bisson

## 1. Call to Order

The meeting was called to order at 8:34 AM.

## 2. Roll Call

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

## 3. Review of Previous Minutes

The minutes of the January 12, 2015, Contract Consultation Meeting with Operating Authority were reviewed by the committee.

## 4. Unfinished Business

### **FACILITIES**

#### **4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road**

##### ***Vegetation Issues***

##### Previous Discussion:

No update

##### Discussion:

Vegetation issue to be addressed this Spring/Summer.

#### **4.2 Station St. Sanitary Lift Station**

##### Previous Discussion:

No update

##### Discussion:

No Update- New lighting spring 2016.

#### **4.3 Groom Drive**

Previous Discussion:

Generator repairs are complete.

Discussion:

Repairs complete. Call out at station panel, issues resolved.

#### **4.4 Haileybury Mechanical Wastewater Plant – 275 View St**

##### **Grinder**

Previous Discussion:

The old grinder has been removed. OCWA will install the new grinder when time permits.

Discussion:

A crane will need to be rented in early spring 2016 to install the new grinder.

##### **Sludge**

Previous Discussion:

OCWA will review the quantities hauled and report back to the City.

Discussion:

OCWA covered all costs to remove the sludge. Steve Burnett suggests that going forward the sludge is hauled on a monthly basis once the Vac/Flusher Combo truck has arrived.

##### **Fencing**

Previous Discussion:

No update

Discussion:

No Update - All fencing will be looked at in 2016



## **Other items**

### Previous Discussion:

The steps have been temporarily repaired and the sidewalks will be addressed in the Spring.

### Discussion:

The city will address the sidewalks in the 2016.

## **4.5 Farr Drive Pumping Station**

### Previous Discussion:

The pump supplier and technician to make adjustments and provide training to OCWA staff.  
The pump is now back in service.

### Discussion:

The pumps have been running good with no issues.

## **4.6 Roof Repairs**

### Previous Discussion:

A leak in the roof was discovered. The City's building Maintenance Department is investigating.

### Discussion:

The City's Maintenance Department temporarily fixed the leak in the roof. Steve Burnett will follow up with Mitch Lafreniere.

## **4.7 Haileybury Water Treatment Plant – 322 Browning St**

### **High Lift Pump – New**

#### Previous Discussion:

Both the high and low lift pumps will be replaced in 2016.

#### Discussion:

Steve Burnett will be issuing an RFQ in the near future to replace 2 low lifts & 1 high lift pump. Steve further mentioned he would investigate whether a Schedule C is needed due to the additional pumping capabilities.

## **Security**

### Previous Discussion:

No update

### Discussion:

No update

### ***Parking Lot***

#### *Previous Discussion:*

The fence has been removed. Security to the south of the water treatment plant will be reviewed.

#### *Discussion:*

OCWA recommended that the snow removal crews be more careful when piling snow as their internet line has been buried. OCWA will contact Eastlink to look at installing a mast to secure the internet cable on the roof.

Security to the south side of the water treatment plant will be looked at in the spring.

### **4.8 Haileybury Reservoir – Niven St.**

#### *Previous Discussion:*

The draft MOECC inspection report indicated that better security is needed at the reservoir.

#### *Discussion:*

- Security will be looked at in 2016.

### **4.9 New Liskeard/Dymond Waste Water Lagoon – 177304 Bedard Rd.**

#### ***Sludge Study***

#### *Previous Discussion:*

EXP has completed the sludge study and will submit a final report to the City.

#### *Discussion:*

The City is waiting to receive the report from EXP; the initial indication shows no concerns of critical nature.

#### ***Environment Canada***

#### *Previous Discussion:*

OCWA is still working on the submission to Environment Canada. The sample for Waste Water System Effluent Regulations (WSER) will be taken shortly.

#### *Discussion:*

City staff is participating in a conference call on February 25<sup>th</sup>, 2016 regarding the notice received from Environment Canada. Further details will be presented at the following meeting.

## ***Snow Removal***

### Previous Discussion:

Colin Loach will be completing the snow removal for the 2016 season.

### Discussion:

Steve Burnett provided the committee with an update- Snow removal is going well.

## **4.10 Montgomery Sanitary Lift Station**

### Previous Discussion:

No update

### Discussion:

No update

## **4.11 Cedar St. Sanitary Lift Station**

### Previous Discussion:

No update

### Discussion:

No update

## **4.12 Goodman Sanitary Lift Station – 132 Jaffray St.**

### Previous Discussion:

No update

### Discussion:

OCWA reported issues with the Miltronics resulting in call-ins. Further discussed that a header on the wet wells may need to be replaced, troubleshooting is underway.

## **4.13 New Liskeard Water Treatment Plant – 305 McCamus Ave.**

### ***Upgrades for Looping Project***

#### Previous Discussion:

By the end of next week, OCWA's portion of the project will be complete.

#### Discussion:

Looping portion is now complete. OCWA identified that due to the excess humidity and chlorine a dehumidifier has been purchased and must be installed along with ceiling fans in the building. Mike Del Monte will meet with New Liskeard sheet metal to have a hood built. The hood will need to be installed over the VFD's.

#### **4.14 New Liskeard Water Reservoir-177102 Shepherdson Rd.**

Previous Discussion:

OCWA's portion is nearing completion. A pressure reducing valve will be installed in the reservoir.

Discussion:

An existing diesel pump has been removed from the building. Steve Burnett will discuss with Mitch Lafreniere: options to close the hole in the building that was left after removal.

#### **4.15 Dymond Reservoir – 286 Raymond St**

##### **Plant Upgrades**

Previous Discussion:

OCWA has completed everything associated with the linking project. Final tie in to be completed with the commissioning of the project. St. Michel has requested a detailed estimate for the work required within the plant.

Discussion:

St- Michel Project is ongoing. Pressure issues with butterfly valve were noted. EXP requested the installation of a PRV (relief valve) to fix the issue. Program modifications may be made to fill the reservoir only at night. This will reduce pressure fluctuation on Raymond Street.

#### **4.16 Gray Road Sanitary Lift Station – 783495 Gray Rd**

Previous Discussion:

No update

Discussion:

No update

##### **Miltronic's Issue \*New**

Discussion:

OCWA is currently investigating the issue.

#### **4.17 Niven St Pumping Station – New Liskeard**

Previous Discussion:

Pump number 2 is vibrating; Spec and sons will be on site to investigate.

Discussion:

OCWA confirmed vibration continues on pump number 2. Spec and Sons have been on site to assess. It is suggested to install a rubber coupling to eliminate the vibrations. OCWA continues to monitor.

#### **4.18 Whitewood Pumping Station – New Liskeard**

Previous Discussion:

This check valve will need to be replaced prior to Spring 2016. No update

Discussion:

OCWA determined a faulty by-pass check valve will need to be replaced. OCWA will order a new by-pass check valve.

#### **5. MOE Compliance Issues**

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

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

Mike Del Monte forwarded information from an inspection company to Dave Treen and they are interested in providing a presentation on their products to various municipalities in the area. Perhaps a demonstration could be provided at the Haileybury reservoir and Steve Burnett will follow-up with Dave Treen as to when the presentation could be held.

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

Previous Discussion:

Council has approved the request to purchase a robotic camera to complete inspections of reservoirs within the City.

Discussion:

On-Going. Only one supplier for the robotic camera has provided a quote. The city has requested that OCWA looks into additional suppliers.

#### **5.1 Water Works By-Law**

Previous Discussion:

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

## **5.2 Manitoulin Transport \*New**

### Discussion:

In a recent MOECC inspection, the inspector brought forward the low chlorine residual issue affecting Manitoulin Transport. City staff and OCWA will further investigate.

## **6. Communication Upgrades**

### Previous Discussion:

Phase two is now complete.

### Discussion:

The city expects a quote from OCWA for phase 3 within the next few weeks. The quote will include the design for the MCC replacement.

## **7. Schedule of Meetings**

The next scheduled contract meeting with OCWA is will be on March 23, 2016 at 9:00 AM

## **8. Adjournment**

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 9:47 AM.

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

Thursday, January 21, 2016  
Council Chambers, Township of Armstrong  
Earlton, Ontario

**Attendance:** Pauline Archambault, Morgan Carson, Marc Robillard,  
Doug Metson, Barbara Beachey, Charlie Codd, Debbie Veerman,  
Ron Vottero, Dominique Nackers, Bryan McNair, Danny Whalen,  
Harold Cameron, Sheila Randell

**Absent :** Ken Laffrenier, Sue Nielsen, and James Twp. Rep.

1. **Welcome - Meeting called to order**  
Moved by: Doug Metson  
Seconded by: Bryan McNair  
BE IT RESOLVED THAT "the meeting of January 21st, 2016, 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: Bryan McNair  
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: Bryan McNair  
BE IT RESOLVED THAT "the Minutes of the meeting held December 17th, 2015, be adopted as presented."  

Carried
5. **Errors or Omissions**  
There were no errors or omissions.
6. **Business Arising from the Minutes**  
None
7. **Closed Session**  
No closed session.

**8. Committee Reports**

**(i) Finance Committee**

Ron Vottero noted that at this time, the Airport has a large bank balance, however, it was agreed to leave as is for now.

Moved by: Bryan McNair

Seconded by: Doug Metson

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

Carried

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

Doug Metson handed out a report for 2015 expenses, and advised the Board that the Airport's JCB Loader is in need of major repairs, and this should be a consideration when preparing the 2016 budget.

Moved by : Barbara Beachey

Seconded by : Danny Whalen

BE IT RESOLVED THAT "the report of the Property and Maintenance Committee be adopted as presented."

Carried

**(iii) Human Resources Committee**

No Report

**9. Correspondence**

Moved by: Danny Whalen

Seconded by: Barbara Beachey

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

Carried

**10. Manager's Report**

Moved by: Barbara Beachey

Seconded by: Danny Whalen

BE IT RESOLVED THAT "the Manager's Report for the month of December 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:**

Pauline questioned the accounting fees that were brought up at the Strategic plan meeting, and was assured that this was just a misunderstanding, and that our expenses are in line.

Harold arranged for Trans Canada Pipelines to use the Hangar overnight. It was agreed that Wabusk should issue an invoice to the Airport, for this one time, and the Airport invoice Trans Canada Pipelines. Once Wabusk are working out of the Hangar full time, they will be invoicing the customer direct.

Ron Vottero noted that movements are down in 2015 from 2014. This is largely due to private movements, caused by a lot of private planes being down for repairs.

Harold thanked Dominique Nackers for his part in removing TRACC belongings from the sweeper shed (and old trailer). Dominique is working on getting someone to move TRACC's trailer from it's present location, as it is in the way of snow removal.

Question was raised regarding the flight school that is supposed to be coming to the Airport, and the Board was advised that the holdup is due to wording in the contract, which has to be redone.

**13. Adjournment**

Moved by: Ron Vottero

Seconded by: Charlie Codd

BE IT RESOLVED THAT "this meeting be adjourned - 7:48 p.m. The next meeting will be held February 18th, 2016 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



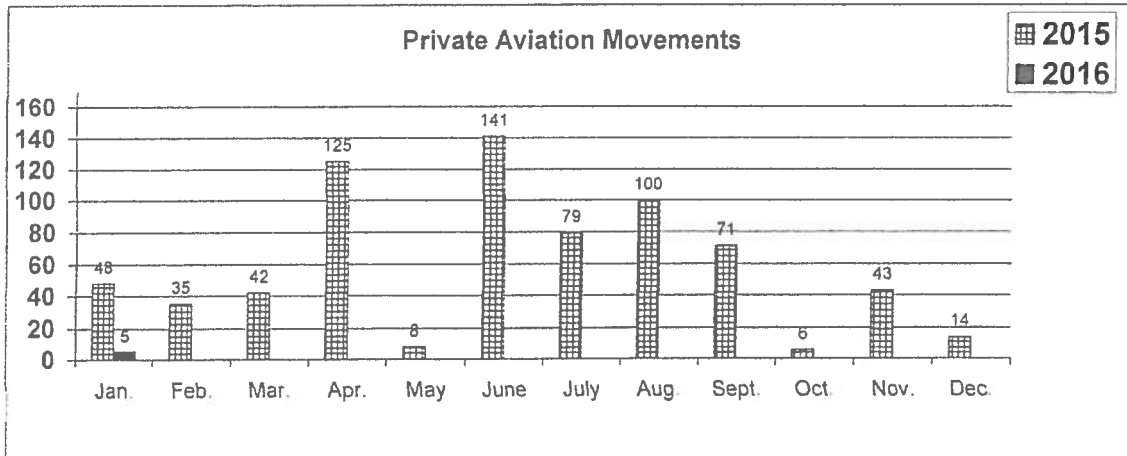
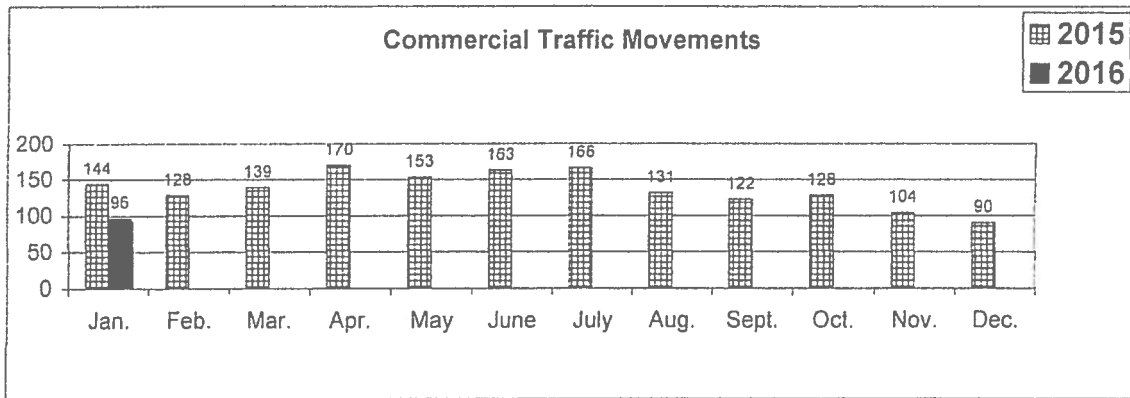
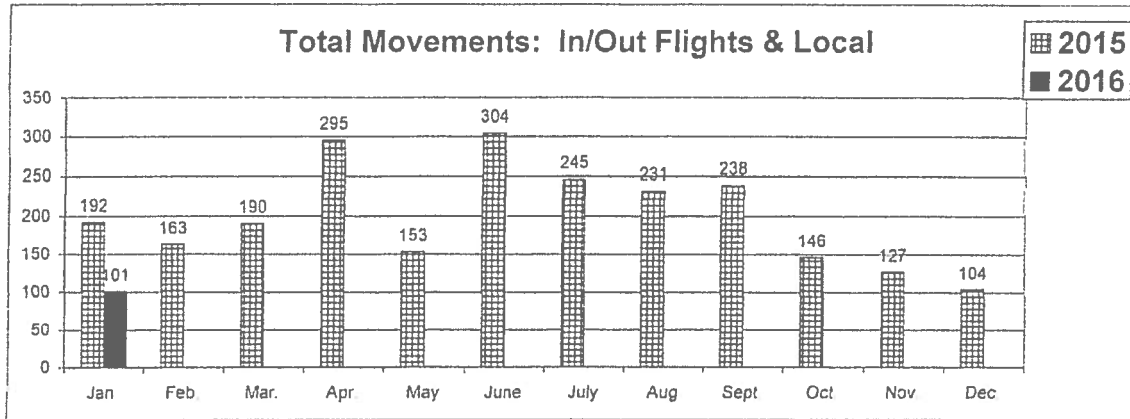
Secretary

**EARLTON-TIMISKAMING REGIONAL  
AIRPORT  
JANUARY 2016**

<b><u>REVENUE</u></b>	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$2,749	\$2,749
Operations	\$5,917	\$5,917
	<hr/> \$8,666	<hr/> \$8,666
 <b><u>EXPENSES</u></b>		
Fuel	\$0	\$0
Operations	\$23,985	\$23,985
Capital Expenses		
	<hr/> \$23,985	<hr/> \$23,985
 <b><u>NET PROFIT/LOSS</u></b>		
Fuel	\$2,749	\$2,749
Operations	-\$18,068	-\$18,068
Capital Expenses		-\$2,033
	<hr/> -\$15,319	<hr/> -\$17,352
 <b><u>FUEL INVENTORY - JET A1</u></b>	\$ 2,964	
<b><u>FUEL INVENTORY - AVGAS</u></b>	\$ 2,366	
<b><u>FUEL INVENTORY - DIESEL</u></b>	\$ 1,730	

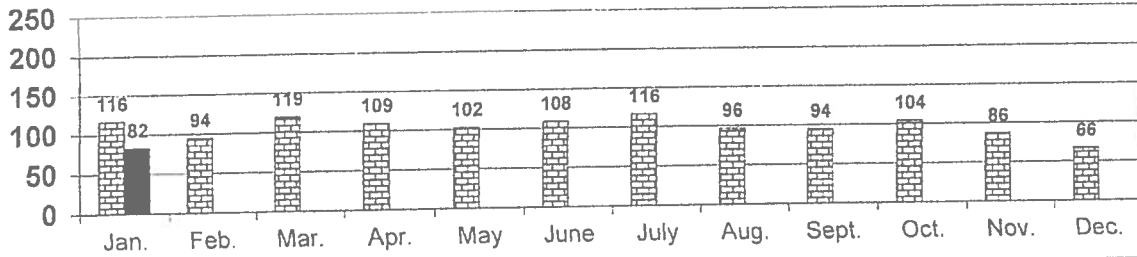
# ANNUAL AIRCRAFT MOVEMENTS

AS OF JANUARY 31, 2016



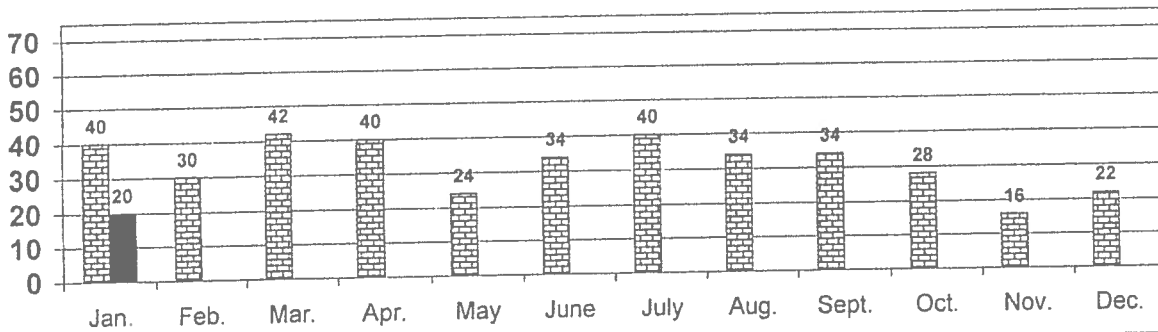
### Air Carriers Movements

2015  
2016



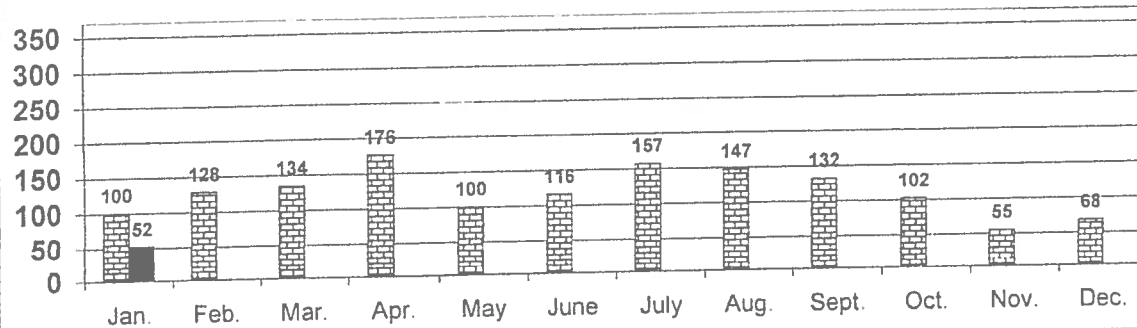
### Air Ambulance Movements

2015  
2016



### # Pgrs. via Air Charter

2015  
2016



## MANAGER'S REPORT JANUARY 2016

### Strategic Business Plan:

The Strategic Business Plan for our Airport was presented to the MSB members, and the Steering Committee, on the 20th January by Explorer Solutions. The Final Report is a 159 page document. It contains analysis of the internal current state, external market trends and opportunities, and benchmarking comparisons to other similar Airports. Included also is an economic impact study outlining where we are, and development concepts that would generate new sources of revenue.

The Plan also outlines a 20-year financial model that touches on a flight school, a business development park, air service, and capital expenditures that will be required to maintain the Transport Canada "Certified" status. There are charts showing comparisons of revenues and expenses for this period as well.

A new governance model for the Airport is also revealed. In it there is a transfer of the Operating Certificate to a new entity. The Township of Armstrong will be deliberating and deciding if this new model will be acceptable to them. The terms and conditions of a new agreement will need to be negotiated by the politicians and staff members involved.

I thank all of the MSB members, the Steering Committee, the Mayor and Councillors, and staff, from Armstrong Twp. for their support of the Airport. The time and commitment that you are putting into finding a way to help this facility have a future is sincerely appreciated.

Harold Cameron  
Earlton-Timiskaming Regional Airport Manager

**Community Contribution Summary**  
**2016 Sharing Contribution**  
**Per Capita Contribution - \$7.95**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	
Casey	374	\$2,973	
Chamberlain	346	\$2,751	
Charlton and Dack	670	\$5,327	
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	
Englehart	1546	\$12,291	
Evanturel	464	\$3,689	
Harley	526	\$4,182	
Hilliard	227	\$1,805	
Hudson	457	\$3,633	
James	474	\$3,768	
Temiskaming Shores	10125	\$80,494	
Thornloe	110	\$875	
<b>Total Contributions</b>	<b>18218</b>	<b>\$144,833</b>	<b>\$0.00</b>

**Donation**

Kerns	349	\$2,775	
<b>Total Contributions</b>		<b>\$147,608</b>	<b>\$0</b>

As of February 9, 2016

## 1.0 CALL TO ORDER

The meeting was called to order at 3:00 PM

## 2.0 ROLL CALL

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Councillor Danny
Regrets:	
Others Present:	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

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

## 4.0 ADOPTION OF AGENDA

Recommendation PW-BL-2016-004

Moved by: Councillor Doug Jelly

Be it recommended that:

The Building Maintenance Committee Meeting Agenda for the February 17, 2016 be adopted as amended.

Carried

## 5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-BL-2016-005

Moved by: Mayor Carmen Kidd

Be it recommended that:

The Building Committee Meeting minutes of January 14, 2016 be adopted as printed.

Carried

## 6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

## 7.0 CORRESPONDENCE

- None

## 8.0 UNFINISHED BUSINESS

### 8.1 Municipal Data Works (changed from MarMak)

**Previous Discussion:**

Ongoing with the City's engineering intern. Work on entering the data has started.

**Discussion:**

The City's engineering intern will conduct a presentation on the information collected to date, at our next meeting.

### 8.2 PFC

**Previous Discussion:**

Early last week, there was an issue with the electrical system at the facility. The main power source running into the MCC was compromised (pumps, heat). Due to the age of the system, the part required for repair is not readily available in Canada. The electrician was able to rewire and create a temporary fix until the part arrived. Parts will be a cost of approximately \$4,000.

**Discussion:**

Mitch Laferniere confirmed that the new MCC parts arrived and were installed. As of now, all electrical components are running well. However, pump 9 has recently failed. The approximate cost to repair the pump will be \$3,900. It was mentioned that due to the lack of preventative maintenance in the past, the facility at some point will need to be brought up to specs.

### 8.3 Building Division Staff Update

**Previous Discussion:**

Mitch has spoken with the staff regarding the upcoming capital work.

**Discussion:**

City staff are working on capital approved projects.

### 8.4 Implementation of Fleet maintenance management software

**Previous Discussion:**

The software is in place and Public Works staff has begun to input data into the system. Doug will request that the staff attend the next Building Maintenance Committee meeting to display what the software can do.

**Discussion:**

Doug informed the committee that a presentation on the new software will be presented at the following meeting.



#### 8.6 Library Services Review

**Previous Discussion:**

Kelly will send a meeting request for the next meeting of the subcommittee for some time in February. Currently, Mitch is working on the RFP for the stabilization of the NL Library

**Discussion:**

A meeting is scheduled for February 25 with the Library Building Committee.

#### 8.7 DFO / City property off Main street, Haileybury

**Previous Discussion:**

No update

**Discussion:**

Mitch Lafreniere mentioned that he has been in contact with a representative from the DFO. In 2010 a report completed by DFO confirmed the work that was required to be completed at the property. However, the report was never received by the City and has since been determined to be inadequate by DFO. Mitch will schedule a conference call with the DFO in the coming weeks, to discuss the next steps.

#### 8.8 Murray Daniels Park, Leisure Services

**Previous Discussion:**

Mitch Lafreniere stated that by the end of 2016, Murray Daniels Park will have all buildings and fencing removed.

**Discussion:**

Work is ongoing at Murray Daniels Park. Laura Lee will confirm with MPAC if the buildings are on their list. The city will ensure proper steps are taken. Once confirmation is received one of the buildings will be donated to barking barn and the remaining buildings will be demolished.

##### 8.8.1 Green Energy Plan

**Previous Discussion:**

Mitch Lafreniere has received the first draft from the consultants and will send an electronic copy to the Committee for their review.

**Discussion:**

A presentation will be conducted by VIP energy services on March 1<sup>st</sup>. The final report is expected by the end of March 2016.

### 8.9 Fleet Replacement Plan

**Previous Discussion:**

Budget was approved. Mitch is currently working on the RFP for the pickup trucks and van for the building maintenance department.

**Discussion:**

The purchase of the Light duty trucks has been approved. Mitch is currently working on the RFP for the Rental graders. The following tenders will be closing within the next few days: Vacuum truck. Mitch is working on issuing tenders for: sidewalk machine and loader.

### 8.10 Farmer's Market

**Previous Discussion:**

No update

**Discussion:**

No update.

### 8.11 Building Audit

**Previous Discussion:**

On going.

**Recommendation PW-2015-040**

Moved by: Councillor Danny Whalen

Be it recommended that:

The Building Committee Meeting hereby recommends to the Recreation Committee that the arena halls, in both New Liskeard and Haileybury be rented with the understanding that there is no bar or kitchen facilities and further; recommends that it is suggested to potential renters to use the facilities where capital dollars are being spent to maintain.

**CARRIED**

**Discussion:**

On going- reports to come.

8.12 Building Condition Audit – Haileybury Fire Station

**Previous Discussion:**

The report has been received but not yet reviewed by staff. Once a review is complete a report will be provided to Council.

**Recommendation PW-2016-006**

Moved by: Councillor Doug Jelly

Be it recommended that:

**Discussion:**

Mitchell Architect has completed the building condition audit for the Haileybury station. This audit and will be presented to council March 1<sup>st</sup> for review.

8.13 2016 Capital Projects

**Previous Discussion:**

To date RFP for the roof replacement at the New Liskeard Fire Station and Arena

**Discussion:**

Mitch provided an update on the following capital projects:

- P.O. issued for the railing system at the Haileybury Arena
- PFC Flooring upgrades are approved
- Washroom at 200 Lakeshore is complete
- Algonquin Park Beach washrooms will be completed by the spring and ready for summer opening
- The following tenders are upon closure: New Liskeard Board Walk, LED upgrades to city hall

8.14 Demolition of the former Matabanik Hotel

**Previous Discussion:**

Work has been tentatively scheduled to start the week of February 1<sup>st</sup>, 2016. Staff are recommending that a portion of the street be closed to permit the space of equipment required for the demolition – should take approximately 2-3 weeks.

**Discussion:**

Designated Substances survey is expected to be completed by today. The committee was informed that the demolition is approximately 2-3 weeks away.

8.15 Surplus pickup trucks

**Previous Discussion:**

There are currently two pickup trucks waiting to be declared surplus by the municipality. Mitch Lafreniere suggested that they be removed to the scrap yard. Mitch has received a request for someone to purchase them for scrap. Mitch will discuss with Treasurer to ensure the proper procedures is followed.

**Discussion:**

ESCSM brought forward their interest in obtaining the surplus trucks. The city has agreed to donate these vehicles to ESCSM. ESCSM will pick them up this week. Mitch Lafreniere will follow up with the City's insurance company to remove the trucks from the policy.

8.16 Update on buildings affected by the wind storm

**Previous Discussion:**

There was a significant windstorm here on December 24<sup>th</sup> causing damage to the New Liskeard Library, Riverside Place and the McCamus Pumping Station. The library had to be tarped on two sides (est. cost \$30,000) North side of Riverside (\$20,000) and \$5,000 for McCamus pumping station.

**Discussion:**

Confirmation that Rivard Bros will repair the damages summer 2016, under one claim.

**9.0 NEW BUSINESS**

- None

**Discussion:**

**10.0 ADMINISTRATIVE REPORTS**

- PW-007-2016 – Equipment Purchase- Service Van
- PW-008-2016 – Flat Roof Replacement – Misc. buildings

**11.0 CLOSED SESSION**

- None

**12.0 NEXT MEETING**

The next meeting of the Building Maintenance Committee will be scheduled for: March 24, 2016 – 11:00 AM

### 13.0 ADJOURNMENT

Recommendation PW-BL-2016-007

Moved by: Dany Whallen

Be it recommended that:

The Building Maintenance Committee, be hereby adjourned at 4:00 PM.

Carried

\_\_\_\_\_  
**COMMITTEE CHAIR – D.WHALEN**

\_\_\_\_\_  
**COMMITTEE SECRETARY**

DRAFT

## 1.0 CALL TO ORDER

The meeting was called to order at 1:03 AM.

## 2.0 ROLL CALL

<b>Present:</b>	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, and Airianna Misener, Executive Assistant
<b>Regrets:</b>	Patricia Hewitt; Councillor, Robert Beaudoin; Environmental Superintendent, Jamie Sheppard; Roads Superintendent
<b>Others Present:</b>	Kelly Conlin; Director of Corporate Services (A)

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- **Add: Under New Business 10.4**  
10.3 Parking at 100 Market Street  
10.4 Former Roads North Cobalt

## 4.0 APPROVAL OF AGENDA

Recommendation PW-2016-011

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee agenda for the February 17, 2016 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-2016-012

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee minutes for the January 14, 2016 regular meeting be adopted as printed.

**Carried**

## **7.0 CORRESPONDENCE**

- *None*

## **8.0 PUBLIC PRESENTATIONS**

- *None*

## **9.0 UNFINISHED BUSINESS**

### 9.1 Grant Drive at Hwy 65E

#### **Previous Discussion:**

Currently, the City is waiting on RioCan to provide information to the lawyers to proceed with an easement.

#### **Discussion:**

Steve Burnett has been updated by Kemp Pirie Crombeen as to the inquiry from Rio Cans legal of the City's interest into purchasing the property.

### Recommendation PW-2016-013

Moved by: Mayor Carman Kidd

The Public Works Committee hereby recommends that the City confirms their interest in the purchase of the RioCan property.

**Carried**

## **9.2** Asset Management

### **Previous Discussion:**

On going

### **Discussion:**

No Update.

## **9.3** Wilson/Armstrong Property – Drainage

### **Previous Discussion:**

Doug Walsh indicated that the City will proceed with a letter of agreement for the time being, however, may consider incorporating the cost of an official easement in future budgets.

### **Discussion:**

Doug Walsh is continuing work – on a letter of agreement.

## **9.4** LED Street Lighting

### **Previous Discussion:**

Mitch Lafreniere reported that the City was successful in getting extension from Save on Energy until the end of 2016. All the heads should be here by the end of January. Installation will move forward in the Spring. The City's engineering intern is working on an inventory to compare with what we currently have versus what the City is being charged for by Hydro. (1100 versus 1800)

### **Discussion:**

Mitch Lafreniere reported that the final shipment of bulbs arrived this week, which will be installed early spring. A conference call with Hydro has been scheduled to discuss discrepancies in hydro versus city inventory.

## **9.5** AMEC – New Waste Management Capacity

### **Previous Discussion:**

Steve Burnett reported that AMEC has submitted the Draft EA to the Ministry and the project is still on the timeline that was presented by AMEC. Final approval will hopefully come in June 2016. AMEC will continue work on the design of the landfill. RFP was recently sent out for the closure plan for the Haileybury Landfill.

### **Discussion:**

No Update. Steve Burnett will be discussing the RFP for the Haileybury Landfill Closure Plan within the Administrative Reports section.



## **9.6** Access Control Policy – Entrance Permits

### **Previous Discussion**

We have received the site coordinates from Grant Farms and it will be compared to what the City has. The City's engineering intern will continue working on this project in conjunction, working with the City's clerk on issuing 911 numbers for the entrances.

### **Discussion:**

The comparison is ongoing. Once complete, 911 numbers will be issued for the entrances.

## **9.7** Lorne St. and FPT 26 lot Subdivision Update

### **Previous Discussion**

Doug Walsh confirmed that all utilities, with the exception of natural gas, have been installed. Work is expected to cease during the winter months. **No update.**

### **Discussion:**

Doug Walsh reported that the re-approval for the FPT 26 lot subdivision is underway, with a public meeting being held on March 1<sup>st</sup>, 2016. The paving for Lorne Street is scheduled to begin in the summer.

## **9.8** Public Works Staff Training

### **Previous Discussion**

Doug Walsh reported the following training items for Public Works staff:

- 3 staff members have successfully taken their Operator in Training Certification (W/S)
- 4 staff members will complete the second section of education at the Mahoney Roads School.
- Staff will be attending the upcoming equipment show – June 1<sup>st</sup> & 2<sup>nd</sup>, 2016

### **Discussion:**

Doug Walsh reported the following training items for Public Works Staff:

- 5 staff members attended training on water operations – February 16<sup>th</sup> & 17<sup>th</sup>, 2016 and are expected to write their Level 1 exam on February 18<sup>th</sup>, 2016.
- Members of staff will be attending a training opportunity in Timmins at Northern College NEOPWA on intro to surveying.

## **9.9** Public Works Department Update

### **Previous Discussion**

Doug Walsh commented on a recent winter event that occurred and how he felt that overall it was handled very well by the staff. Councillor Doug Jelly also commented that he had received compliments on the state of city streets and sidewalks.

### **Discussion:**

Doug Walsh informed the committee that the City's blower broke down. In the meantime to provide assistance with snow removal the City hired 2 local contractors to assist with the snow removal until the repairs on the blower were completed. Doug Walsh further commented that due to the bulk of winter snowfall received in a short period of 4 weeks, crews worked diligently to ensure main streets were cleaned.

## **9.10** Build Canada Fund

### **Previous Discussion**

Doug Walsh stated that the City has been requested to submit a stage 2 application – due February 12, 2016.

### **Discussion:**

The stage 2 application was submitted by the City. The province will review and funding announcements are to be received in mid-April 2016.

## **9.11** Traffic Detours

### **Previous Discussion:**

No update

### **Discussion:**

No update

## **9.12** 2016 Roads Program

### **Previous Discussion:**

Staff will be meeting with Millers in the near future to set up a timeline for the 2016 program; if successful with funding for the STATO trail, that will need to be incorporated into the plan.

### **Discussion:**

The program work is ongoing and the City would like to see work completed prior to Canada Day long weekend. The funding application to relocate the STATO trail is ongoing and finalizing the terms of agreement is underway.

### **9.13 Full Solid Waste Management Program**

#### **Previous Discussion**

The agreement will be finalized and sent to Cobalt. The CIF funding application was successful and will proceed with a two phase approach. Phase one will be looking at actual residue in the recycling using 100 households in the City, developing a focus group, as well as, a media campaign. The overall goal is to reduce residue rate by 5%. Phase 2, which is 100% funded, is an information sharing project regarding the development of our by-law, fines, etc.

#### **Discussion:**

Christopher Oslund reported that the agreement is ongoing and once completed will be sent to Cobalt. The draft measurement plan for the CIF funding has been sent. Steve Burnett will attend information sessions on Bill 151 (waste free Ontario) to provide updates on the progress.

### **9.14 Drainage issues - Peter's Road**

#### **Previous Discussion:**

No update

#### **Discussion:**

Ongoing.

### **9.15 Dymond Looping Project**

#### **Previous Discussion:**

A meeting regarding Commissioning of the project occurred this week. EXP has developed a series of events to happen. Staff is hopeful that the system will be commissioned within the next week.

The Engineer for the upcoming expansion on St. Michel, has requested further detail regarding the requirements for fire suppression. Steve has responded to the request and provided an option for a cost sharing agreement. No response has been received.

#### **Discussion:**

Steve Burnett informed the group that the commissioning of the project is now complete. During the process a slight glitch in the alarm system occurred resulting in low water pressure. Steve reported that the issue was resolved and the system is now in good working condition. Staff will be investigating options for low pressure on Raymond Street.

The engineer working on the St-Michel expansion has received the information requested.

### **9.16 Development – Groom Drive**

**Previous Discussion:**

Ongoing, staff is still working on obtaining the necessary easement.

**Discussion:**

Staff has reported there have been issues with surface drainage that will be addressed in the Spring.

The developers engineer will be submitting the ECA for the entire subdivision.

### **9.17 Closed Roads**

**Previous Discussion:**

No update. Christopher Oslund will contact the group once again.

**Discussion:**

No update. Christopher Oslund will follow up with Bill Ramsay.

### **9.18 Storm Sewer – Smallmans Drugstore**

**Previous Discussion:**

Staff are working on obtaining an easement for the property.

**Discussion:**

No Update.

### **9.19 New Rail Grade Crossing Regulations**

**Previous Discussion:**

Doug received correspondence regarding rail crossing – every crossing, both private and public, in a municipality will be required to amend to speed limits, grade approaching and crossing the tracks. Information has to be shared with ONR by November. Doug Walsh will extend an invitation to the ONR to the North Eastern Ontario Public Works to share the new requirements.

**Discussion:**

Doug Walsh reported that the City is waiting on more information from ONR.

## **9.20 Sharing of Engineer Services (Temagami)**

### **Previous Discussion:**

Temagami is looking for shared services with the City's engineering intern. Chris Oslund will contact the CAO for Temagami to inquire.

### **Discussion:**

Ongoing- Christopher Oslund will follow up.

## **10.0 NEW BUSINESS**

### **10.1 School Board Transportation requests**

#### **Discussion:**

Doug Walsh was in receipt of 3 requests from District School Board Ontario North East

- Crossing Guard Request
- Road Sign at Elm Ave and Robert Street
- Request for 2 Reserved Parking Spots –Centre Block @ Stepping Stones Daycare

Doug Walsh will respond with recommendations addressing all concerns in one letter.

### **10.2 NEOPWO Managers Session and Annual Conference Information**

#### **Discussion:**

Mayor Carman Kidd along with Councillor Doug Jelly will be attending the Annual Conference.

### **10.3 100 Market Street**

#### **Discussion:**

Concerns reported to Councillor Doug Jelly regarding snow build up too close to 100 Market Street entrance way resulting in vehicles parking too close to the main entrance. In event of an emergency this would not permit the access for an ambulance to park in the entrance area. Doug Jelly will follow up and update the committee at the next meeting.

### **10.4 Old Roads – North Cobalt**

#### **Discussion:**

The City received direction to continue investigation regarding unopened roads.

## 11.0 ADMINISTRATIVE REPORTS

- PW-009-2016 – Haileybury Landfill Closure Plan- Engineering Services Award

## 12.0 CLOSED SESSION

### Recommendation PW-2016-014

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee convenes into Closed Session at 2:40 p.m. to discuss a litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board under Section 239 (2) (e) of the Municipal Act, 2001:

- Waste Water System

**CARRIED**

### Recommendation PW-2016-015

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee rise without report at 11:20 a.m.

**CARRIED**

### **13.0 NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for March 24, 2016 in the New Liskeard Board Room (325 Farr Drive – City Hall) to commence at 9:00 AM.

### **14.0 ADJOURNMENT**

Recommendation PW-2016-016

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee meeting is adjourned at 2:55 PM.

**Carried**

\_\_\_\_\_  
**COMMITTEE CHAIR – D.JELLY**

\_\_\_\_\_  
**COMMITTEE SECRETARY**

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**Subject:** Equipment Purchase – Service Van

**Report No.:** PW-007-2016  
**Agenda Date:** March 1, 2016

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### **Attachments**

**Appendix 01:** RFP Opening Results

**Appendix 02:** Wilson Chevrolet Buick GMC Proposal

**Appendix 03:** Bill Mathew Motors Proposal

**Appendix 04:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2016; and
2. That Council approves the purchase of a service van, as detailed in Request for Proposal PW-RFP-007-2016, and directs staff to prepare the necessary by-law to enter into an agreement with Wilson Chevrolet Buick GMC for a 2016 Service Van at an upset cost of \$61,832 plus applicable taxes for consideration at the March 1, 2016 Regular Council meeting.

### **Background**

In conjunction with the Asset Management and Fleet Replacement Plan, staff has deemed it necessary to replace some of the aging light duty trucks. During the annual inspection of the light duty fleet, one of the vehicles in the Building Maintenance Department showed signs of structural fatigue and is not adequate for the type of work being carried out by this department. Council considered and approved the replacement of the vehicle as part of the 2016 Capital Budget deliberation process.

Request for Proposal PW-RFP-007-2016 was distributed to known suppliers and advertised in the City's Bulletin and on the Web Site.

### **Analysis**

Two (2) submissions were received in response to the Request for Proposals prior to the closing date of February 4, 2016 at 2:00 p.m.

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. **Appendix 01 – RFP Results** summarizes the results of the responses received and are summarized as follows:



Vendor	Unit Cost	Non – Refund HST	License Fees	Total
Bill Mathews Motors	\$65,139.00	\$1,146.45	\$104.00*	\$66,389.45
Wilson Chevrolet Buick GMC	\$61,832.00	\$1,088.24	\$104.00*	\$63,024.24

The noted increase in costs from the budget estimate is based on the current devaluation of the Canadian dollar as the unit will be built in the USA. \* Licensing fees are based on 2015 costs.

This report was presented to and discussed at the Building Maintenance Committee meeting held on February 17<sup>th</sup> 2016, and received support for presentation to Council at the March 1<sup>st</sup>, 2016 Regular Council meeting.

### **Financial / Staffing Implications**

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

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

A total of \$60,000 was budgeted in General Capital for the replacement of this fleet vehicle. The cost of the van is \$63,024.24 (including non-refundable HST and licensing).

Council approval of the recommendation will require a reallocation within the 2016 Municipal Capital Budget envelope, adopted in principal, by Council Resolution No. 2015-720.

The Treasurer will review the monetary requirements outlined in the report and incorporate budgetary changes into the final budget for presentation to Council at a future date.

### **Alternatives**

Although the cancelling and re-issuing of the Request for Proposals is an alternative it was not considered at this time.

### **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-002-2016**

Opening Date: **February 4, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of new Service Vehicle**

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: **BILL MATHEWS MOTORS** Bidder:

Price for Unit:	65,139. <sup>00</sup>
HST:	8,468. <sup>97</sup>
Total:	73,607. <sup>97</sup>

Price for Unit:	
HST:	
Total:	

Non Collusion  Conflict of Interest

Non Collusion  Conflict of Interest

Bidder: **WILSON CHEV BUICK** Bidder:

Price for Unit:	61,832. <sup>00</sup>
HST:	8,038. <sup>16</sup>
Total:	69,870. <sup>16</sup>

Price for Unit:	
HST:	
Total:	

Non Collusion  Conflict of Interest

Non Collusion  Conflict of Interest

Bidder:

Price for Unit:	
HST:	
Total:	

Non Collusion  Conflict of Interest

Bidder:

Price for Unit:	
HST:	
Total:	

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**  
 Doug WALSH  
 Mitch Lafreniere  
 Russ MATHEW  
 Ron Sutton  
 Dave Treen  
 LINDA MCKNIGHT

**Representing**  
 TEM SHORES  
 " "  
 Bill MATHEW Motors  
 WILSON CHEVROLET  
 Tom SHORES  
 Co of TS

**Signature**  
  
  




MINIMUM SPECIFICATIONS

The proposed vehicle **must** meet the following minimum specifications.

	COMPLIES (YES/NO)	SPECIFY
Anticipated delivery date once awarded		90 / 120 DAY
2015 or 2016 model year.	✓	2016
General Motors or Ford Motor Company (Eg. Chevy Savanna or Ford E series) cut-away van with 16' aluminum van body equipped with swing out doors at rear with latch operable from inside and out(as per attached drawing) chassis with a minimum GVW rating of 10,000 lbs. (MAX GVW FOR SINGLE WHEELS)	9900	GM/CHEV EXPRESS CUTAWAY WITH DEL BODY RE YOUR SPEC
Gasoline engine with a minimum displacement of 5.4 litres, V-8 producing 255 h.p or equivalent. Automatic Transmission equipped with factory installed transmission cooler.	✓	4.8 V8 285 H.P.
Optional high-speed idle.	NO	N/A
Manufacturer's standard fuel tank shall be supplied.	✓	33 GAL.
2 wheel drive with limited slip differential, traction control and anti-locks brakes shall be supplied.	✓	2W.D. WITH H.D. LOCKING DIFF. + ANTI-LOCK BRAKES
Dual bucket seats with heavy duty dark coloured cloth or vinyl covering.	✓	CLOTH
Exterior paint color to be white.	✓	
Engine block heater.	✓	
Complete instrumentation package c/w AM/FM/USB radio equipped with Bluetooth mobile phone connectivity.	✓	BLUE TOOTH OPTION PRG, INCL.
Rearward facing colour LCD back-up camera with a minimum 4" screen mounted in cab. (this may be factory installed or by the upfitter) supply separate line item price for this option.	NO	
New vehicle only with full warranty coverage on powertrain of no less than 5 years 160,000 KM.	✓	5 YR 160,000
Full chassis cab warranty including body and interior of no less than 3 years	✓	3 YR.
Fully compliant with Transport Canada standards and bearing a final stage label from the van body upfitter.	✓	
Meets all MTO standards.	✓	



<p>16' cutaway insulated van body manufactured from aluminum design.</p> <p>Van body should be a UCAC7912-CWS Unicell cab width "AEROCELL" Service II van for cutaway chassis, or equivalent.</p>	<p>NO</p> <p>✓</p>	<p>12' INSULATED FIBERGLASS AS PER YOUR SPECS.</p>
<p>Maximum height of 10'6" feet from ground (including all lights accessories etc).</p>	<p>✓</p>	
<p>ABS brakes and <del>Traction Control</del> H.D. LOCKING DIFFERENTIAL</p>	<p>✓</p>	
<p>Truck to be wired for two way radio unit supplied and installed by City staff.</p>	<p>NO</p>	



Cargo/Crew Area 12' FIBERGLASS AND INSULATION / AS PER YOUR REVISIONS.

The 16' van body shall be made of aluminum. The design shall be a walk through design. The crew area of the proposed vehicle should provide sufficient stand-up room as well as easy entry and exit from the vehicle. All doors to be swing open style, with heavy duty hinges, lockable with latches and operable from inside and out.

Trim Package

The trim package is essential to the functionality of the vehicle. The trim package defines interior and exterior accessories that fill the cargo/crew area. Please supply brochures for optional shelving and work bench layout, with pricing. N/A.

ADDITIONAL FEATURES

Please list all additional features in the space include below. Please include brochures and supporting literature. (All items and features listed below must reference where information is located in brochures/supporting literature)

PRICE OF REARWARD LCD BACK-UP CAMERA. NOT AVAILABLE AT TIME OF QUOTE. PRICE SHOULD BE AVAILABLE NEXT WEEK.



**REFERENCE INFORMATION**

Proponents are required to provide three (3) references listing contracts similar to the project described in this RFP and undertaken within the past three (3) years.


1) NAME (Company/Government Agency) MILLER PAVING NORTHERN  
Contract Description SERVICE VEHICLE  
Contact Person CATHY WATERS  
Phone Number ( 705-647-4331 ) Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Number of Years At Location: 20 Value Of Contract \$ N/A

2) NAME (Company/Government Agency) PEDERSON CONSTRUCTION INC  
Contract Description MAINTENANCE SERVICE VEHICLE  
Contact Person ALEY PEDERSON  
Phone Number ( 705-647-6223 ) Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Number of Years At Location: 30 Value Of Contract \$ N/A

3) NAME (Company/Government Agency) GRANT HOME HARDWARE BUILDING CENTRE  
Contract Description HARDWARE CONSTRUCTION/BUILDING MATERIALS  
Contact Person \_\_\_\_\_  
Phone Number ( 705-647-4630 ) Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Number of Years At Location: 10 Value Of Contract \$ N/A

The City reserves the right to check additional references and sources to those supplied by the Proponent.

WILSON CHEVROLET LIMITED  
Company/Proponent

  
Authorized Signature

Feb 3 / 16  
Date



**City of Temiskaming Shores**  
**PW-RFP-002-2016**  
Supply and Delivery of new Service Vehicle

PW-RFP-002-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, WILSON CHEVROLET LIMITED

(Registered Company Name/Individuals Name)

Of, 100 WILSON AVE NEW LIKEARD ON. P0J-1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4373

Fax Number (705) - 647-3062

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Price for Unit	\$ <u>61,832.<sup>00</sup></u>
HST	\$ <u>8,038.<sup>16</sup></u>
Grand Total with HST	\$ <u>69,870.<sup>16</sup></u>



MINIMUM SPECIFICATIONS

The proposed vehicle **must** meet the following minimum specifications.

	COMPLIES (YES/NO)	SPECIFY
Anticipated delivery date once awarded		8-10 WEEKS
2015 or 2016 model year.	YES	2016
General Motors or Ford Motor Company (Eg. Chevy Savanna or Ford E series) cut-away van with 16' aluminum van body equipped with swing out doors at rear with latch operable from inside and out(as per attached drawing) chassis with a minimum GVW rating of 10,000 lbs.	YES	FORD E-SERIES 10,050 GVW
Gasoline engine with a minimum displacement of 5.4 litres, V-8 producing 255 h.p or equivalent. Automatic Transmission equipped with factory installed transmission cooler.	YES	5.4 LITRE V-8 255H.P.
Optional high-speed idle.	NO	
Manufacturer's standard fuel tank shall be supplied.	YES	151 LITRES
2 wheel drive with limited slip differential, traction control and anti-locks brakes shall be supplied.	YES	4.10 RATIO
Dual bucket seats with heavy duty dark coloured cloth or vinyl covering.	YES	CLOTH
Exterior paint color to be white.	YES	OXFORD WHITE
Engine block heater.	YES	
Complete instrumentation package c/w AM/FM/USB radio equipped with Bluetooth mobile phone connectivity.	NO	AM/FM
Rearward facing colour LCD back-up camera with a minimum 4" screen mounted in cab. (this may be factory installed or by the upfitter) supply separate line item price for this option.	NO	NOT AVAILABLE
New vehicle only with full warranty coverage on powertrain of no less than 5 years 160,000 KM.	NO	5 YEAR OR 100,000 KMS.
Full chassis cab warranty including body and interior of no less than 3 years	YES	
Fully compliant with Transport Canada standards and bearing a final stage label from the van body upfitter.	YES	
Meets all MTO standards.	YES	





16' cutaway insulated van body manufactured from aluminum design.	NO	NOT ALUMINUM
Van body should be a UCAC7912-CWS Unicell cab width "AEROCELL" Service II van for cutaway chassis, or equivalent.	YES	FIBERGLASS
Maximum height of 10'6" feet from ground (including all lights accessories etc).	YES	
ABS brakes and Traction Control.	YES	
Truck to be wired for two way radio unit supplied and installed by City staff.	YES	



Cargo/Crew Area

The 16' van body shall be made of aluminum. The design shall be a walk through design. The crew area of the proposed vehicle should provide sufficient stand-up room as well as easy entry and exit from the vehicle. All doors to be swing open style, with heavy duty hinges, lockable with latches and operable from inside and out.

Trim Package

The trim package is essential to the functionality of the vehicle. The trim package defines interior and exterior accessories that fill the cargo/crew area. Please supply brochures for optional shelving and work bench layout, with pricing.

ADDITIONAL FEATURES

Please list all additional features in the space include below. Please include brochures and supporting literature. (All items and features listed below must reference where information is located in brochures/supporting literature)

THIS UNIT IS THE SAME AS UNIT  
PURCHASED SEPT 2015. BY LAW 2015-219.

ONLY EXCEPTION IN RFP IS FOR BODY

\* NO AUXILIARY HEATER

\* NO LADDER RACKS



REFERENCE INFORMATION

Proponents are required to provide three (3) references listing contracts similar to the project described in this RFP and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) BOART  
 Contract Description SUPPLY VEHICLES  
 Contact Person AL MARCELLA  
 Phone Number ( 705 ) 672-3311 Fax Number: 705 672-3353  
 Email Address (if available): \_\_\_\_\_  
 Number of Years At Location: 30+ Value Of Contract \$ 600,000+
  
- 2) NAME (Company/Government Agency) TOWN OF CORBANT  
 Contract Description SUPPLY VEHICLE  
 Contact Person CANDICE BERRARD | DALE TAYLOR  
 Phone Number ( 705 ) 679-0877 Fax Number: 705 679-5050  
 Email Address (if available): \_\_\_\_\_  
 Number of Years At Location: 10+ Value Of Contract \$ 50,000
  
- 3) NAME (Company/Government Agency) HUSKO ONE  
 Contract Description SUPPLY VEHICLES  
 Contact Person MARGO KUELLER  
 Phone Number ( 905 ) 696-7190 Fax Number: \_\_\_\_\_  
 Email Address (if available): \_\_\_\_\_  
 Number of Years At Location: 50+ Value Of Contract \$ 750,000+

The City reserves the right to check additional references and sources to those supplied by the Proponent.

BILL MATTHEWS MOTOR  
Company/Proponent

  
Authorized Signature

FEB 3/2016  
Date



**City of Temiskaming Shores**  
**PW-RFP-002-2016**  
Supply and Delivery of new Service Vehicle

PW-RFP-002-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, BIL MATTHEWS MOTORS / BOB MATTHEWS  
(Registered Company Name/Individuals Name)

of, 260 ARMSTRONG ST. N. NEW LISKEARD, ONT P0S1P0  
(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4393

Fax Number (705) - 648-2517

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Price for Unit

\$ 65139-

HST

\$ 8468.07

Grand Total with HST

\$ 73,607.07

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

Being a by-law to enter into a Purchase Agreement  
with Wilson Chevrolet Limited for the supply and  
delivery of one (1) 2016 Service Van

**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-007-2016 at the March 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) 2016 Service Van at an upset limit of \$61,832 plus applicable taxes for consideration at the March 1, 2016 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 entering into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) 2016 Service Van at an upset limit of \$61,832 plus applicable taxes 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 1<sup>st</sup> day of March, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Vehicle Purchase Agreement between

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

and

**Wilson Chevrolet Limited**

For the supply and delivery of one (1) 2016 Service  
Van

**This agreement** made in duplicate this 1<sup>st</sup> day of March, 2016.

Between:

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

(hereinafter called "the Owner")

and

**Wilson Chevrolet Limited**

(hereinafter called "the supplier")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Supplier will:

- a) Provide one (1) 2016 Service Van in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) 2016 Service Van in the amount of Sixty-One Thousand, Eight Hundred and Thirty-Two Dollars and Zero cents (\$61,832.00) plus applicable taxes.
- 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 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:

**Wilson Chevrolet Limited**

100 Wilson Avenue  
P.O. Box 100  
New Liskeard, Ontario  
P0J 1P0

Attn.: Ron Sutton

The Owner:

**City of Temiskaming Shores**

325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

Attn.: Mitch Lafreniere

**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 )

**Wilson Chevrolet Ltd.**

\_\_\_\_\_  
Sales Representative – Ron Sutton

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement

**Subject:** Flat Roof Replacement – N.L. Fire Hall  
and Hlby Arena (Cooling Tower Roof)

**Report No.:** PW-008-2016  
**Agenda Date:** March 1, 2016

**Attachments**

**Appendix 01:** RFQ Results

**Appendix 02:** Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2016;
2. That as outlined in Section 3.5 of the City’s Purchasing Policy, Council approves the award of the contract to J.G. Fitzgerald & Sons Ltd. for the replacement of two flat roofs, as detailed in Request for Quote PW-RFQ-001-2016 for a total upset limit of \$116,920 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the March 1, 2016 Regular Council meeting.

**Background**

City staff, completed inspections of the roofing membranes on various buildings, within the City, constructed with flat or low pitch roofs. Given the age, potential for damage due to leaking and the considerable patching and sealing work that has taken place over the past few years, it was recommended that the roofs at the New Liskeard Fire Station and a portion of the Haileybury Arena be replaced. These projects were considered during the 2016 Budget deliberations and funding was approved by Council for the required work.

Based on past experience, it was felt that projects such as these should be scheduled early in the year to obtain best pricing as well as to ensure that weather does not become a factor later in the construction season. PW-RFQ-001-2016 was prepared, advertised and circulated to known qualified contractors with a closing date of February 4, 2016 at 2:00 p.m.

**Analysis**

Four (4) submissions were received in response to PW-RFQ-001-2016. The quotations were reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider. **Appendix 01 – RFQ Results** summarizes the results of the responses received and are as follows:

<b>Contractor</b>	<b>NL Fire Hall</b>	<b>Hlby Arena</b>	<b>Total</b>
Flynn Canada	\$108,950	\$25,685	\$134,635
J.G. Fitzgerald	\$97,290	\$19,630	\$116,920
Semple Gooder	\$107,600	\$22,400	\$130,000

Blanchfield Roofing	\$110,675	\$25,300	\$135,975
---------------------	-----------	----------	-----------

**Note:** Prices do not include applicable taxes

This report was presented to and discussed at the Building Maintenance Committee meeting held on February 17<sup>th</sup> 2016, and received support for presentation to Council at the March 1<sup>st</sup>, 2016 Regular Council meeting.

### **Financial / Staffing Implications**

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

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

A total of \$98,000 was budgeted in General Capital for the roof replacement of the NL Fire Station. The cost of the project is \$99,002 (including non-refundable HST).

A total of \$125,000 was budgeted in General Capital for the Haileybury Arena Upgrades which includes the replacement of the condenser and repairs to the roof. At the February 16, 2016 Regular Meeting of Council the award of the condenser replacement was recommended at a total cost of \$107,812.70 (including non-refundable HST). The cost of the roof replacement portion of this project is \$19,975 (including non-refundable HST) resulting in a total cost of \$127,787.70.

Council approval of the recommendation will require a minimum reallocation of \$3,790 within the 2016 Municipal Capital Budget envelope, adopted in principal, by Council Resolution No. 2015-720. The Treasurer will review the monetary requirements outlined in the report and incorporate budgetary changes/re-allocations to Council at a future date.

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

### **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-RFQ-001-2016**

Opening Date: **February 4, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Replacement of Roofing Membrane – Hlby Arena & N.L. Fire Hall**

Form of Proposal

Bidder: **BLANCHFIELD ROOFING**

Hlby Arena (excl. HST):	25,300. <sup>00</sup>
N.L. Fire Hall (excl. HST):	110,675. <sup>00</sup>
Total:	135,975. <sup>00</sup>
Provisional Items blocking (ln. ft.):	8.20
Internal Drain (ea.):	850. <sup>00</sup>
Wood/Metal Decking (ft <sup>2</sup> ):	11.35

- Contractor's Qualifications  Subcontractors  References  
 Non-Collusion  Conflict of Interest

Bidder: **SEMPLE - GOODER**

Hlby Arena (excl. HST):	22,400. <sup>00</sup>
N.L. Fire Hall (excl. HST):	107,600. <sup>00</sup>
Total:	130,000. <sup>00</sup>
Provisional Items blocking (ln. ft.):	12. <sup>00</sup>
Internal Drain (ea.):	600. <sup>00</sup>
Wood/Metal Decking (ft <sup>2</sup> ):	16. <sup>00</sup>

- Contractor's Qualifications  Subcontractors  References  
 Non-Collusion  Conflict of Interest

Bidder: **FLYNN CANADA**

Hlby Arena (excl. HST):	25,685. <sup>00</sup>
N.L. Fire Hall (excl. HST):	108,950. <sup>00</sup>
Total:	134,635. <sup>00</sup>
Provisional Items blocking (ln. ft.):	2.75
Internal Drain (ea.):	750. <sup>00</sup>
Wood/Metal Decking (ft <sup>2</sup> ):	8. <sup>00</sup>

- Contractor's Qualifications  Subcontractors  References  
 Non-Collusion  Conflict of Interest

Bidder:

Hlby Arena (excl. HST):	
N.L. Fire Hall (excl. HST):	
Total:	
Provisional Items blocking (ln. ft.):	
Internal Drain (ea.):	
Wood/Metal Decking (ft <sup>2</sup> ):	

- Contractor's Qualifications  Subcontractors  References  
 Non-Collusion  Conflict of Interest

Bidder: **J.G. FITZGERALD & SONS**

Hlby Arena (excl. HST):	19,630. <sup>00</sup>
N.L. Fire Hall (excl. HST):	97,290. <sup>00</sup>
Total:	116,920. <sup>00</sup>
Provisional Items blocking (ln. ft.):	4.75
Internal Drain (ea.):	775. <sup>00</sup>
Wood/Metal Decking (ft <sup>2</sup> ):	5.50

- Contractor's Qualifications  Subcontractors  References  
 Non-Collusion  Conflict of Interest

Bidder:

Hlby Arena (excl. HST):	19,976
N.L. Fire Hall (excl. HST):	99,002
Total:	
Provisional Items blocking (ln. ft.):	
Internal Drain (ea.):	
Wood/Metal Decking (ft <sup>2</sup> ):	

- Contractor's Qualifications  Subcontractors  References  
 Non-Collusion  Conflict of Interest

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name

Representing

Signature

Doug WALSH  
 Mitch Lafreniere

TEM SHORES  
 " "



DAVE TREEN  
 LINDA MCKNIGHT

TEM SHORES  
 CoPTS

Dave Treen  
 Linda McKnight

The Corporation of the City of Temiskaming Shores  
By-law No. 2016-000

Appendix 02  
PW-008-2016  
March 1, 2016

Being a by-law to enter into an Agreement with J.G.  
Fitzgerald & Sons Ltd. for the replacement of the flat  
roofs at the New Liskeard Fire Hall and the  
Haileybury Arena (Cooling Tower roof)

**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-008-2016 at the March 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Fitzgerald Roofing for the replacement of Flat Roofs at the New Liskeard Fire Hall and the Haileybury Arena (Cooling Tower roof) for an upset limit of \$116,920.00 plus applicable taxes for consideration at the March 1, 2016 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 entering into an agreement with J.G. Fitzgerald & Sons Ltd. for the replacement of Flat Roofs at the New Liskeard Fire Hall and the Haileybury Arena (Cooling Tower roof) for an upset limit of \$116,920 plus applicable taxes 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 1<sup>st</sup> day of March, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

## **By-law 2016-000**

Vehicle Purchase Agreement between

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

and

**J.G. Fitzgerald & Sons Ltd.**

for the replacement of flat roofs at the New Liskeard  
Fire Hall and the Haileybury Arena (Cooling Tower  
roof)

**This agreement** made in duplicate this 1<sup>st</sup> day of March, 2016.

Between:

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

and

**J.G. Fitzgerald & Sons Ltd.**  
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Supply and install flat roofs at the New Liskeard Fire Hall and the Haileybury Arena (Cooling Tower roof) including site preparation, all labour, equipment, machinery, tools necessary to complete the work to the satisfaction of the City of Temiskaming Shores based on:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete all the work by **September 30, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the replacement of said flat roofs in the amount of **One Hundred and Sixteen Thousand, Nine Hundred and Twenty Dollars and Zero cents (\$116,920.00)** plus applicable taxes.
- 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 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 hand, Canada Post, courier, facsimile or by another electronic communication

where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**J.G. Fitzgerald & Sons Ltd.**  
55 Exeter Street  
North Bay, Ontario  
P1B 8G5

Attn.: Barry Fitzgerald

The Owner:

**City of Temiskaming Shores**  
325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

Attn.: Mitch Lafreniere

**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 )

**J.G. Fitzgerald & Sons Ltd.**

\_\_\_\_\_  
President - Barry Fitzgerald

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement

Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

- 12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. THE TOTAL BID PRICE (EXCLUDING APPLICABLE TAXES):

One hundred and sixteen thousand nine hundred and twenty dollars  
 -----xx/100 DOLLARS(\$ 116,920.00 )  
 in lawful money of Canada.

- 17. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in these bid documents form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before twenty-four (24) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Owner or Owner's Representative. Please check with the owner via e-mail [mlafreniere@temiskamingshore.ca](mailto:mlafreniere@temiskamingshore.ca) prior to submitting your bid submission for the number of addendum's released
- 18. The Bidder hereby agrees to commence the work by May/June, 2016 and to complete all work by August 30<sup>th</sup>, 2016. Liquidated damages shall be paid for time past this period.

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL:   
 (I have authority to bind the company)

POSITION: Barry Fitzgerald - President

WITNESS: \_\_\_\_\_  
 (If not under seal)

POSITION: \_\_\_\_\_

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE North Bay \_\_\_\_\_  
 (City/Town)

THIS 2nd DAY OF February 20 16

## Respondent Information Form

**RESPONDENTS must complete this form and include with the Proposal Submission**  
Please ensure all information is legible.

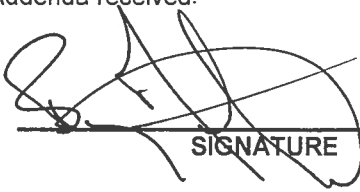
1.	Respondent's Main Contact Individual	Barry Fitzgerald
2.	Address	55 Exeter Street North Bay, Ontario P1B 8G5
3.	Office Phone #	705-472-2820
4.	Toll Free #	
5.	Cellular #	
6.	Pager #	
7.	Fax #	705-495-1936
8.	e-mail address	jgfitz@vianet.ca
9.	Website	www.fitzgeraldroofing.ca
10.	Tax Account #	10264 1040 RT0001
11.	Manufacturer ISO Certified?	YES

### Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# <u>1</u>	<u>January 21st, 2016</u>
# <u>2</u>	<u>January 21st, 2016</u>
# _____	_____

Check here if NO Addenda received.

Barry Fitzgerald _____ <b>RESPONDENT</b>	 _____ <b>SIGNATURE</b>	Feb 2nd, 2016 _____ <b>DATE</b>
--	--	---------------------------------------

## Items and Unit Prices

Price complete, including supply and installation of replacement roofing, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site of all packaging and rubbish, warranties, guarantees and all other costs:

The Bid amount shall include all costs incurred, excluding HST.

DESCRIPTION	TOTAL PRICE
Supply & Installation of Haileybury Arena Roof Replacement – section S1 (cooling tower roof)	\$ 19,630.00
Supply & Installation of New Liskeard Fire Hall Roof Replacement	\$ 97,290.00

**Note: All projects will be awarded to one (1) contractor.**

GRAND TOTAL \$ 116,920.00  
(HST Extra)

## Provisional Items

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work, which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Bid amount shall include all costs incurred, excluding HST.

Description	Unit	Price
Deteriorated perimeter wood blocking	Ln. Ft.	\$ <u>4.75</u>
Supply and installation of internal drain (plumbing by others)	Ea.	\$ <u>775.00</u>
Supply and installation/replacement of deteriorated wood or metal decking	Sq. Ft.	\$ <u>5.50</u>

Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

- 12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

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One hundred and sixteen thousand nine hundred and twenty dollars  
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- 18. The Bidder hereby agrees to commence the work by May/June, 2016 and to complete all work by August 30<sup>th</sup>, 2016. Liquidated damages shall be paid for time past this period.

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BIDDER'S SIGNATURE AND SEAL:   
 (I have authority to bind the company)

POSITION: Barry Fitzgerald - President

WITNESS: \_\_\_\_\_  
 (If not under seal)

POSITION: \_\_\_\_\_

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE North Bay  
 (City/Town)

THIS 2nd DAY OF February 20 16

## Respondent Information Form

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Please ensure all information is legible.

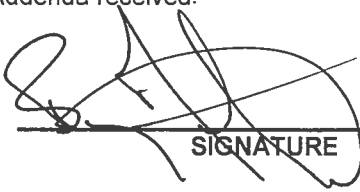
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3.	Office Phone #	705-472-2820
4.	Toll Free #	
5.	Cellular #	
6.	Pager #	
7.	Fax #	705-495-1936
8.	e-mail address	jgfitz@vianet.ca
9.	Website	www.fitzgeraldroofing.ca
10.	Tax Account #	10264 1040 RT0001
11.	Manufacturer ISO Certified?	YES

### Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# <u>1</u>	<u>January 21st, 2016</u>
# <u>2</u>	<u>January 21st, 2016</u>
# _____	_____

Check here if NO Addenda received.

Barry Fitzgerald _____ <b>RESPONDENT</b>	 _____ <b>SIGNATURE</b>	Feb 2nd, 2016 _____ <b>DATE</b>
--	--	---------------------------------------

## Items and Unit Prices

Price complete, including supply and installation of replacement roofing, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site of all packaging and rubbish, warranties, guarantees and all other costs:

The Bid amount shall include all costs incurred, excluding HST.

DESCRIPTION	TOTAL PRICE
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**Note: All projects will be awarded to one (1) contractor.**

GRAND TOTAL \$ 116,920.00  
(HST Extra)

## Provisional Items

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work, which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Bid amount shall include all costs incurred, excluding HST.

Description	Unit	Price
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Supply and installation/replacement of deteriorated wood or metal decking	Sq. Ft.	\$ <u>5.50</u>

**Subject:** Haileybury Landfill Closure Plan  
– Award of Engineering Services

**Report No.:** PW-009-2016  
**Agenda Date:** March 1, 2016

---

### **Attachments**

- Appendix 01:** Submission Opening Results  
**Appendix 02:** Evaluation of RFP Submissions  
**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-009-2016;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to EXP Services Inc. to proceed with the development of the required Closure Plan for the Haileybury Landfill as detailed in Request for Proposal PW-RFP-003-2016 for a total upset limit of \$15,750 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the March 1, 2016 Regular Council meeting.

### **Background**

As Council is aware, the Haileybury Landfill is reaching capacity. As outlined in the landfill's Certificate of Approval (No. A570402), a Closure Plan must be submitted and approved by the Ministry of Environment and Climate Change (MOECC) three years prior to the landfill reaching capacity.

It has been recommended by the MOECC that the development of the Closure Plan be completed by a third party (non-partisan entity) thus, resulting in the preparation and release of Request for Proposal PW-RFP-003-2016.

### **Analysis**

Two (2) submissions were received in response to PW-RFP-003-2016 prior to the closing date on January 28<sup>th</sup>, 2016. **Appendix 01 – Submission Opening Results** outlines the results of PW-RFP-003-2016. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in the Request for Proposals. **Appendix 02 – Evaluations of Submissions** presents the details of the evaluation of the proposals and are summarized as follows:



Firm	Evaluation Score					Total	Fees Excl. HST
	Expertise	Staff	Schedule	Knowledge	Fees	Score	
Amec	224	81	105	40	360	<b>810</b>	\$ 17,155.00
Exp	208	63	109	40	450	<b>870</b>	\$ 15,750.00

Based on the evaluation process, it is recommended that an agreement be entered into with EXP Services Inc. for the professional engineering services required to develop the required Closure Plan for the Haileybury Landfill in accordance with all requirements as outlined in Request for Proposal PW-RFP-003-2016.

This report was presented to and discussed at the Public Works Committee meeting held on February 17<sup>th</sup> 2016, and received support for presentation to Council at the March 1<sup>st</sup>, 2016 Regular Council meeting.

**Financial / Staffing Implications**

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

During the 2016 Capital Budget deliberations, Council approved \$25,000 for the Haileybury Landfill Closure Plan. The total cost of the tender is \$16,027 (inclusive of non-refundable HST of \$277). The project, which is considered part of the “operations and closure” of the landfill site, is being funded by a transfer from the Landfill Reserve Fund.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
_____ Steve Burnett Technical & Environmental Compliance Coordinator	_____ G. Douglas Walsh, CET Director of Public Works	_____ Christopher W. Oslund City Manager

Document Title: **PW-RFP-003-2016**

Opening Date: **January 28, 2016**

Inquiry Contact: **Steve Burnett**

Opening Time: **2:00 pm**

Description: **Haileybury Landfill Closure Plan**

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. SERVICES*

Total Project Price:	15,750. <sup>00</sup>
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder: *AMEC FOSTER WHEELER*

Total Project Price:	17,155. <sup>00</sup>
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder: ~~*NOLAN*~~

Total Project Price:	
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
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**  
*NOLAN DOMBROSKI*  
*Steve Burnett*  
*D. MacLeod*  
 Laura-lee MacLeod  
 Linda McKnight

**Representing**  
*EXP*  
*CoTS*  
*CoTS.*  
*CoTS*  
*CoTS.*

**Signature**  
  
  
 Laura-lee MacLeod  
 Linda McKnight

CATEGORY	Score between 0 - 10				Criteria
	Exp	Weighted	Amec	Weighted	Weight
<b>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (26%)</b>					
Past ability to successfully complete projects within timelines & budget;	8	32	8	32	4
Stability and reputation of firm;	8	48	8	48	6
Qualifications of technical support staff;	8	64	9	72	8
Qualifications of senior staff/project manager.	8	64	9	72	8
<b>PROPOSED PROJECT MANAGER AND TEAM (9%)</b>					
Past experience directing or involvement with similar projects;	7	35	9	45	5
Understanding of proposed project.	7	28	9	36	4
<b>COMPLETENESS AND SCHEDULE (15%)</b>					
Availability of key staff;	7	35	7	35	5
Methodology and Schedule;	8	32	7	28	4
Quality assurance program.	7	42	7	42	6
<b>KNOWLEDGE OF CITY REGARDING THE PROJECT (5%)</b>					
Members of team must be familiar with the City in relation to this project, and have a working knowledge of the area.	8	40	8	40	5
<b>ESTIMATED FEES AND DISPERSEMENTS (45%)</b>					
Cost estimates	10	450	8	360	45
<b>Weighted Summary (Totals):</b>					
	<b>870.00</b>	<b>870.00</b>	<b>810.00</b>	<b>810.00</b>	<b>1000</b>

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2016-000**

**Being a by-law to enter into an agreement with EXP  
Services Inc. for the Provision of Engineering  
Services for the development of the required  
Closure Plan for the Haileybury Landfill located  
within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-009-2016 at the March 1, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for the development of the required Closure Plan for the Haileybury Landfill in the City of Temiskaming Shores, for consideration at the March 1<sup>st</sup>, 2016 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 entering into an agreement with EXP Services Inc. for the development of the required Closure Plan for the Haileybury Landfill in the amount of \$15,750.00 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 1<sup>st</sup> day of March, 2016.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Agreement between

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

and

**EXP Services Inc.**

for the Development of a Closure Plan for the  
Haileybury Landfill

**This agreement** made in duplicate this 1<sup>st</sup> day of March 2016.

Between:

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

and

**EXP Services Inc.**  
(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  
Engineering Services – Closure Plan – Haileybury Landfill  
Request for Proposal No. PW-RFP-003-2016**

- b) Do and fulfill everything indicated in EXP Services Inc. submission related to the above noted Request for Proposal No. PW-RFP-003-2016; and
- c) Complete, as certified by the Director, all the work by **December 31, 2016.**

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Fifteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$15,750.00) 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 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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For

deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**EXP Services Inc.**  
P.O. box 1208  
9 Wellington Street  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

**The Director of Public Works**  
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 )

**EXP Services**

Consultant's Seal )  
(if applicable) )

\_\_\_\_\_  
Infrastructure Manager - Nolan J. Dombroski, P. Eng

\_\_\_\_\_  
Witness – Annette Neill

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



---

**Subject:** Tender Award – STATO Trail Extension (Hessle Street to Highway 65 East)      **Report No.:** PW-010-2016  
**Agenda Date:** March 1, 2016

---

### **Attachments**

**Appendix 01:** Opening Results

**Appendix 02:** Draft Agreement

### **Recommendations**

It is recommended:

1. Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2016;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract for the *Construction of the STATO Trail – Armstrong Street to Miller Paving Limited* in the amount of \$120,875 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law, with the inclusion of a conditional requirement that an Easement be secured from ARIO for the portion of the trail that traverses their property, for consideration at the March 1, 2016 Regular Council meeting.

### **Background**

Dating back to 2005 the South Temiskaming Active Travel Organization has been active in the planning of a 19.7 kilometre activity trail that would link the all communities within the City of Temiskaming Shores from North Cobalt to Dymond Township. Through continuous fundraising efforts and with the assistance of senior level government funding, portions of the Trail has been constructed and is being used by cyclists and pedestrians, both young and old.

Recently, the Ontario Trillium Foundation has approved funding for the City of Temiskaming Shores to extend the Trail from Hessle Street to Highway 65 East. The proposed location would extend across the Agricultural Research Institute of Ontario (ARIO) property located adjacent to Armstrong Street North at Hessle Street and proceed along Armstrong Street North to the intersection of Armstrong Street and Highway 65E. City staff is working with representatives from ARIO to develop an Easement Agreement through the former Arboretum area on the property for use and maintenance of the Trail.

The work consists generally of the construction of approximately 1.0 kilometre of a 2.4 metre wide asphalt surfaced active trail by grading the existing surface, placing, grading and compacting 75 mm of Granular "A" material and placing 50 mm of Hot Asphalt. The project is to be completed by June 24, 2016.

The Request for Quotation documents were prepared and RS-RFQ-002-2016 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Thursday, February 11<sup>th</sup>, 2016.

### **Analysis**

Three (3) responses to the Request for Quotation were received by the closing date.

<b>Bidder</b>	<b>Tender Amount</b>	<b>HST</b>	<b>Total</b>
Miller Paving Limited	\$120,875.00	\$15,713.75	\$136,588.75
James Lathem Exc.	\$140,754.00	\$18,298.02	\$159,052.02
Demora Construction	\$132,222.50	\$17,188.93	\$149,411.43

The tenders were analysed for errors and/or omissions and an extension error on the total asphalt price was found in the Demora Construction submission. The error did not affect the final price of the Demora quotation or the placement of the bidders and the other submissions were found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Purchasing Policy (By-Law No. 2009-012, as amended).

Miller Paving Limited has successfully completed similar projects in Temiskaming Shores and has demonstrated the ability to successfully complete this work as intended. In 2015 Miller Paving, sub-contracted some asphalt patching work to Demora Construction due to work load and scheduling conflicts, and the workmanship was also of high quality.

### **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 2016 Capital Budget includes allocated funds within the Recreational Services Department Budget to complete the project as proposed.

The contract, inclusive of non-refundable HST, totals \$123,002 which is within the overall project budget and the funding received from the Trillium Foundation.

Staffing and equipment implications related to this project would include the use of Public Works resources to remove approximately 325 square metres of asphalt apron adjacent to the concrete curb on Armstrong Street as well as contract administration functions and duties.

## **Alternatives**

No alternatives were considered.

## **Submission**

Prepared by:

Reviewed and submitted by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

*"Original signed by"*

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Tammie Caldwell  
Director of Recreation Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **RS-RFQ-002-2016**

Opening Date: **February 11, 2016**

Inquiry Contact: **Doug Walsh**

Opening Time: **2:00 pm**

Description: **Construction of STATO Trail – Armstrong Street**

Form of Proposal

Bidder: Demora

Granular A (75 mm)/tonne:	17,400. <sup>00</sup>
Asphalt (50 mm)/tonne:	114,822. <sup>50</sup>
Sub-total:	132,222. <sup>50</sup>
HST:	17,188. <sup>93</sup>
Total:	149,411. <sup>43</sup>

Certificate of Ins.  Proof of WSIB  Non-Collusion

Bidder:

Granular A (75 mm)/tonne:	
Asphalt (50 mm)/tonne:	
Sub-total:	
HST:	
Total:	

Certificate of Ins.  Proof of WSIB  Non-Collusion

Bidder: JAMES LATHAM

Granular A (75 mm)/tonne:	18,879. <sup>00</sup>
Asphalt (50 mm)/tonne:	121,875. <sup>00</sup>
Sub-total:	140,754. <sup>00</sup>
HST:	18,298. <sup>02</sup>
Total:	159,052. <sup>02</sup>

Certificate of Ins.  Proof of WSIB  Non-Collusion

Bidder:

Granular A (75 mm)/tonne:	
Asphalt (50 mm)/tonne:	
Sub-total:	
HST:	
Total:	

Certificate of Ins.  Proof of WSIB  Non-Collusion

Bidder: MILLER PAVING

Granular A (75 mm)/tonne:	21,750. <sup>00</sup>
Asphalt (50 mm)/tonne:	99,125. <sup>00</sup>
Sub-total:	120,875. <sup>00</sup>
HST:	15,713. <sup>75</sup>
Total:	136,588. <sup>75</sup>

Certificate of Ins.  Proof of WSIB  Non-Collusion

Bidder:

Granular A (75 mm)/tonne:	
Asphalt (50 mm)/tonne:	
Sub-total:	
HST:	
Total:	





Certificate of Ins.  Proof of WSIB  Non-Collusion

Comments: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**  
 Andrew B...  
 Matthew McLean  
 Dave Treen  
 Linda McKnight

**Representing**  
 City of Temiskaming  
 Demora Construction  
 City.  
 C of TS.

**Signature**  
  
  
  


The Corporation of the City of Temiskaming Shores  
By-law No. 2016-000

**Being a by-law to enter into an agreement with  
Miller Paving Limited for the supply of labour,  
equipment and material for the Construction of the  
Active Trail System, from Hessle Street to  
Highway 65 East, adjacent to Armstrong Street  
within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-010-2016 at the March 1<sup>st</sup>, 2016 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for the Construction of the Active Trail System, from Hessle Street to Highway 65 East, adjacent to Armstrong Street for consideration at the March 1<sup>st</sup>, 2016 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for the Construction of the Active Trail System, from Hessle Street to Highway 65 East, adjacent to Armstrong Street, to an upset limit of \$120,875.00 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 1<sup>st</sup> day of March, 2016.**

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule “A” to

**By-law 2016-000**

Agreement between

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

and

**Miller Paving Limited**

for the the Construction of the Active Trail System,  
from Hessele Street to Highway 65 East, adjacent to  
Armstrong Street

**This agreement** made in duplicate this 1<sup>st</sup> day of March 2016.

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 – Contractor`s Covenants**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Construction of STATO Trail Extension  
Tender No. RS-RFQ-002-2016**

- 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 **August 31<sup>st</sup>, 2016.**

**Article II – Owner`s Covenants**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid based on unit prices as follows:

<b>Item</b>	<b>Desc.</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total</b>
1	Gran A (supplied, graded & compacted – 75 mm thickness)	435 t	\$50	\$21,750
2	Asphalt (supplied, placed & compacted – 50 mm thickness)	325 t	\$305	\$99,125
<b>Total (excl. HST):</b>				<b>\$120,875</b>

- b) Pay the Contractor in lawful money of Canada for these services to an upset limit of **One Hundred and Twenty Thousand – Eight Hundred and Seventy - Five Dollars and Zero Cents (\$120,875.00) plus applicable taxes** subject to conditions contained herein.



- c) 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 – Conditional Work**

The work described in Article II is for extension of the STATO Trail from Hessle Street to Highway 65 East. The proposed location would extend across the Agricultural Research Institute of Ontario (ARIO) property located adjacent to Armstrong Street North at Hessle Street and proceed along Armstrong Street North to the intersection of Armstrong Street and Highway 65E.

City staff are working with representatives from ARIO for the establishment of an Easement Agreement in favour of the City for that portion of the Trail through the former Arboretum area on the property and anticipate securing the said easement.

Therefore the extension of the STATO Trail the former Arboretum area on the property is conditional on the acquisition of an Easement Agreement from ARIO.

### **Article IV - Communication**

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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Miller Paving Limited**  
P.O. Box 248  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

**Director of Public Works**  
**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement



**CITY OF TEMISKAMING SHORES**

**REQUEST FOR QUOTATION**

**RS-RFQ- 002-2016**

**Construction of STATO Trail**

**ARIO Property/Armstrong Street North**

THE CORPORATION OF THE  
CITY OF TEMISKAMING SHORES  
325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**The following documents have been attached:**

- Insurance Coverage in the form of a Certificate of Insurance
- Proof of WSIB Coverage



REQUEST FOR QUOTATION  
RS-RFQ- 001<sup>2</sup>-2016  
~~Supply and Install~~  
~~Ammonia Plant Condenser~~

*PK*  
Construction of Active Travel System  
AR10 Property / Armstrong Street  
North

NON COLLUSION AFFIDAVIT

I/We Miller Paving Limited the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid. Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated this 11th day of February, 2016

Authorized Signatures:

Miller Paving Limited  
Name of Firm

*[Signature]*  
Signature

Manager, Estimating  
Position

Ashley Roy  
Witness Name

*[Signature]*  
Witness Signature

AND, if more than one:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

To be submitted

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
MILLER PAVING LIMITED / MILLER PAVING	PO BOX 4080, MARKHAM INDUSTRIAL PARK, MARKHAM, ON, L3R9R8, CA	4564-000: Dry Bulk Materials Trucking 3551-000: Ready-Mix Concrete Operations 4121-001: Highways, Streets, and Small Bridges 0812-000: Limestone Quarries 4591-001: Highway, Street, and Bridge Maintenance 3699-000: Other Petroleum and Coal Products	valid for all contracts	ontario	E2000007TG9P	20-Nov-2015 to 19-Feb-2016





**CANADIAN INSURANCE  
BROKERS INC.**

1 Eglinton Avenue East, Suite 415  
Toronto, ON, M4P 3A1 Canada  
(t) 416.855.1887 (f) 416.489.5311 (toll) 800.790.0951  
Email: ellar@cibi.ca www.cibi.ca

**VERIFICATION OF INSURANCE**

**DATE:** February 9, 2016  
**TO:** City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

*This is to certify that the policies of Insurance listed have been issued to the insured named in this certificate for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. This certificate of insurance neither affirmatively nor negatively amends, extends nor alters the coverage afforded by the policies scheduled herein. The Insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liability of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.*

**INSURED:** MILLER PAVING LIMITED  
P.O. Box 4080  
Markham, Ontario L3R 9R8

**COMMERCIAL GENERAL LIABILITY**

(including Non-Owned Automobile)

**INSURER:** ZURICH INSURANCE COMPANY  
**POLICY NO.:** 8832136  
**EXPIRY DATE:** April 28, 2016  
**LIMIT OF LIABILITY:** \$2,000,000.00 per Occurrence, Inclusive Bodily Injury & Property Damage

**ADDITIONAL INSURED:**

**City of Temiskaming Shores** will be included as an Additional Insured, but only with respect to the liability of **Miller Paving Limited** arising from the below-mentioned contract/operations, upon award of the below tender to the Named Insured.

**DESCRIPTION OF OPERATIONS:**

**Contract No. RS-RFQ-002-2016. Place Granular A and Asphalt – Strato Trail, New Liskeard.**

**AUTOMOBILE LIABILITY**

**INSURER:** ZURICH INSURANCE COMPANY  
**POLICY NO:** 9998008  
**EXPIRY DATE:** April 28, 2016  
**LIMIT OF LIABILITY:** \$2,000,000.00 per Occurrence, Inclusive Bodily Injury & Property Damage

*Upon the above Contract being awarded to the Named Insured, should any of the above described policies be cancelled before the expiration date thereof, the Insurer(s) will endeavour to mail **30 days** written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon either the Insurer(s) or Canadian Insurance Brokers Inc.*

**CANADIAN INSURANCE BROKERS INC.**

per: \_\_\_\_\_

Authorized Representative

City of Temiskaming Shores - RS-RFQ-002-2016

TYPE	MAKE	UNIT #	Hourly Rate
Skidsteer (operated)	CATERPILLAR - TRACK SKIDSTEER	E100321	\$ 55.00
	Sweeper for skidsteer	E133524	\$ 15.00
Tri-Axle (operated)	TRUCK - 2008 WESTERN STAR TRIAXLE DUMP	E082567	\$ 85.00
Excavator (operated)	EXCAVATOR - 2011 CAT 336E	E006273	\$ 155.00
Rubber Tire Backhoe (operated)	BACKHOE - 2012 J.D. 410J	E120902	\$ 85.00
Dozer D4 (operated)			\$ 105.00
Mini Excavator (operated)			\$ 55.00
Pick Up Truck			\$ 30.00
Foreman			\$ 45.00
Labourer			\$ 25.50
Flagger			\$ 22.50

# Memo

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** March 1, 2016  
**Subject:** BIA Youth Intern – amendment to By-law No. 2015-099  
**Attachments:** None

---

Mayor and Council:

The City of Temiskaming Shores entered into an agreement with the Ministry of Industry – FedNor for funding assistance towards the hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area through By-law No. 2015-099 on May 5, 2015.

On December 11, 2015 correspondence was forwarded to Denise Deschamps, Project Manager – FedNor seeking an extension to the agreement outlining that the position has been very successful for the BIA and that the current intern would be leaving due to a maternity leave. Ms. Deschamps was advised that the BIA would like to hire a replacement based on a one-year term to provide a better training opportunity for the intern.

On February 18, 2016 Amendment No. 1 was received from FedNor to amend the current agreement (By-law No. 2015-099) based on the requested extension.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2015-099 to extend the terms of the contract for a BIA Youth Intern for consideration at the March 1, 2016 Regular Council meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

---

James Franks  
Economic Development  
Officer

---

Christopher W. Oslund  
City Manager

# **Memo**

**To:** Mayor and Council  
**From:** Laura-Lee MacLeod, Treasurer  
**Date:** February 16, 2016  
**Subject:** Grant Municipal Drain

---

Mayor and Council:

On February 2, 2016, Council passed By-law No. 2016-023 being a by-law to provide for the actual costs of the drainage work known locally as the Grant Municipal Drain. The total cost of the project amounts to \$278,975.93 (construction, allowances, engineering and non-refundable HST).

Since the commencement of the project in 2013, the City has financed the Grant Municipal Drain utilizing the City's working reserve funds. It is now required to seek reimbursement of the costs related to the project based on the assessed value of all properties that benefit from the improvements to the drainage system as permitted through the Drainage Act.

The Clerk's department has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs for the eligible grant funding available in the amount of \$92,585.37.

The net assessment collectible is \$179,090.56. The City's total commitment for this project is \$10,855.97 leaving a balance of \$168,234.59 to be collected from applicable property owners and the Ministry of Transportation (MTO). The Clerk's department has forwarded the information to the MTO for collection purposes.

As the City did not borrow on the credit of the Corporation as permitted in By-law No. 2014-067, it will not be arranging for the issuance of debentures.

As per By-law No. 2014-067, assessment valuations \$1,500 or less are payable in the first year in which the assessment is imposed. Invoices will be processed for these properties with payment in full due sixty (60) days from the date of the invoice.

For assessment valuations over \$1,500 the Treasurer is recommending the following:

Option No. 1

Payment in full due 60 days from the date of invoice.

Option No. 2

Five (5) year repayment plan:

- Annual Interest Rate: 5 % (as per the Interest Act)
- Payments\*: Five (5) equal payments

\*Exception:

- Year 1: If the annual payment in the first year of the plan is less than \$1,500, a \$1,500 minimum payment will be due and payable within sixty (60) days from the date of the invoice.
- Year 2-5: The balance of the funds will be financed equally over the remaining term of the plan.

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

---

Kelly Conlin  
Director of Corporate Services (A)

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Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Timothy H. Uttley, Fire Chief/CEMC  
**Date:** March 1, 2016  
**Subject:** Haileybury Fire Station Building Condition Survey  
**Attachments:** Building Condition Survey

---

Mayor and Council:

On July 7, 2015 Council passed 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.

The overall objective of the building condition survey was to diagnose the overall condition of the fire station and its major components, to recommend repair work, energy conservation methods, address current and future needs, provide cost estimates, ensure compliance with applicable legislation, and to highlight items that require immediate attention.

In December 2015 the final report was received and reviewed by the City Manager, Fire Chief and Manager of Physical Assets. An overview of the report has also been provided at a meeting of the Public Works Building Maintenance Committee and at a Fire Department Officer's meeting.

The report is now being presented to Council for information with a recommendation that Council refer the report to the Fire Department Master Fire Plan Review Committee requesting the committee provide recommendations to Council on capital improvements, and how best to allocate short and/or long term expenditures regarding the Haileybury Fire Station.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

Timothy H. Uttley  
Fire Chief/CEMC

---

Christopher W. Oslund  
City Manager



## Building Condition Survey

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Haileybury Fire Hall  
465 Georgina Street  
Haileybury, Ontario

December 2015

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**mitchellarchitects**

124a Main Street East, North Bay, ON, Canada, P1B 1A8  
voice: 705.474.3250  
fax: 705.474.0737

# **Building Condition Survey – Haileybury Fire Hall**

## **City of Temiskaming Shores**

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### **Table of Contents**

<b>Introduction</b>	<b>3 pages</b>
<b>Building Condition Survey</b>	
Summary	4 pages
Repair Estimates	2 pages
Architectural Building Condition Survey	17 pages
Exterior Photos	12 pages
Interior Photos	16 pages
Drawings	
Existing First Floor Plan	1 page
Existing Second Floor Plan	1 page
Existing Roof Plan	1 page
<b>Structural Condition Assessment</b>	
Report	12 pages
Appendix A – Photos	14 pages
Appendix B – Limitations	1 page
<b>Mechanical Systems Condition Survey</b>	<b>5 pages</b>
<b>Electrical Systems Condition Survey</b>	<b>4 pages</b>
<b>Preliminary Design / Feasibility Study</b>	<b>1 page</b>
Conceptual Design Drawing – First Floor Plan	1 page
Conceptual Design Drawing - Second Floor Plan	1 page

**End of TOC.**



# **Building Condition Survey - Haileybury Fire Hall**

City of Temiskaming Shores

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## **Introduction**

### **Assignment**

Mitchell Architects was engaged by the City of Temiskaming Shores to undertake a building condition survey of the Haileybury Fire Hall in general accordance with the terms of reference included in City's request for proposal PPP-RFP-001-2015. In addition, Mitchell Architects was also asked to conduct a preliminary design/feasibility study on how the existing building could be redeveloped to better meet current and future needs.

### **Site Inspection**

On July 21, 2015, John Weinhardt (architectural), Senior Project Manager with Mitchell Architects, Steve Cairns P.Eng. (structural), Project Manager with A2S Consultants, and Filippo Biondi P.Eng. (mechanical) & Stephane Chiasson E.I.T. (electrical) of SNC Lavalin, conducted site inspections of the building. Mitch Lafreniere of the City of Temiskaming Shores and various personnel (i.e. volunteer fire fighters, contractors who have worked on the building) accompanied the consulting team and were also interviewed to obtain additional historical information about the building. Inspections consisted of visual examination only of observable building features and did not involve invasive investigation (e.g. removal of finishes, excavation, etc.). A detailed condition assessment of the building is provided in Section A. The condition survey describes major building systems, their condition and provides recommendations for remediation and/or additional study as warranted.

### **Background Documentation**

The City was unable to provide any drawings of the building to Mitchell Architects but furnished all available, relevant documentation pertaining to the building which generally consisting of the following:

- Legal survey (H. Sutcliffe Surveying Ltd., May 31, 1993).
- Building condition assessment report (John Brown, Maintenance Tech. to Doug Walsh, Director of Physical Services), date unknown but post 1998 and pre-2003).
- Structural assessment of main floor and related structural support in basement (E.T. Engineering Inc., January 3, 2008).
- Geotechnical investigation regarding basement infilling (Shaba Testing Services Ltd., June 2013).
- Structural design options to address deficient main floor and related structural support in basement (E.T. Engineering Inc., August 1, 2013 REVISED).
- Various digital photos (i.e. south wall prior to and during reconstruction in 2003 and east wall prior to installation of new sloped roof assemblies).

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## **Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

December 2015

### Designated Substances

The Occupational Health and Safety Act requires that building Owners complete and make available to contractors (prior to tendering) a survey of the building to identify any materials which are designated as potentially harmful to human health (e.g. asbestos, lead paint, PCB, silica). It is understood that a survey has not been completed for the building. A Designated Substance Survey should be conducted and be made available prior to finalizing any plans for major repairs or alterations.

Where suspect materials were observed, they have been noted in our report.

### Barrier Free Accessibility

Since the building is pre-existing, requirements for accessibility provided under the current Ontario Building Code do not apply (i.e. the requirements of the OBC are not applied retroactively). Therefore, the applicable legislation to be reviewed is "Accessibility for Ontarians with Disabilities Act" (AODA) O.Act 191/11. This Act applies to the Province of Ontario, Ontario municipalities and other "designated public sector organizations" to undertake and maintain an accessibility improvement plan to "*develop, implement and maintain policies governing how the organization achieves or will achieve accessibility*". The act "*establishes the accessibility standards for each of information and communications, employment, transportation and the design of public spaces*". The act generally governs operational issues and generally does not directly affect the built environment except where the organization's plan identifies an impediment in the built environment to be corrected.

We have reviewed the act only with respect to its impact on the existing building as a full review of the municipality's compliance with AODA legislation is beyond the scope of our building condition survey assignment.

In the excerpt above, the act's reference to "*the design of public spaces*" is broadly limited to outdoor public spaces, public parking spaces, newly constructed service desks and newly constructed waiting areas.

With respect to a mandated timeline to complete improvements, the act indicates that the accessibility plan "*shall include a statement of organizational commitment to meet the accessibility needs of persons with disabilities in a timely manner in their policies*".

At present, the AODA does not contain specific, mandatory requirements to retrofit existing buildings to make them barrier free accessible.

### Ontario Fire Code (OFC)

The Owner's representative advised that there are no fire department inspection reports or orders on file for the building however alterations to the building were completed in 1994 to address fire separation deficiencies (i.e. enclose exit stair in fire separation, install drywall ceiling in vehicle apparatus bays) presumably as a result of a fire department inspection.

Part 2 of the OFC governs general fire safety requirements for ALL buildings including operational limitations (e.g. accumulation of combustible materials) as well as requiring basic maintenance of life / fire safety systems (e.g. maintenance of: fire separations, emergency lighting, exit and rated door hardware, fire alarm systems, etc.).

Observed deficiencies in building systems governed by Part 2 of the OFC have been recorded in our report.

Part 9 of the OFC provides mandatory retrofit requirements for various types of buildings and occupancies. The Haileybury Fire Hall is of dual major occupancy including "business/personal services" and "industrial" occupancies. There are no retrofit provisions for either of the two occupancies.

### Ontario Building Code (OBC)

Requirements of the OBC are not applied retroactively to existing buildings. OBC requirements only govern new construction. Pre-existing / original, non OBC compliant construction is generally acceptable as is except where retrofit requirements of the Ontario Fire Code may apply.

Where existing life safety systems were observed to be significantly deficient relevant to current OBC requirements, these deficiencies have been identified in our report.

### End of Introduction

# **Building Condition Survey - Haileybury Fire Hall**

## **Summary**

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The Haileybury Fire Hall has long been an important part of the Town of Haileybury / City of Temiskaming Shores. It is ideally situated to serve Haileybury and continues to function well in its role in providing fire safety services to the community. It has evolved in its 90 year life to meet changing needs, however its age and changing fire service requirements are revealing shortcomings in the existing facility.

In general terms, the building is in fair overall physical condition, especially for a structure of this age. And while the original heritage character of the building is generally intact, renovation and repair projects completed over the years have significantly altered its original appearance.

Like any older building, general building repairs and maintenance work is required however more significant concerns were also noted including:

- Several fire separation deficiencies observed.
- Extensive cracking in the east wall brick - foundation settlement / movement concerns.
- Questionable structural integrity of the exit stair, hose tower stair and hose hoisting apparatus.
- Difficult to correct attic venting condition (i.e. lack of soffits, double attic condition).
- Widespread deterioration of original precast concrete sills and window lintels.
- General lack of a proper building HVAC system.
- Lack of a CO monitoring, alarm and ventilation system for vehicle storage bays.
- Lack of separation of potable and non-potable water systems.

In addition to building condition issues, many operational concerns have been tabled including:

- Apparatus bay not of sufficient size to house new equipment.
- Lack of a proper "hands-on" equipment training space on the main floor.
- Lack of a staff change / shower area.
- Inadequate space and equipment provisions for bunker gear storage and drying.
- Insufficient and inadequate washroom facilities.
- Lack of a separate SCBA room and separate Compressor Room.
- Undersized back-up generator.
- Inadequate equipment servicing and cleaning facilities.
- Hose drying hoisting equipment inadequate / safety concerns.
- Lack of barrier free accessibility.
- Safety concerns with electrical panels located in wet, hose tower environment.

### List of Recommended Work

We summarize the key recommendations of the architectural, structural engineering and mechanical / electrical engineering building reviews herein. Three priority ratings have been assigned for work to be recommended to be completed in the following timeframes: Immediate, within 1 year and within 5 years.

#### Immediate

- Undertake a Designated Substances Survey for the building.
- Obtain a structural engineering review of hose tower access stair and hose support structure. Implement repairs / reconstruction per engineering report.
- Obtain a structural engineering review of exit stair. Recommendation to replace with a new steel stair assembly c/w related new stair floor finish is expected.
- Firestop seal all penetrations in the ceiling membrane between main and 2nd floor levels.
- Replace the door at the bottom of the exit door with a new fire rated door and frame assembly complete with self closing / self latching hardware.
- Repair damaged exit stair partitions to reinstate the fire separation.
- Replace the existing door providing access to the hose tower at the 2<sup>nd</sup> floor with a fire rated door and frame c/w self closing and self latching hardware.
- Fire separate the top of the exit stair at upper floor with a fire rated door. The position of the existing hose tower access door cannot be adjusted and will be located within the stair.
- Re-attach the section of eavestrough that has become detached (south east corner).
- Discontinue use of the storage compartments located within the exit stair and decommission by removing the doors and infilling door openings with rated wall construction.
- Replace deteriorated asphalt shingles adjacent to hose tower (Note: shingle and roof sheathing replacement completed in October 2015).
- Replace the north exit door.
- Provide safety posts / bollards at water tanker filler pipe in north lane.
- Replace existing domestic cold water system.
- Replace main floor unit heater.
- Replace 2<sup>nd</sup> floor space heater with a new furnace.
- Install a CO monitoring, alarm and ventilation system to apparatus bays.
- Install an HRV to provide ventilation for the second floor.
- Retrofit flammable liquid storage cabinet with new inlet and dedicated exhaust fan
- Relocate electrical panels from hose tower to new, dry location and provide new loadcentre.
- Fasten junction boxes in attic, remove obsolete electrical equipment and wiring.
- Replace broken weatherproof covers on receptacles.
- Install GFI receptacles where required.

#### Within 1 year

- Replace asphalt shingle roofing on hose tower. Provide improved attic venting.
- Thoroughly seal all bolt holes and obsolete openings in face brick.
- Construct new fire rated service room on 2<sup>nd</sup> floor for gas fired heating and hot water tank.
- Close off open gaps at window lintels on south wall.
- Install air conditioning for 2<sup>nd</sup> floor.
- Insulate domestic hot water piping.
- Replace toilets with water saving model.
- Upgrade 2<sup>nd</sup> floor loadcenter.
- Upgrade light switches to occupancy sensors.
- Upgrade to solid state astronomical time clocks.
- Install a natural gas fired emergency generator w/ auto transfer switch.
- Provide dedicated receptacle c/w pilot lights and cord reels for emergency vehicle power.
- Upgrade existing emergency lighting to meet OBC requirements.

#### Within 5 years

- Repair chipped and spalled foundation walls at grade (i.e. east wall, overhead doors). Complete addition foundation remediation if recommended as a result of the geotechnical study.
- Reconstruct east wall brick face (subsequent to remediation of foundations if required). As a precautionary measure, a geotechnical study / monitoring program may be implemented prior to starting repairs to ensure the stability of the existing foundations.
- Replace deteriorated original precast sills and lintels. Replace poorly constructed mortar sill at main floor window on south face.
- Replace deteriorated caulking (masonry control joints, door and window openings).
- Re-point brick mortar jointing on hose tower (all faces).
- Replace original wood windows in hose tower.
- Replace rusted, ferrous through bolt hardware utilized to secure power door operators to exterior walls with stainless steel hardware. Replace damaged brick and seal all penetrations.
- Replace delaminated exterior parging and apply waterproofing to below grade north & west walls.
- Replace severely deteriorated asphalt paving. Re-grade to correct negative grade conditions.
- Repaint steel overhead door jamb plates. Repair corrosion where plates meet grade.
- Replace carpet floor finish throughout second floor.
- Repair delaminated interior plaster finish on south wall.
- Replace hot water tank with instantaneous hot water heater.
- Upgrade fluorescent light fixtures to LED type.
- Upgrade wiring from NMD/AC-90 to EMT conduit.
- Install a supervised fire alarm system.

Before committing funding to a long term repair program of the existing facility, the building and site need to be evaluated for the potential of expansion and redevelopment (i.e. apparatus bay addition and interior renovation) to address the operational deficiencies in addition to building condition issues. It is important that both issues be looked at in a comprehensive manner and not in isolation to one another to properly assess the long term and overall costs and to permit examination of possible alternative options (e.g. construct all new facility, relocate / renovate other existing facilities, etc.).

Please refer to the Preliminary Design/Feasibility Study section of this report which examines one possible facility redevelopment option and its associated cost.

End of Summary

# **Building Condition Survey - Haileybury Fire Hall**

## **Repair Estimates**

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<b>Preliminary Budget</b>	<b>Est. Cost</b>
<b><u>Immediate</u></b>	
Designated Substances Survey	\$5,000
Repair main floor ceiling fire separation / fire stopping deficiencies	\$2,500
Structural engineering review of hose tower stair & hose hoisting apparatus and structural engineering review of main exit stair.	\$2,500
Modify or replace existing stair and hose tower hoist suspension	TBA
Reconstruct main exit stair (new steel stair) c/w new floor finish	\$10,000
Repair damaged partitions enclosing the exit stair to reinstate fire separation	\$1,500
Remove storage compartments inside exit stair, seal openings	\$1,500
Replace door at bottom of exit stair leading to main floor apparatus bays	\$1,200
Install new rated door and associated rated wall assembly at top of exit stair	\$2,000
Replace door into hose tower at 2nd floor with rated door and frame	\$1,500
Install bollards at exterior water tanker fill station	\$1,500
Replace north exit door, frame and hardware	\$1,800
Repair detached eavestrough (S-E corner)	\$300
Construct new rated service room on 2nd floor for HWT & new furnace	\$3,500
Replace domestic cold water system	\$35,000
Replace the main floor unit heater with sealed combustion heater	\$9,000
Replace 2nd floor space heater with ducted gas fired furnace	\$17,000
Install CO monitoring, alarm and ventilation system in garage	\$9,000
Install an HRV to provide 2nd floor ventilation	\$3,000
Remove electrical equipment from hose tower / new loadcentre	\$4,000
Flammable liquid storage cabinet ventilation improvements	\$1,500
Properly secure electrical junction boxes in attic / remove obsolete materials	\$500
Allowance to replace broken weatherproof receptacle covers (\$30 each)	\$200
Allowance to new GFI receptacles (\$50 each)	\$400



**Within 1 Year**

Seal holes in face brick at thru bolts and obsolete openings	\$500
Replace hose tower shingle roofing, extend eaves for soffit ventilation	\$7,500
Close off open gap at window lintels on south side	\$1,500
Site preparation, new pad and bollards for new back-up generator	\$2,500
Install air conditioning for 2nd floor	\$3,500
Upgrade upper floor loadcentre to new modern equipment	\$2,000
Upgrade light switches to occupancy sensors	\$600
Upgrade to solid state astronomical time clocks	\$300
Install new 20kW gas fired back-up generator c/w auto transfer switch	\$9,500
Provide dedicated plugs c/w pilot lights & cord reels for emerg. vehicle power	\$400
Emergency lighting upgrades	\$2,000

**Within 5 Years**

Allowance for east exterior wall remediation / reconstruction (foundation & brick) (includes optional geotechnical monitoring / investigation study)	\$82,500
Replace deteriorated exterior caulking	\$1,000
Replace exterior lintels and sills (east face and hose tower windows)	\$10,000
Re-point existing brick on hose tower (3000sq.ft. @ \$10)	\$30,000
Replace hose tower windows	\$2,500
Replace severely deteriorated asphalt pavement (primarily north lane)	\$50,000
Excavate north & west walls and apply waterproofing to below grade portions	\$3,500
Replace delaminating foundation wall parging (north and west walls)	\$1,500
Repair delaminated interior plaster finish on south wall	\$1,500
Replace door operator ferrous through-bolt anchors (3 units @ \$700 each)	\$2,100
Replace shingle roofing on 2 storey section, extend eaves for soffit ventilation	\$30,000
General interior repainting main floor (floors, walls and ceilings)	\$5,000
Replace carpet flooring 2nd floor (1200sq.ft. @ \$10)	\$12,000
Replace the hot water tank with an instantaneous hot water heater	\$3,500
Upgrade fluorescent lighting to LED	\$8,000
Upgrade cabling from NMD/AC-90 to EMT conduit	\$6,000
Install new supervised fire alarm system & upgrade existing notification devices	\$5,500

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Sub-Total	\$399,300
GC O/H and Profit	\$59,895
Sub-Total	\$459,195
Professional fees	\$45,920
15% Contingency	\$75,767
<b>Total Project</b>	<b>\$580,882 plus HST</b>

**End of Estimate**

**Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

December 2015

# **Building Condition Survey - Haileybury Fire Hall**

## **Architectural**

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### **General Building Characteristics**

Based on the information provided, the original 2 storey building, plus partial basement, was constructed in 1923 as the Town of Haileybury's fire hall. In 1971, a 1 storey apparatus bay addition was constructed to the north of the existing building to accommodate additional fire fighting vehicles. The building's sole use since inception has been as a fire hall.



Photo of the original building (circa 1923)

The original heritage construction details of the building have been partially retained but decades' worth of repair and renovation projects have resulted in many significant changes to the building such that many of the original, unique features have been changed such as:

- reduction in the height of the hose tower
- conversion of flat roof to pitched/sloped roofs and associated loss of east wall parapet detailing
- 1971 addition constructed
- south wall face reconstructed in manner which does not retain the original appearance

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## **Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

December 2015

### Current Building

2 storey plus partial basement (basement has since been filled in with concrete) plus Hose Tower (70' tall).

Basement level: N/A  
First storey: 3,250 ft<sup>2</sup> gross floor area  
Second storey: 1,850 ft<sup>2</sup> gross floor area

### Original Building

2 storey plus partial basement plus Hose Tower (100' tall).

Basement level: 600 ft<sup>2</sup> gross floor area  
First storey: 1,850 ft<sup>2</sup> gross floor area  
Second storey: 1,850 ft<sup>2</sup> gross floor area

### 1971 Addition

1 storey, slab-on-grade  
1,400 ft<sup>2</sup> gross floor area

### Construction:

Roofs: pre-engineered wood roof trusses installed over the original wood framed "hoppered" flat roofs which have been left in place  
Intermediate floor: wood framed floor with structural steel support beams and columns  
Exterior walls - original: multi-wythe loadbearing clay brick construction  
Exterior walls - addition: clay brick veneer, loadbearing concrete block construction

Several major repair / alteration projects have been completed since 1971 as summarized below:

1971	new concrete floor slab added over existing slab in original building
1993	reconstruct the south east corner of the original building
1994	interior renovation of the upper floor offices and fire separation upgrades
1998	new sloped, wood trussed roof assembly installed over the hoppered flat roofs of the addition and original building
1998	top 30' section of the original hose tower was demolished and a new wood framed sloped roof installed above the remaining tower
2003	south exterior wall reconstruction and replacement of windows
2013	basement eliminated / filled in with lean concrete to reinstate support of main floor slab

## Building Condition Survey - Haileybury Fire Hall

Project No. 215046

December 2015

## **Building Site and Exterior**

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### **Site**

The site of the building is an urban, corner lot located near the centre of town. The site is bordered by Main Street to the north and Georgina Avenue to the east. Residential properties border the site on the south and west sides. The slopes generally slope downward from the north west to the south east. The building's original fire bell has been incorporated into a memorial monument at the north east corner

The entire site is essentially asphalt paved featuring a continuous laneway around the building on 3 sides which connects to the fully asphalt paved front driveway / parking area on the east side. The south laneway also extends as a gravel surfaced alleyway (assumed to be a municipal lane) westward and connects to Rorke Avenue.

A pressure treated wood fence separates the site from the adjacent residential properties. The residential property to the west is also partially screened by a cedar hedge.

All asphalt paving is in fair to poor condition with the following deficiencies observed:

- Vegetation / moss has encroached on exposed edges and extensively where the paving meets the building on the north and west sides.
- Full thickness cracking observed in various areas.
- Large hump in paving (possible boulder) and associated distress to asphalt surface in the north east corner adjacent to the fire bell memorial.
- Ridging and rutting observed in the north lane.

A hinged steel flagpole is located adjacent to the building in the north lane. It appears to be in good condition – some surface corrosion observed.

The water truck filler pipe projects out from the building into the north lane and is not protected with bollards and therefore susceptible to being struck by a vehicle. The projecting filler pipe is supported with a steel pipe below it.

### **Building - Exterior Walls**

Refer to the structural portion of this condition assessment for additional details.

The exterior walls of the building have been subdivided into 3 main categories:

- Original Building and Hose Tower Excluding South Side
- Original Building South Side Only
- Addition

#### **Original Building and Hose Tower Excluding South Side**

Exterior walls appear to be of solid masonry with an exterior face of clay brick bonded to an interior wythe of concrete block which has an interior plaster finish. The exterior walls of the hose tower are constructed similarly but wider and do not have an interior plaster finish.

With the exception of the east face (discussed separately below), the brick is weathered (consistent with its age) with some chipped corners and faces but the overall condition is generally good with no signs of distress cracking or spalling.

The exterior face wythe of brick features tooled mortar joints. Mortar joints are severely weathered and re-pointing is required.

The lowest portion of the wall face is composed of several courses of textured concrete block which are also incorporated as decorative bands on the hose tower and on the building's east face (painted).

Precast building identification and date stones are inset into the east building face. They are generally in weathered but sound condition.

Original precast concrete sills and lintels were also observed at the windows installed in the hose tower and east building face. They are in generally poor condition. Deterioration was observed including:

- significant horizontal crack through sill on east face of hose tower, cracked sill east face
- partially displaced sill at window on east face
- exposed and corroded rebar evident on underside of lintels at windows on the east face

The east wall has been previously repaired and we note the following observations specific to this building face:

- Areas of brick repair are evident as the brick / mortar colour and texture are very different than original brick. The majority of the brick on the main floor level (i.e. between the underside of the window sills and above the overhead door lintels) has been replaced. The brick on the upper floor level of the wall is original.
- A perceptible dip / sag in the centre of the building face is visible. Window lintels and date/identification stones on the upper portion of the wall at the south and north ends are not level and slope inwards towards the centre of the building. The observed pattern of step cracking in the brick above the lintel and more prevalently below the windows corroborates that the centre has dropped. An Owner supplied photo indicates that sagging and cracking existed prior to 1998. It is unknown if the condition is static or not - previously completed east and

south wall repair/reconstruction projects appear to have largely stabilized the wall and in general, previously replaced mortar and brick is intact but some open cracks were observed.

- The vehicle bay door openings appear to have been widened from their original width and it is assumed that the original precast concrete lintels were replaced with steel beam lintels. Exterior faces of these lintels are covered with a painted panel. The wall construction around the man door between the overhead doors has also been replaced with what appears to be a poured concrete “porthole” structure (concrete side posts / lintel).
- Overhead power door operators are secured to the exterior wall using ferrous, threaded through bolts which are exposed to the elements and are corroded. Holes in the brick are not sealed and some chipping of the brick faces has occurred.

Reconstruction of the east wall brick is recommended to preserve the integrity of wall (structural and weather barrier) as well as for aesthetic reasons. Prior to commencing repairs, we recommend that a geotechnical study / monitoring program be established to ensure that existing foundations are stable. The upper portion of the west wall above the roof line has been clad with residential siding (vinyl or aluminum) which is good condition.

The main floor portions of exterior walls are not insulated in any way. The upper floor portions of exterior walls are furred out on the inside and are insulated (assumed to be R-12 batt insulation).

#### Original Building South Side Only

In 2003, the entire length of the south wall of the original building was modified to address problems with water infiltration and brick deterioration. The project involved installing a new brick veneer skin in front of the existing brick, on a new foundation wall, from grade to roof level. We noted the following regarding the newer wall construction:

- The brick utilized is a red clay brick similar in colour to the original but having different a different texture. The installation appears somewhat “rustic” which was likely an attempt to match the original brick. The brick is in good condition with no obvious defects. In the bottom course, weep holes and thru-wall flashing were observed.
- A vertical expansion control joint has been appropriately incorporated at the mid-point.
- A space of between 1” and 2” has been maintained between the new and original brick. This gap is open and unsealed at the heads of all door and window openings.
- It is unknown if the new brick was tied to the existing.
- Original precast window lintels were retained. New steel angle lintels are provided to support the new brick veneer above wall openings.
- New concrete window sills were provided at upper floor windows – the extent to which original sills were removed is unknown. New window sills are thinner in profile than existing but in good condition and feature a very good 1.5” projection beyond the brick face.  
At the main floor window, the sill appears to be formed from mortar, is significantly cracked and has no projection beyond the face of the brick and should be replaced.

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#### Building Condition Survey - Haileybury Fire Hall

Project No. 215046

December 2015

Photos were also provided to us by the Owner which were taken before and during excavation for the new foundation wall which confirmed the following:

- Original brick and mortar joints in particular were severely weathered.
- Some brick spalling had occurred.
- No step cracking was evident.
- Reconstruction of the east corner of the wall completed in 1993 was evident.
- Original precast concrete window sills were extremely deteriorated. Window lintels appeared to be in fair to good condition.
- The original basement foundation wall appears to be poured concrete.
- Geotextile wrapped weeping tile was installed at the base of the new footings.
- The south side entry door was set at the main floor level originally and not elevated. The site was raised on the south side at some time in the past. The main entry door was also originally west of its current location but had been moved previously and the old door opening infilled with concrete block.

#### Addition

Exterior walls appear to be of cavity wall construction consisting of an exterior face veneer of clay brick bonded to an interior wythe of concrete block with interior paint finish. It is unknown if the cavity contains insulation. Weep holes were observed in the bottom course.

Brick, including mortar joints, was found to be in good condition with minimal weathering. No spalling, efflorescence or similar water related deterioration was observed.

Some chipping of brick faces and related rust staining was observed where threaded steel rod through-bolts have been installed through the brick.

### Basement / Foundation Walls

The building does not contain a basement and only a small portion of foundation walls are exposed to view above grade (i.e. top 8" to 12" typically) and our observations are therefore limited.

### Original Building

The south wall was reconstructed in 2003. The exposed portion of the foundation wall is stepped to suit the sloping grade and all areas of exposed foundation appeared to be in good condition with no cracking or delaminated parging was noted. New parging was also extended around the west wall of the original tower foundation which was also found to be in good condition.

On the east wall, only small portions of foundation wall are exposed at the extreme south and north ends adjacent to overhead door openings and understood to be from the 1993 east wall repair/reconstruction project. The exposed portions are unparged concrete block with paint finish and in good condition.

### Addition

The north and west faces have parged coating with paint finish. Parging de-lamination and paint peeling is prevalent.

On the east wall, only small portions of the painted concrete block foundation wall are exposed adjacent to the overhead door opening. Cracking and breaking of the concrete block was observed on the north side of the overhead door opening and is assumed to be freeze / thaw damage caused by surface water from the nearby downspout. On the south side of the overhead door opening, the block is in better condition but similar water damage is occurring.

Obvious but not significant cracking and spalling was observed on the north wall at the east end (i.e. adjacent to the overhead door opening and downspout noted above). We suspect that surface water is entering into the block, freezing and then causing damage. We note that the cracking was confined to the foundation wall and does not extend into the brick veneer.



## Roofing

Except for the south side, all roof areas were inspected from ground level only, using photo zoom. Close-up, roof level examination of the southern portion of the main roof was made possible through the use of the Owner's supplied lift. In general, the Owner's representatives indicated that roof leaks were only occurring at the roof / hose tower junction (repaired October 2015) but commented that ice damming was observed in the winter and spring in some areas.

The roof can be divided into 3 main areas:

- Roof over original building
- Roof over addition
- Roof over hose tower

### Original Building Roof

Sloped roof (hip configuration), conventional 3-tab asphalt shingles over aspenite sheathing. In 1998, a new wood truss roof assembly was constructed above the original hopped, flat roof in an effort to avoid a re-occurrence of the problems typically associated with flat roofs in northern climates. The original hopped roof remains intact including all roof and ceiling framing, roof deck and previous roofing membrane. The new roof assembly forms an attic above the original hopped roof's attic. The original and new attic spaces are not interconnected except for an access opening.

The shingles on the south side were closely inspected at roof level and are weathered but are not curling or failing. Shingles adjacent to the hose tower were the exception however. Shingles directly adjacent to the tower were physically breaking, curling and are in generally very poor condition. An obvious depression in the roof surface was visible suggesting possible water damage to the roof sheathing below has occurred. Rain/snow/ice falling from the much higher tower roof above is may be in part to blame for the accelerated damage. (NB: We were advised that, subsequent to our inspection, in October 2015 the area of deteriorated shingles was replaced and along with replacement of water damaged roof sheathing along the eave.) Shingles on the east, west and north sides were only viewable using photo zoom. They appear to be in the same condition as the south side and appear to be the shingles installed in 1998.

The roof is equipped with two large "Maxi-Vent" attic roof vents at the ridge point. The eaves are constructed with very narrow (6") soffits which are solid and provide no ventilation. Failure to provide soffit venting may eventually lead to condensation damage within the attic and/or due to leaks which develop as a result of ice damming.

The attic spaces (original flat roof and new sloped roof) were accessed by hatchways which allowed partial inspection. No sign of mould, condensation or excessive water damage was observed. Dried water stains from past roof leaks were observed on the original flat roof framing. Newer wood truss framing appeared unstained. Fibreglass insulation was observed in the spaces between joists of the original ceiling framing.

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## Building Condition Survey - Haileybury Fire Hall

Project No. 215046

December 2015

### Addition Roof

As noted for the original building roof, in 1998, a new wood truss roof assembly was constructed above the original flat roof.

The shingles on the east, north and west sides were viewed from ground level and using photo zoom to acquire additional detail. Asphalt shingles do not appear excessively weathered nor was curling observed and appear to be the shingles installed in 1998.

The roof is equipped with two large "Maxi-Vent" attic roof vents at the high point where the roof meets the exterior wall of the adjacent 2 storey portion of the building. Soffit venting is provided in the form of a narrow strip of perforated aluminum soffit (4" to 6" in width) on all sides which we believe provides insufficient venting capacity. Failure to improve soffit venting may eventually lead to condensation damage within the attic and/or due to leaks which develop as a result of ice damming.

The attic space was viewed through the existing wood window which provides access to the attic from within the 2<sup>nd</sup> floor washroom. This attic access opening is crudely insulated (loose batt insulation wedged in place) and not sealed or weatherstripped. No signs of mould, condensation or excessive water damage was observed on the new wood truss framing. Modern, blown-in cellulose insulation was observed but a measurement of thickness was not taken. The original hopped roof framing / attic was not open to inspection.

### Hose Tower Roof

Sloped roof (hip configuration), conventional 3-tab asphalt shingles over wood decking. Documentation suggests that the shingles were installed in 1998 when the tower was reduced in height and a new sloped roof constructed over the remaining tower. Photo zoom examination clearly indicates significant shingle deterioration on the south and east sides. Communication antennae are installed on the roof.

We were unable to determine if the roof is equipped with an attic vent cap. Soffits are very narrow and do not appear to provide any form of venting.

The attic space was not inspected.

No leaks were reported.

### Rainware

Residential grade, light duty prefinished aluminum eavestrough is provided along the south and east roof edges only and are fitted to downspouts.

All downspouts (one at north east corner, one at south east corner) surface drain onto grade and no splashpads have been provided which has resulted in minor erosion of the asphalt pavement. At the north east downspout, water from the downspout may be contributing to observed deterioration of the foundation wall at the overhead door jamb.

Eavestrough and downspouts are in good condition however a corner piece has become detached from the main eavestrough at the south east corner

### Soffit and Fascia

All fascia and soffit material is prefinished metal of either aluminum or steel base metal. All material is in good condition. As noted under Roofing, soffits are not constructed in a manner to provide the required attic ventilation.

### Windows

Existing windows are either the original painted wood framed, single glazed units installed in 1923 which remain in the hose tower only or modern double glazed, vinyl framed, vertically hung windows in all other locations. The newer windows appear to have been installed in 2003.

Original wooden framed windows are sound but in poor condition (water damage to frames evident) and have no insulating value.

Newer vinyl windows appear to be in good condition with no failed insulating glass units and opening sashes appear to be in good operational order.

### Exterior Man Doors

There are 3 exterior man doors in the entire building.

#### Entry Door – East Face

Hollow metal door and frame with paint finish, does not appear to be insulated type. Equipped with commercial grade, push button programmable lockset and no self closer (previous closer removed). The door appears to be approximately 25 years old and likely installed in 1993 when the east wall was reconstructed. It is worn but sound and functional and all weatherseals require replacement.

#### Entry Door – South Face

Hollow metal door and frame with paint finish, does not appear to be insulated type. Equipped with residential grade, push button programmable lockset and no self closer. The door appears to be approximately 15 years old and likely installed in 2003 when the south wall was reconstructed. It is sound and functional but all weatherseals should be replaced.

#### Exit Door – North Face

Solid core door in pressed steel frame with paint finish. Equipped with commercial grade, panic bar and no self closer (previous closer removed). The door appears to be original and therefore approximately 44 years old. The door is not functional - sticks in its frame, the frame is corroded at the bottom and all hardware is worn.

### Exterior Overhead Doors

There are 3 exterior overhead doors all located on the east face of the building. Doors are commercial grade, insulated steel panel doors (factory finished) and each is fitted with small viewing windows. All doors are in physically good condition however the northern most door appears has been damaged by a vehicle (i.e. the bottom panel is slightly dented) but door operation has not been affected. Exterior, perimeter weatherstripping is in generally fair condition.

Each door is operated by an industrial grade, electric power operator complete with 2" track, emergency chain hoist and safety edge. Operation is via the manual push button controls inside the building or radio control units located in the vehicles. Each door is equipped with a photo cell safety device to sense for obstructions in the door opening. The Owner's representative indicated doors and operators were functioning properly.

Doors and operators all appear to be of the same age which is estimated to be 15 years old.

### Door Openings - Original Building

Sides of openings are fitted with steel plate jambs extending full height from top of asphalt paving to underside of lintels above and are thought to be acting as structural supports for overhead lintels. The jamb plates have a paint finish which is in fair to poor condition. The plates are in good condition and generally corrosion free except that a line of corrosion has developed where the plates are in direct contact with the ground.

### Door Openings - Addition

Sides of openings are exposed, painted concrete block which have surface mounted, heavy steel angle corner guards (approximately 48" high, raised 12" above grade). The corner guards have a paint finish which is in fair to poor condition. The corner guards are in physically good condition and generally corrosion free. The block jambs are in good condition – no vehicle damage was observed however moisture damage at the foundation level is present (refer to "Basement/Foundations").

## **Building Interior**

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### **Main Floor**

The main floor is generally composed of 3 vehicle storage bays which also have subsidiary use as apparatus / bunker gear storage and maintenance / work areas. A small space formally used as a radio / dispatch room still exists but is no longer utilized and a small storage closet exists in the space which formerly enclosed the now removed basement stair. The base of the hose tower also forms part of the main floor space and contain the main electrical panels for the building which are housed in a wood enclosure. It was noted that the electrical panel location is not ideal since they are exposed to wetting from fire hoses which are hung in the tower to dry.

### **Floor / Flooring**

All floors are concrete with a paint finish. Floors are sloped to drains which are provided in each vehicle bay. At the overhead door openings, the floor slopes relatively sharply downwards over the last 48" to meet exterior grade. The paint finish is variable but generally in poor condition (flaking, peeling, worn / missing in many locations). Minor hairline cracking of the concrete was also observed.

The floor slab in the original building is understood to be a 4" to 6" thick slab that was poured over the original floor slab in 1971 at the same time the addition was constructed.

The concrete slab on grade in the addition is the original slab.

The height of the floor slab in the bays of the original building is approximately 14" higher than the floor slab in the addition. Poured concrete steps are provided at 2 wall openings connecting the bays.

### **Walls**

Interior walls are generally exposed masonry (brick and block). The walls in the original building have an applied plaster finish (excluding inside the hose tower) which is partially delaminated and cracked on the south wall which was reported as being previously repaired.

The majority of the paint finish on the walls is in good condition but extensive peeling of the lower 24" +/- of the north and west walls is occurring. The lower portion of these walls is situated below grade level and deterioration is assumed to be moisture related. Extensive paint peeling along the lower portion of the interior north wall has been attributed to power washing activities inside the building.

The walls enclosing the radio dispatch room and exit stairs to the upper floor are framed gypsum wallboard partitions. Damage is prevalent due to the nature of the use of the space. Observed deterioration includes: damage caused by standing water on the floor (to drywall and wall framing), high humidity / moisture damage causing joint de-lamination and physical impact damage.

Two free standing steel columns are located between the 2 bays in the original portion of the building.

The columns extend to and below floor level. No corrosion of the bases of the columns was observed.

Steel columns in the addition incorporate poured concrete bases at floor level which protects them from standing water. All columns appear to be in good physical condition.

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## **Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

December 2015

### Ceiling

Ceilings are generally painted gypsum wallboard in fair to good condition. Humidity related paint peeling and joint de-lamination was observed in much of the south bay. Isolated areas of water damage from previous roof and/or plumbing leaks was also observed in other bays.

Several unsealed piping penetrations and un-repaired ceiling holes were also observed.

A portion of the ceiling in the centre bay is T-bar ceiling construction set at an elevation below the main ceiling. This suspended ceiling appears to be set below the original wood ceiling. Grid and ceiling tile staining as well as damage was observed. It is unlikely that the assembly is fire rated and does not seal the vehicle bay from the floor above.

Floor support beams (wood and steel) are partially exposed in the centre bay below the level of the gypsum wallboard ceiling. None of the beams are finished with gypsum wallboard or plaster to provide a fire resistance rating.

### Man Doors

There are 3 interior doors at this level.

- The door to former basement stair (now a storage closet) is a wood door in wood frame. It is functional but light duty.
- The door to the hose tower appears to be the original wood door and wood frame. It is also functional
- The door leading to the stairway (fire rated exit stair for 2<sup>nd</sup> floor) is a wood door in a wood frame. Door fit is poor, does not fully open (jamb on floor) and does not latch as required (sticks in door frame). Door and hardware are in poor condition.

### Exit Stair

Refer to "Second Floor".

### Bunker Gear Storage

Salvaged, former high school lockers have been re-purposed for use as bunker gear storage lockers. The metal lockers are well used, in functioning condition but possess neither the size / capacity nor durability required for storage of bunker gear. There does not appear to be adequate space within the building for purpose built bunker gear lockers (25 indicated as required).

A "jury rigged" system of pulleys and ropes is also used within the vehicle apparatus bays for hanging and drying of gear.

## 2nd Floor

The 2nd floor is generally comprised of offices, small storage rooms and a larger training / boardroom as well as a general staff lounge and the building's only washroom. The Owner's records indicate that the upper floor was thoroughly renovated and refinished in 1994.

### Floor / Flooring

The floor assembly has noticeable sagging but which is not uncommon for a building of its age. Except for the washroom, all rooms are finished with basic commercial grade, low pile, jute backed carpet. Based on the Owner's records, the carpet is 21 years old and is heavily worn (stained, wear patterns from foot traffic evident, unraveling).

The washroom is finished with residential grade sheet vinyl flooring in fair condition.

All areas are finished with painted, residential grade wood baseboard.

### Exit Stair

Carpet is used as a finish for the exit stair (risers and treads) leading from the main floor vehicle bays to the upper floor. Surface mounted, residential grade angle trims form the nosings. Flooring is in stained and heavily worn condition.

The stair assembly is wood framed. Staff expressed concern for the durability of the assembly and indicated that moisture damage to the framing, particularly at the lower landing level, may have occurred from past water leaks. They described the feel of the stair as "spongy".

Tread width is narrow and was measured at 9.25" (235mm) which is less than the current code requirement of 10" (255mm). Riser height is code compliant. The stairs are not formed with a projecting nosing and it was observed that some risers are not square to the tread and "kick out" at their base which is not code compliant.

A residential grade, wall mounted wood handrail is provided on one side of the stair (appropriate for the width of the stair) and no loose sections of railing or loose railing brackets were observed. Mounting height is code compliant.

Due to its limited durability, ease in which it is stained and in view of the semi-industrial occupancy of the building, replacement of the carpet with a slip resistant, easy to clean and maintain resilient flooring material with code compliant anti slip nosing should be considered.

### Walls

Interior wall finishes are generally either painted gypsum wallboard or painted residential grade wood paneling. All walls are in generally good condition except some of the applied paint applied to the wood paneling was observed to be peeling.

### Ceiling

Ceiling finishes vary.

- In the main staff lounge area and washroom, the ceiling is composed of a suspended T-bar ceiling system in fair to poor condition.
- The ceiling in the Training room and adjacent Chief and Deputy Offices is a stapled, 12" x 12" ceiling tile in good condition.
- A painted gypsum wallboard ceiling exists in Storage Room 2 and is in good condition.
- A plaster ceiling (assumed to be original) exists in Storage Room 1 and paint de-lamination, likely caused by a past roof leak, was observed.

### Man Doors

Interior man doors are residential grade, hollow core wood doors in wood frames with residential grade hardware. Fitment issues with some doors was observed and attributed to the uneven floor and/or dimensional changes to the wood doors/frames caused by seasonal high humidity. Doors are otherwise functional.

### Cabinetry

Cabinetry is minimal, of residential grade melamine construction and consists of a small vanity in the washroom and a small base cabinet housing a kitchen sink in the staff lounge. All components are in good condition but are light duty and are not expected to have a long, usable life span.



### **Hazardous Building Materials**

A Designated Substances Survey has not been completed for the building.

And while no direct observation was made of hazardous substances, based on the age of the building, there are likely materials present in the building which are considered "designated substances" (e.g. asbestos in plaster and/or 12" x 12" ceiling tile, lead paint, PCB containing light fixture ballasts, etc.).

### **Barrier Free Accessibility**

There is currently no barrier accessible entrance into the building.

There is currently no barrier free access between main and 2<sup>nd</sup> floor levels.

There is currently no barrier free washroom in the building.

### **Ontario Fire Code (OFC)**

The OFC contains The following observations may be considered as deficiencies relative to Part 2 "maintenance" requirements of the OFC:

- Numerous non-firestopped penetrations in the ceiling membrane between main and 2<sup>nd</sup> floor levels.
- Non closing fire rated door to ext stair at main floor.
- Damaged drywall forming the exit stair in south vehicle bay.

### **Ontario Building Code (OBC)**

The following conditions were observed and while permissible as existing conditions, are significant enough deviations from current code requirements to warrant comment:

- The exit stair serving the upper floor is open to 2<sup>nd</sup> floor (i.e. no door at the top stair) – the exit stair is required to be fire separated from the remainder of the building. The fire rating of the underside of the stair is incomplete inside the closet formed by the former basement stair.
- Overhead, storage compartments are contained and accessed from within the exit stair. Exits may not be used for any other purpose than for exiting (i.e. storage use prohibited) and access to storage compartments from within an exit is similarly not permitted.
- Gas fired appliances located in 2<sup>nd</sup> floor (i.e. HWT in WR, unit heater in Training Room) are not enclosed in a fire separated room.
- The floor assembly between the main and 2<sup>nd</sup> storey may not have the required fire resistance rating (exposed portions of beams not enclosed with fire rated construction) and currently contains breaches in the required fire separation (i.e. not fire stopped pipe penetrations, non-repaired holes in ceiling membrane).

## **Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

December 2015

- The hose tower interconnects the main floor and 2<sup>nd</sup> floor spaces. Neither the main or 2<sup>nd</sup> floor door into the hose tower is fire rated or equipped with self closing hardware. At least one of the 2 doors is required to be a labeled closure and is recommended to be equipped with weather stripping since the tower is open to vehicle bays on the main floor (i.e. to prevent migration of vehicle fumes).
- The existing wood guardrail affixed to the side of the stair inside the hose tower leading from to the top of the tower does not appear to meet structural loading requirements for “guards”. The structural capacity of the wood stair assembly is similarly called into question.
- The single fixture washroom is insufficient to service the occupant capacity of the building and further, separate washroom facilities for male and female occupants have not been provided. A separate washroom is required containing at least one additional water closet and sink.

End of Architectural BCS

# **Building Condition Survey - Haileybury Fire Hall**

## **Exterior Photos**

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A1 - East (front) Elevation



A2 - North Elevation



A3 - South Elevation (looking east)



A4 - South Elevation (tower)



A5 - West Elevation (looking north)



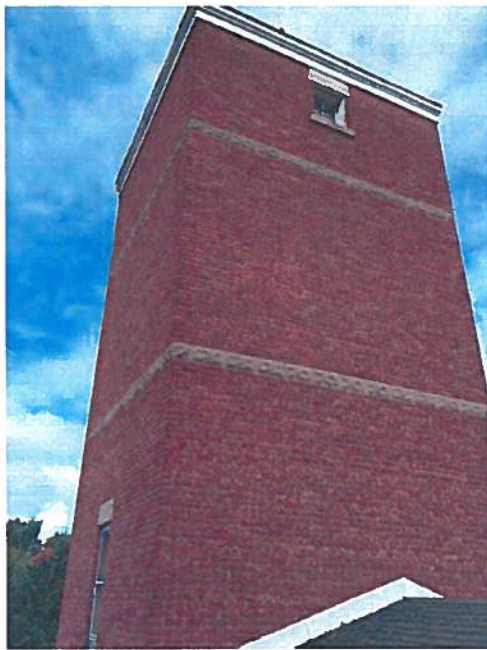
A6 - West Elevation (looking south)

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## **Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

October 2015



A7 – South & East Faces of Tower



A8 – West & South (partial) Faces of Tower



A9 to A12 – High Roof Shingles, South Side



A13 – Low Roof Shingles, East Side



A14 – High & Low Roof Shingles, North Side



A15 – Low Roof Shingles, West Side



A16 – Low Roof Shingles, West Side



A17 – Tower & Roof at North West Corner



A18 – Tower Roof, South Side



A19 – North Laneway Looking East



A20 – West Laneway Looking South

**Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

October 2015



A19 – South Laneway Looking East



A20 – South Laneway Looking West



A21 – East Driveway



A2 – East Driveway Looking North



A23 – North East Corner Looking North



A24 – North Laneway Looking West



A25 – North East Corner Looking South



A26 – North East Corner – Bell Monument

**Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

October 2015

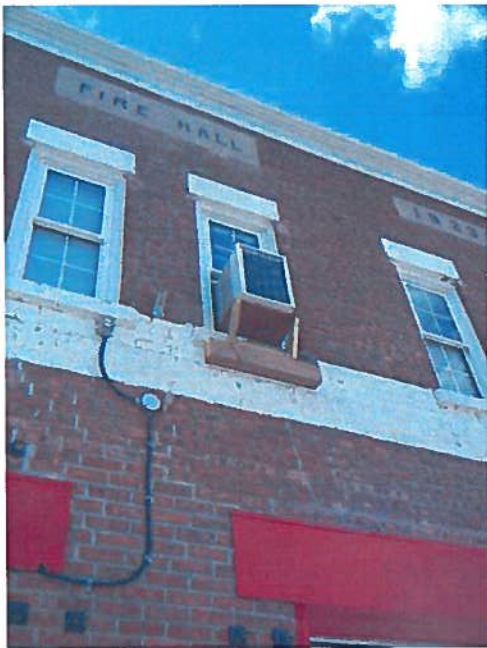


A27 & A28 – East Face, South End – Brick Cracking & Settlement / Previous Repair



A29 – East Face, South End Eavestrough

A30 – East Face, North End



A29 - East Face - A/C Unit Support



A30 - East Face, Addition



A31 - East Entry Door



A32 - Typ. O/H Door Operator Thru Bolts





A33 – O/H Door Head at original Building



A34 – East Face - Junction at Addition



A35 & A36 – O/H Door Jambs at Original Building



A37 & A38 – O/H Door / Foundation at Addition – North East Corner



A39 – O/H Door Damage at Addition



A40 – Parging Damage - Addition North Face



A41 – North Laneway Looking West



A42 – Foundation / Tanker Filler



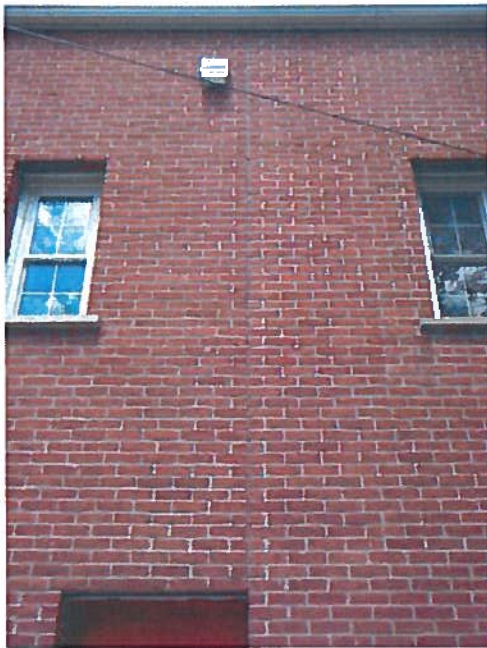
A43 & A44 – Exit Door North Face



A45 – Exit Door North Face Sill



A46 – Door Hardware West Face



A47 – West Face Masonry Control Joint



A48 – West Face 2<sup>nd</sup> Floor Windows



A49 – Open 'Soffit' West Face Windows



A50 – Parged Sill West Face Lower Floor



A51 & A52 – Thru Bolts / Ventilation Hood and Ventilation Louvre – West Face





A53 – Rough Brick Patching North Face



A54 – Unsealed Penetration West Face



A55 & A56 – Junction of Addition With Tower at South West Corner



A57 – New Brick Veneer Junction w/ Existing A58 – Typical Parging on West face

End of Exterior Photos

# Building Condition Survey - Haileybury Fire Hall

## Interior Photos

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A1 & A2 – East Wall / Ceiling – Original Building



A3 & A4 – North Wall – Original Building



A5 – South Wall – Original Building



A6 – Rear Wall Damage – South Vehicle Bay

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## Building Condition Survey - Haileybury Fire Hall

Project No. 215046

October 2015



A7 – South East Corner - Addition



A8 – Addition Along South Wall Looking West



A9 & A10 – Ceiling of South Bay – Original Building



A11 - Ceiling of South Bay – Original Building



A12 – South West Corner – Original Building





A13 & A14 – West End of Bay – Staff Work / Laundry Area and SCBA Filling Station



A15 – Back-up Generator

A16 – Interior Refuse Storage



A17 – Floor Drain Cover – Original Building

A18 – O/H Door Operators – Original Building



A19 – Water Damaged Drywall

A20 – Below Grade Paint Peeling – West Wall

**Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

October 2015



A21 – North Wall – Addition



A22 – Interior Steps North Wall Exit – Addition



A23 – Stair Entry to Vehicle Bays



A24 – Inside Former Dispatch Office



A25 - Hall to Former Basement Access Stair



A26 - Concrete Filled Basement Access Stair



A27 - Bunker Gear Drying Apparatus



A28 - South Wall - Plaster Delamination



A29 – Base of Column – Original Building



A30 – Base of Column (typical) – Addition



A31 – Overhead Door – Original Building



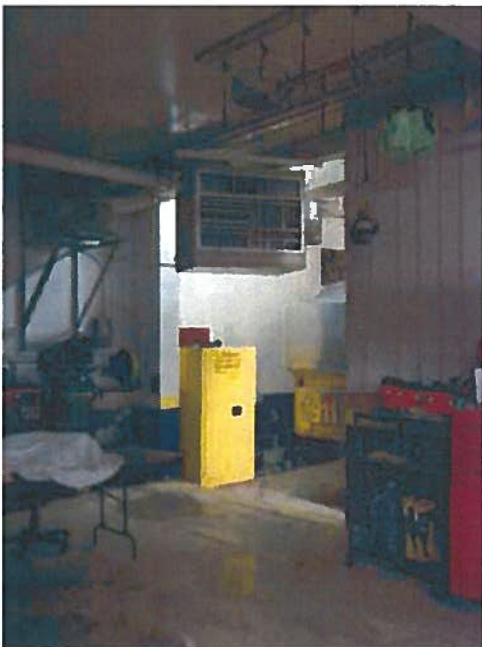
A32 – East Entrance Man Door



A33 – Typical Steps Down to Addition



A34 – Non-Firestopped Ceiling Penetration



A35 – Unit heater in Vehicle Bays



A36 – Water Damage / Paint Peeling Ceiling of Addition



A37 – Fire Rating Breach Vehicle Bays



A38 – Sloped Floor Slab at O/H Doors



A39 – Elect. Panel Cabinet – Hose Tower



A40 – Electrical Panels – Hose Tower



A41 & A42 – Interior Views of Hose Tower



A43 – Interior View of Hose Tower



A44 – Hose Rack – Top of Hose Tower



A45 – Hose Tower Ceiling / Wall Junction



A46 – Hose Hoist Suspension at Ceiling



A47 – Original Window Inside Hose Tower



A48 – Wood Stair up to Top of Hose Tower



A49 to A52 – Main to 2<sup>nd</sup> Floor Stair





A53 – Wall Damage at Bottom of Stair



A54 – Storage Compartment Inside Exit Stair



A55 to A58 – Second Floor Staff Lounge Area



A59 to A60 – Second Floor Staff Training Room



A61 to A62 – Second Floor Staff Training Room



A63 – Second Floor Washroom Entrance



A64 – Gas Hot Water Tank in Washroom



A65 – Second Floor Washroom Vanity



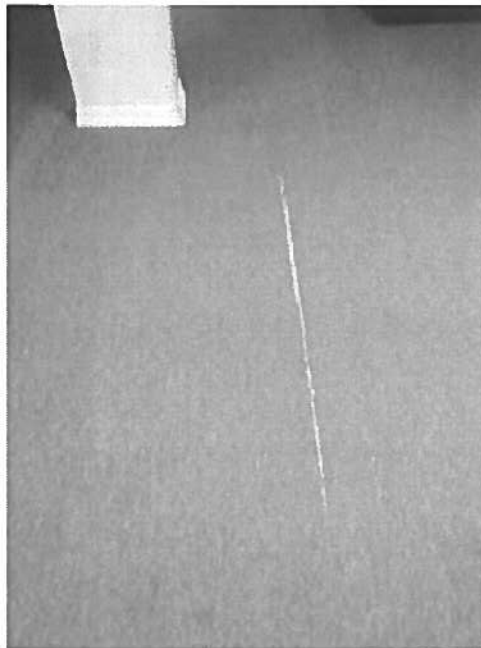
A66 – Washroom Ceiling / HWT Vent



A67 – Gas Fired Unit Heater in Training Rm.



A68 – Typical Window in Training Room



A69 & A70 – Deteriorated Carpet in Training Room



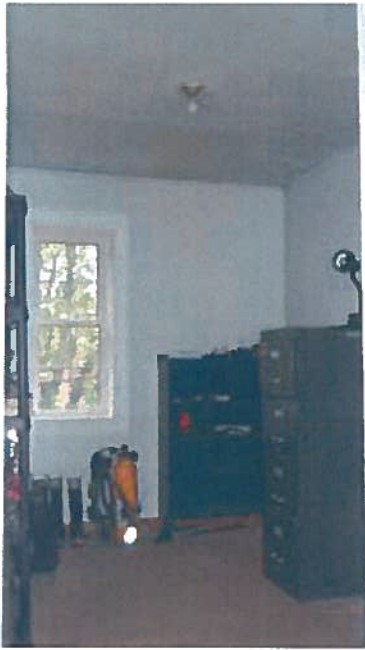
A71 & A72 – Deputy Chief's Office



A73 – Inside Chief's Office



A74 – Typical Window in Chief's Office



A75 – Inside Second Floor Storage Room



A76 – Delaminating Ceiling in Storage Room



A77 – Original Window in Washroom Providing Access to Attic of Addition



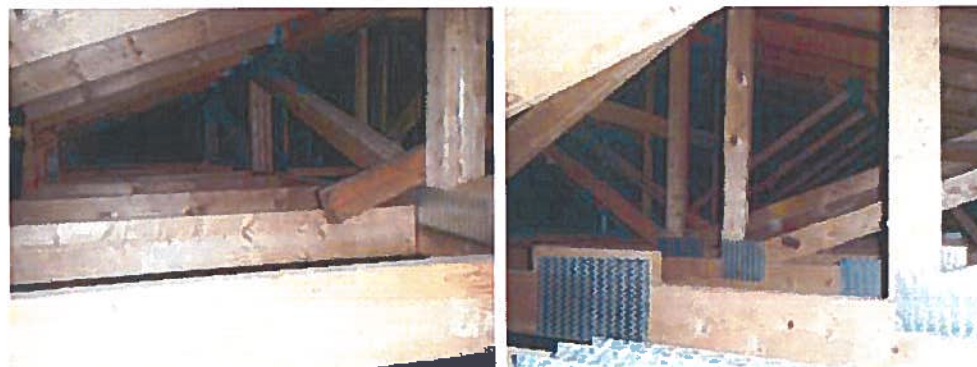
A78 – View of Attic Through Access 'Window'



A79 & A80 – View of Original Hopped Roof Attic (Tower wall in Background)

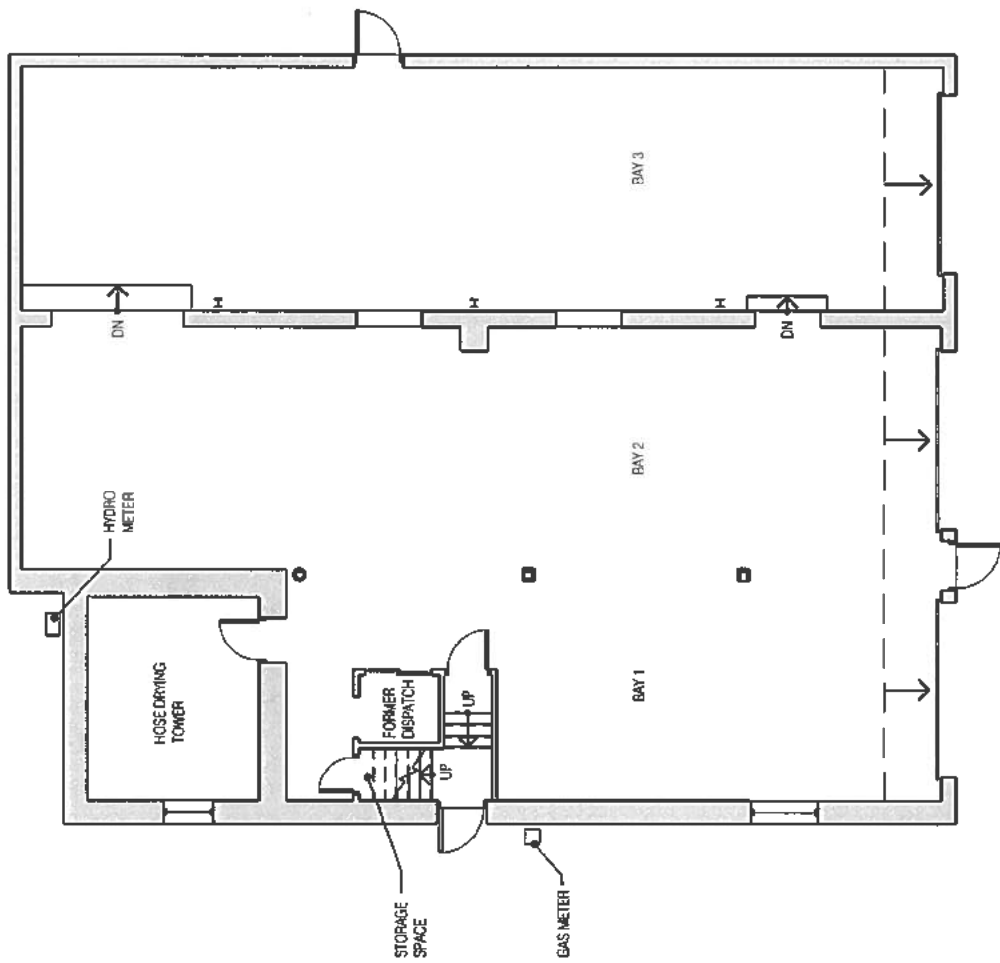


A81 & A82 – View of Original Hopped Roof Attic



A83 & A84 – View of Attic Inside New Trussed Roof

End of Photos

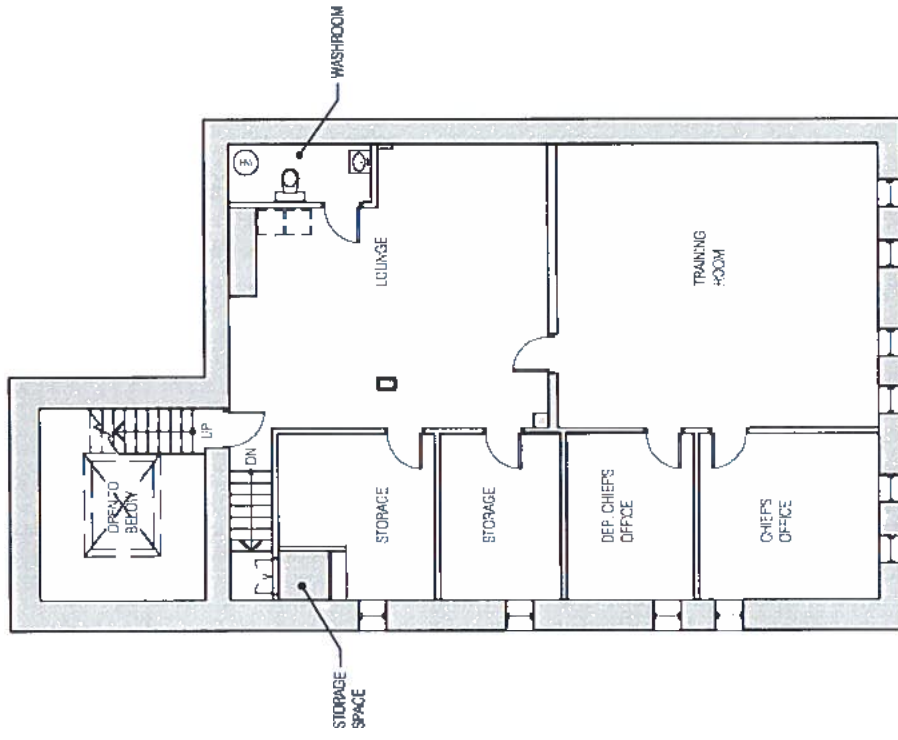


**Existing First Floor Plan  
Haileybury Fire Hall**

Scale:	1/8" = 1'-0"	Ref.:	
Project No:	21504-6		
Library No:	215046-Base Floor Plans	Section:	
Date:	December 2015	No:	
Drawn By:	BD		

Local Architects Inc.  
1225 Van Street East  
North Bay, ON P1D 1A8  
705.474.0750

**EFP-1**

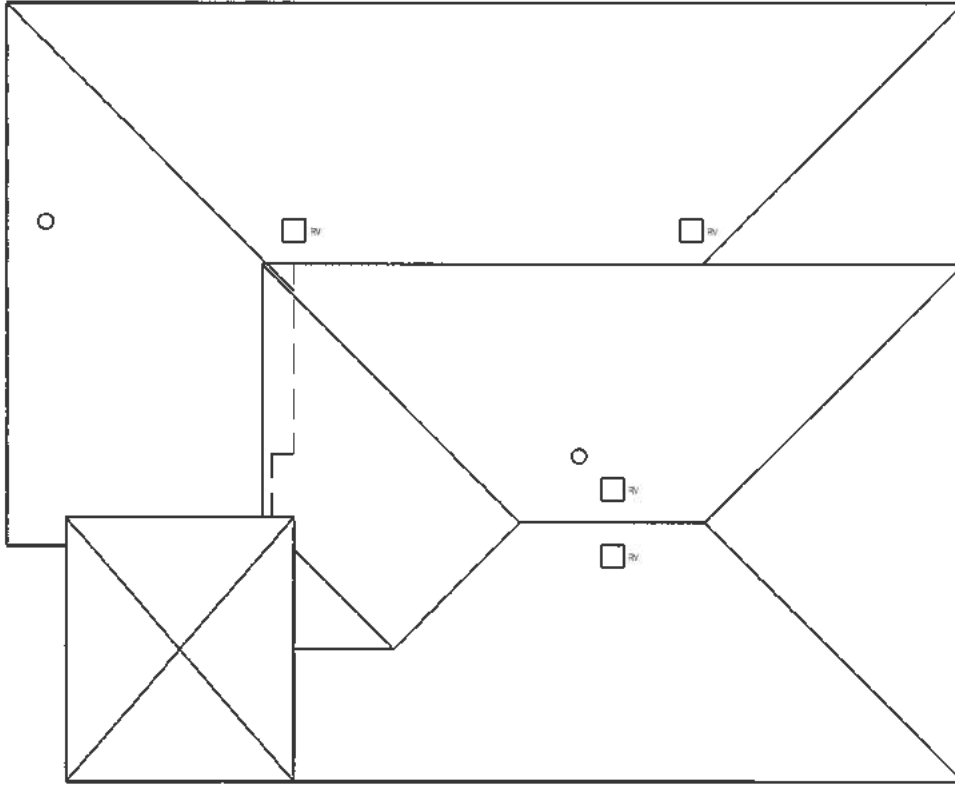


Merrill Lynch, Pierce, Fenner & Smith  
 1225 North Street East  
 North Bay, ON P1D 1A8  
 705.474.2200

**Existing Second Floor Plan  
 Haileybury Fire Hall**

Scale:	1/8" = 1'-0"	Ref.:	
Project No.:	215046		
Library No.:	215046-Base Floor Plans	Section:	
Date:	December 2015	No.	<b>EFP-2</b>
Drawn By:	BD		





MAAI Architects Inc.  
 1525 Main Street East  
 North Bay, ON P1B 1A8  
 705.474.3250

**Existing Roof Plan  
 Haileybury Fire Hall**

Scale: 1/8" = 1'-0" Ref.:  
 Project No: 215046  
 Library No: 215046-Base Floor Plans Section:  
 Date: December 2015 No:  
 Drawn By: BD

**ERP-1**



**Structural Condition Evaluation of**

**HAILEYBURY FIRE HALL  
468 GEORGINA AVE**

**HAILEYBURY, ONTARIO**

**JANUARY 4, 2016**



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**TABLE OF CONTENTS**

1. General Description .....3

2. Executive Summary .....3

3. Scope of Work.....3

    3.1 Authorization .....3

    3.2 Mandate .....3

    3.3 Survey Method .....4

    3.4 Information Provided .....4

4. Observations and Discussion.....4

    4.1 1923 Building.....4

    4.2 1971 Addition .....9

5. Recommendations .....10

    5.1 Expose framing at stair leading to Second Floor [immediate] .....10

    5.2 Confirm hoist support structure in the Hose Drying Tower [immediate] .....10

    5.3 Analyse capacity of platform and stair framing in the Hose Drying Tower [0.5 years] .....10

    5.4 Replace shingles and review roof ventilation [0.5 years] .....10

    5.5 Replace or reset newer concrete window sills on south face [5 years] .....10

    5.6 Exterior masonry repairs [5 years] .....11

    5.7 Add waterproof membrane to 1971 foundation [10 years] .....11

6. Future Considerations.....11

## 1. GENERAL DESCRIPTION

The Haileybury Fire Hall is a 2-storey building with a total area of approximately 5,100 square feet. It is our understanding that it was constructed in 1923, after the original Fire Hall was destroyed by fire in 1922. Structural systems generally consist of wood-framed roofs and a Second Floor level supported on a combination of multi-wythe masonry walls and steel columns.

A single-storey garage addition was constructed on the north side of the fire hall in 1971. No openings were created in the existing gypsum ceiling in this building, so it was not possible to definitely confirm the existing structural systems. However, we anticipate that the roof is wood-framed bearing on a combination of structural steel beams and columns against the original building.

Both buildings have shingled, sloped, wood-framed roofs thought to have been added in 1998 (per the Owner) above the existing flat roof systems.

Extensive remedial work was performed in 2003 and again in 2013 to address deterioration in the original brick masonry on the south face of the building and excessive settlements in the ground floor slab (which was originally suspended over a crawlspace / partial basement) respectively.

## 2. EXECUTIVE SUMMARY

The Haileybury Fire Hall is generally in fair condition throughout with select areas verging on poor condition. Aside from some concerns with the wood-framed stairs and upper platform in the hose-drying tower, we do not have any immediate structural concerns with the building. Further investigation and analysis of these items is recommended with the expectation that some compensating construction will be necessary.

Generally superficial repairs are recommended on the exterior face of the brick masonry walls of the original 1923 building to mitigate water infiltration and continued deterioration.

Given the age and designation of the building as being of post-disaster importance, we anticipate that any future renovations that reduce the performance level of the structure will require extensive compensating construction. If necessary, independent additions are recommended in lieu of structural modifications to the existing building.

## 3. SCOPE OF WORK

### 3.1 Authorization

This report was prepared by Steve Cairns, P.Eng. of A2S Associates Limited at the request of John Weinhardt of Mitchell Architects Inc. for the purpose of determining the general condition of the existing building structure.

### 3.2 Mandate

The purpose of our review is to complete a walk-through of the existing building to facilitate a visual inspection of a rational sampling of building finishes, components (where applicable) and structural elements (where possible) so as to develop an opinion on the condition of the existing structural systems based on previous and current uses. This scope of work does not include an exhaustive review of observed conditions against all building code requirements, by-laws or other legislative requirements, all of which can change over time and may or may not retroactively apply to the building.

Our review does not include the removal of material (including finishes), exploratory probing or the use of specially equipment unless specifically noted in our report.

Unless specifically noted, no structural analyses were performed on any component of the existing building structure. A2S Associates Limited assumes no responsibility or liability for the adequacy of the original structural design or the current capacity of the structural systems.

Only conditions observed and noted in our report can be assumed to have been reviewed during our walk-through. All conclusions and/or recommendations pertaining to the condition of the building structure are based on extrapolations and interpolations of the conditions observed.

This report is intended to be read in its entirety, including the scope of work, limitations and all appendices. No part of this report should be read in isolation or taken out of the context of the complete report.

### 3.3 Survey Method

The building was reviewed by Steve Cairns, P.Eng. of A2S Associates Limited on July 21, 2015. During our review, the weather was generally overcast with an ambient air temperature of approximately 19°C.

### 3.4 Information Provided

The Owner provided photos taken in August 2000 that show the excavation against the south face of the 1923 building to facilitate the construction of new foundations and brick veneer.

Existing documentation pertaining to the original construction, addition, subsequent renovations or condition evaluations were not available for our use.

The Owner's representative described the buildings' history and general performance during our site review. We cannot attest to the integrity, knowledge or accuracy of the persons interviewed.

## 4. OBSERVATIONS AND DISCUSSION

### 4.1 1923 Building

#### 4.1.1 Roof Framing Systems

We were able to access the attic through a ceiling hatch at the top of the stairs leading to the second floor, immediately east of the hose-drying tower. Our review was limited to the structure in this immediate area as it was not practical to crawl through the attic due to the limited headroom. We anticipate that the framing observed at this location is similar throughout the building. Additional removals of the ceiling finishes would have to be performed to confirm this assumption.

While the attic generally appeared to be dry at the time of our review, we noted evidence of exposure to moisture (i.e. water staining) on all framing members reviewed. Despite the exposure to moisture, we did not identify any obvious signs of deterioration due to dry rot at this location.

The roof structure generally consists of sloping 2x6 rafters spanning between wood dwarf-walls supported on rough-sawn timber ceiling joists. Based on bulkheads observed in the ceiling finishes, we suspect that the ceiling joists

span north-south between the load-bearing masonry walls on the building perimeter and either wood or steel beams on the building interior.

The Owner confirmed that a new flat-plate wood truss roof (including sheathing and shingles) was installed above the original rafters in 1998. During our review, we noted that the slopes on the shingled portion of the roof do not match those observed in the sloped rafter below, corroborating this account. The newer truss framing was not reviewed during our site visit as it was not visible. Drawings detailing the addition of the trusses were not available, and as such, we cannot confirm if a professional engineer was involved in the work. Adding trusses to an existing roof can alter how loads are transmitted to the structural elements below and can lead to overstresses if not done properly. As noted earlier, we could not perform a visual review of these trusses and therefore cannot confirm if they are appropriately situated on the existing roof structure.

While the majority of the asphalt shingles on the roof appeared to be in fair condition, we noted that those immediately east of the tower, on the south slope of the roof, are severely deteriorated and likely unable to adequately protect the structure below from exposure to moisture. We suspect that this localized and accelerated deterioration is caused by excessive baking in the shingles resulting from a combination of excessive heat loss, exposure to moisture and poor ventilation in the roof. The attic access hatch is immediately below this location, which represents a discontinuity in the insulation and vapour barrier installed elsewhere at the ceiling level. This could account for the relatively localized damage as the lack of insulation and vapour barrier at the attic hatch would exacerbate conditions associated with premature shingle deterioration.

The baked shingles should be removed to expose the structural sheathing below such that it can be reviewed for signs of damage resulting from excessive exposure to moisture. If the sheathing is confirmed to be in poor condition at this time, it should also be removed to facilitate an inspection of the flat-plate wood trusses below.

Moss and/or lichen appears to be growing on the north slope of the roof that abuts the hose-drying tower and the remainder of the west slope of the roof at the northwest corner of the building (including over the 1971 addition). The north and west sides of roofs often receive less direct sunlight than the south and east faces and can promote moss and/or lichen growth in moist conditions, which is what we believe is happening here. The growths can absorb moisture and expose imperfections in the roof, putting the structure at risk. While it is possible to clean such growths off the shingles, given the age of the roof and damage observed at other locations, we recommend replacing the shingles at these locations.

#### 4.1.2 Second Floor Framing

We could not definitively confirm the structural systems in the Second Floor during our review. However, based on the performance of the floor during our site visit, we anticipate that the structure consists of wood joists spanning between the masonry walls around the perimeter and a combination of wood and steel beams on the building interior.

The floor generally felt uneven and creaked noticeably under load. While we did not specifically note any excessive deflections in the floor during our review, we noted cracking in the finishes below at roughly the mid-span of the floor joists on the south half of the floor. Cracking of this nature can be caused by excessive deflections in the structure when the floor is heavily loaded, as we suspect it might be during a training session.

The northeast corner of the floor framing appears to have been reinforced with a combination of structural steel and wood beams below, the purpose of which we could not definitively confirm during our review. We did note that each of the steel and wood beams appear to have been extended north by approximately 24". While the extensions do not

represent a structural concern in our opinion, it is not obvious why they were necessary. It is possible that the original fire hall was not completely destroyed by fire in 1922 and some of the original structure was salvaged but did not quite fit the dimensions of the new building; however, we did not observe any evidence of fire damage or staining during our review. If we did not have a picture of the original fire hall taken in 1923, we might think that the north wall was demolished and reconstructed at the current location necessitating an extension of the floor structure. Again, while not an obvious structural concern, the extensions represent more of an oddity that may be better explained by removing the existing ceiling finishes below the floor. There is no current structural reason to remove said finishes at this time.

The wood stair leading up to the Second Floor deflected noticeably under use and did not feel as robust as would be expected of a stair that met the requirements of the Ontario Building Code. Exist stairs are required to be capable of safely supporting a live load of 100 psf. We suspect that the stair was not designed to this standard and was most likely constructed in a manner more appropriate for residential dwellings. We recommend exposing the stair framing to confirm these assumptions, with the ultimate expectation that the stair will have to be reinforced or replaced.

#### 4.1.3 Hose-Drying Tower Roof

The lowest level of the roof framing is exposed and was reviewed during our visit. Two built-up wood beams spanning east-west are pocketed into the tower masonry walls with rough-cut timber joists spanning north-south above. The joists appeared to stop short of the masonry and are not pocketed. Painted sheathing (probably plywood) spans above the joists.

While we did observe some signs of water-staining on the joists, we did not identify any obvious signs of deterioration that would cause reason for immediate concern.

A pulley and hoist rope is connected to the roof framing by steel chains wrapping up through holes in the sheathing above the visible joists. We could not confirm if this chain is secured to another level of structure above the sheathing or if it is simply fastened to the sheathing only. Given the unknown conditions above the visible portion of the roof, we propose that the safe load-carrying capacity of the hoist is unknown/questionable and should be confirmed prior to continued use.

#### 4.1.4 Hose-Drying Tower Platform

The platform framing is visible from the Ground Floor level and consists of built-up timber beams and rough-cut joists similar to that observed at the tower roof. A wood stair with two stringers and what appear newer wood treads provide access to the platform from the Second Floor.

We did not observe any obvious signs of deterioration in the wood framing due to moisture exposure through the masonry walls.

As the stair from the Second Floor to the hose-drying tower platform is not associated with a building exit, it can be considered a service access and therefore is not required to be designed for a live load of 100 psf like the stair from the Second Floor to the Ground Floor. That said, there was still a general sense of unease on the stair and it deflected noticeably during use.

Further investigation and analysis is recommended to confirm the capacity of the stair and platform structures.

JANUARY 4, 2016

#### 4.1.5 Ground Floor and Foundations

A concrete slab was observed throughout the ground floor in the 1923 building. We noted that it was generally uneven with some cracking throughout.

It is our understanding that the Basement level was infilled with concrete in 2013 to address on-going issues with water infiltration through the basement walls, excessive settlements/deflections in the suspended slab at the Ground Floor and the collapse of the stair to the basement. We further understand that a professional engineer was retained to oversee the work.

The introduction of such a large mass of concrete could cause new settlements to occur in the soils supporting the building foundations (assuming that the building is not bearing on bedrock). While we would anticipate that settlements below the 1923 building would be generally uniform and might not manifest in damage to the structure (i.e. cracks in the walls), there is a higher probability that the 1971 addition will settle more against the original building that it may on the north side. This differential settlement could cause new cracks to form in the masonry walls and potential deterioration associated with increased water infiltration. Settlements in earth usually occur over a number of years and rarely result in abrupt changes, so we do not have any immediate structural concerns. We do, however, recommend that the building be monitored regularly with the intent that any new cracks be identified and addressed before a structural problem develops.

Photos taken of an excavation along the south face and southwest corner of the building in August 2000 (provided by the Owner) show that the foundations generally consist of cast-in-place concrete. We could not identify a discernible footing in the pictures nor could we confirm the bearing strata. The concrete foundation wall generally appeared to be in fair condition, however we note the absence of a waterproof membrane or damp-proofing on the face of the foundation.

We did not identify any significant cracking at the tops of the foundation walls during our review.

#### 4.1.6 Building Exterior

Where exposed, the perimeter walls appear to consist of an interior wythe of concrete masonry units with multiple wythes of clay brick masonry on the exterior face. We suspect that all masonry units are contributing to the structural capacity of the wall, are uninsulated and do not have a vapour barrier as was common practice at the time of construction.

The hose-drying tower walls appear to transition to multi-wythe brick masonry above the platform level.

The original brick masonry on the exterior of the building was observed to generally be in fair condition where visible on the north and west faces and on all exposed faces of the hose-drying tower. Brick units are weathered, but generally intact with widespread erosion of the mortar joints throughout. We did not identify any significant cracking in the masonry walls on the south, west or north (where visible on the building interior) faces of the building.

As the wall assembly does not include a waterproof membrane, the integrity of the exterior brick wythe is critical to controlling moisture within the walls and mitigating water infiltration into the building interior. Deteriorated mortar joints allow more moisture into the wall assembly, which can accelerate deterioration of the joints and masonry units due to freeze-thaw cycling. We recommend repointing the joints in the masonry to mitigate moisture infiltration and associated deterioration. The joints should be repointed with a soft, lime-rich mortar rather than the Portland cement



mortar widely used in construction today. As the walls do not have a waterproof membrane, it is imperative that the mortar be allowed to "breathe" and permit moisture to migrate through the masonry assembly, which may seem counter-intuitive when compared to rainscreen wall assemblies used in modern construction.

Whereas the rainscreen principle works to keep moisture away from the building structure by providing a capillary break and drainage layer in front of a waterproof membrane, mass-masonry walls work by allowing moisture in and out of the assembly through the masonry units and mortar joints. Repointing the joints with the a less permeable mortar could effectively trap water in the assembly, increase the moisture content of the masonry and result in accelerated freeze-thaw damage. As the masonry walls are load-bearing and can be sensitive to moisture, we strongly recommend consulting with a Building Envelope Specialist prior to adding any insulation, cladding, membranes or vapour barriers to the existing masonry walls.

We noted evidence of extensive repairs in the brick masonry on the east face of the building. The masonry in the southeast corner of the building appears to have been rebuilt, likely in 1971, as the brick is similar to that used in the addition. Large cracks in the masonry above the overhead doors and windows above the Second Floor appear to have been re-pointed. The cracks do not appear to have worsened since the repair, which is still generally intact.

Cracks observed on the east face of the building are consistent with those associated with settlements in the foundation in our opinion. While not currently indicative of a structural concern, worsening of the cracks suggests continued building movement and/or inadequate stiffness to resist loads due to high winds and should be reviewed by a professional engineer.

A new foundation and brick veneer was added to the south face of the building in 2000 to address concerns with the condition of the existing brick masonry. Photos of the south wall taken prior to the installation of the new brick show extensive deterioration in the mortar joints, spalled brick units and severely deteriorated concrete window sills. It is our understanding neither an architect nor professional engineer was involved in this remedial work.

While the new veneer appears to be in good condition and is likely helping to mitigate water infiltration through the surface, it could hinder the ability of the original masonry wall to allow moisture out of the assembly that may be present due to leaks in the roof or water vapour infiltration from the building interior. We did note a gap of approximately 1" between the veneer and original masonry at openings, so it is unlikely that the face of the original masonry is effectively sealed, but we anticipate that the rate of water evaporation will have decreased.

The obvious concern with the newer brick veneer is that it is now hiding a structural element (the existing brick) that has a history of advanced deterioration that was never addressed. Any continued deterioration of the original masonry will proceed unchecked, possibly only becoming apparent once a serious structural deficiency has manifested. Any new cracks that develop in the masonry veneer should be investigated immediately to confirm that the masonry walls beyond are not in distress.

In our opinion, a more appropriate remedial strategy for the south wall would have been to replace damaged masonry units and concrete sills and repoint the joints as described earlier in this report.

We noted that one of the newer window sills on the south face of the building did not have a positive drip edge, which can result in additional exposure to moisture in the masonry immediately below the window. We also identified another newer concrete sill on the south face that appeared to be sloping toward the window, which can result in additional water infiltration into the building. We recommend replacing and/or resetting both sills.

JANUARY 4, 2016

## 4.2 1971 Addition

### 4.2.1 Roof Framing Systems

The addition appears to be framed with load-bearing concrete masonry walls on the north, east and west sides and a line of structural steel columns and beams on the south side, tight to the original building. We noted regularly spaced bolts on the top flange of the steel beams, suggesting the presence of a wood nailer and therefore a wood-framed roof structure spanning north-south between the structural steel and masonry walls is anticipated. None of the existing gypsum ceiling finishes were removed to confirm the roof framing.

Similar to the 1923 building, a new flat-plate wood truss roof system was installed over the original flat roof structure in 1998. There is no access to the attic space from below.

As mentioned previously, we noted moss and/or lichen growing on the shingles over west half of the 1971 roof. This area of the roof receives direct sunlight later in the day and therefore will be generally cooler than the remainder of the roof. In conjunction with access to moisture, the conditions could be suitable for such growths. Moss/lichen will retain more moisture on the roof, which could result in leakage at weak points shingles. We recommend replacing the shingles on the west slope of the roof and reviewing the condition periodically to permit proper cleaning of the shingles should moss/lichen continue to grow.

The roof trusses have a very small overhang beyond the perimeter walls, which leaves little space for ventilation through the soffit. Poor ventilation can lead to ice-damming on the roof and accelerated deterioration of the shingles. We recommend that the ventilation of the attic space be reviewed further.

### 4.2.2 Ground Floor and Foundations

The Ground Floor in the addition is roughly 16" lower than the grade at the north end of the building and the Ground Floor in the 1923 building.

Evidence of water infiltration (i.e. peeling paint) through the concrete masonry foundation wall was observed at and around the door on the north face of the addition. While not excessive and not representative of a structural concern at this point, it is indicative of an improper or failed moisture barrier on the exterior of the wall. We recommend the installation of a proper waterproofing membrane on the exterior face of the foundation walls to prevent further moisture ingress and mitigate the risk of deterioration due to freeze-thaw action in saturated masonry.

What could be seen of the concrete floor slab (a large, fire engine was parked within the building) appeared to be in good condition with minimal cracking and no significant settlements observed.

### 4.2.3 Building Exterior

With the exception of a few specific locations, the brick was generally in good condition throughout. Unless noted, no spalled brick units were noted and the mortar appeared to be intact and generally un-cracked.

A series of steel bolts have been secured through the concrete and brick masonry at the west face of the building. Each bolt is corroding and the masonry in contact has spalled, likely due to expansion of the corrosion product on the steel. We recommend detaching the bolts, replacing the damaged masonry units and repointing the masonry to reinstate the cladding.

Cement parging was observed on the foundation wall on all sides of the addition. We noted peeling paint and generally slight cracking throughout, which is common for thin cement exposed to the elements for more than 40 years. As mentioned previously, signs of water ingress within the building suggest that the parging is no longer adequate to control the influx of moisture and should be replaced/repared, or better still, a waterproof membrane added.

## 5. RECOMMENDATIONS

Where noted, recommended time-frames for further investigation/remediation are provided using the following scale: immediate, within 1 year and within 5 years. Time-frames provided are not to be construed as the definitive remaining life-span of a particular system, but rather to help identify the urgency of a particular recommendation.

### 5.1 Expose framing at stair leading to Second Floor [immediate]

The wood-framed stair was noticeably uneven and deflected under use during our review. These indicators suggest that the stair has not been designed to accommodate the minimum live load of 100 psf prescribed by the Ontario Building Code for exiting stairs. We anticipate that the stair will ultimately have to be reinforced or replaced (as appropriate) to meet minimum safety requirements.

### 5.2 Confirm hoist support structure in the hose-drying tower [immediate]

If the hoist is still in use, we recommend immediately exposing the structure above the chain sling to confirm that it is adequately supported and safe. If the hoist is no longer in use, we recommend removing the rope from the block to ensure that it cannot be used until such time that it can be exposed, reviewed and reinforced as necessary.

### 5.3 Analyse capacity of platform and stair framing in the hose-drying tower [within 1 year]

The wood-framed stair deflected noticeably during use and should be analysed to confirm it is appropriate for the anticipated loads. The stair stringers frame into a single joist at the platform level. While not representative of an immediate structural concern on inspection, we recommend that the condition be analysed to confirm that the joist can support the weight of the stair and any occupants.

### 5.4 Replace shingles and review roof ventilation [within 5 years]

The shingles on the 1923 building, immediately east of the hose-drying tower, had deteriorated to the point where they were no longer providing adequate protection from moisture to the structure below. It is our understanding that the shingles were removed and replaced by the Owner since our review. We further understand that the sheathing was severely deteriorated at this location and was similarly replaced. Comments from the Owner note that the flat-plate wood truss structure below the sheathing was not showing any signs of deterioration and water-staining was minimal.

We recommend replacing the shingles on the northwest corner of the 1923 building and west half of the 1971 addition due to the presence of moss/lichen growth on the surface. These growths can retain higher levels of moisture on the roof, which can lead to infiltration and deterioration of the structure if left unchecked.

Poor ventilation in the roof can result in ice-damming, which can result in premature deterioration of the shingles and lead to water infiltration. Further review is recommended to confirm if there is adequate ventilation in the attic space.

#### 5.5 Replace or reset newer concrete window sills on south face [within 5 years]

Improper slope and missing drip edges were identified at two window sills. Both conditions promote water infiltration into the building and should be remediated by either replacing or resetting (if possible) the existing concrete sills.

#### 5.6 Exterior masonry repairs [within 5 years]

All exposed surfaces of the original brick masonry are in need of repointing with an appropriate mortar to address the erosion that has occurred over the past 90 years. Regular maintenance of historical masonry buildings is required to control water infiltration and repointing should be anticipated every 20-25 years as part of regular building maintenance.

#### 5.7 Add waterproof membrane to 1971 foundation [within 5 years]

Continued water infiltration through the foundation walls could result in freeze-thaw damage to the concrete masonry units. Re-applying parging to the wall should help to mitigate water infiltration but the installation of a waterproof membrane is preferred and should result in lower maintenance costs over the long-term.

### 6. FUTURE CONSIDERATIONS

As the original building was constructed prior to the introduction of the first National Building Code of Canada (NBCC) in 1945, it is unlikely that modern structural concepts and procedures (such as snow accumulation adjacent to roof obstructions and out-of-plane loads due to high winds or earthquake) were considered during design to the same degree that they are today. This is not to say that the existing structure is unsafe, but rather to acknowledge that building codes and the science of structural engineering have advanced significantly over the years. While the building has 92 and 42 year histories of generally adequate performance (notwithstanding the deficiencies noted herein and necessary remedial measures carried out in the past), they might rely on secondary and/or non-structural components to withstand all applied loads. The contribution of these secondary systems are often difficult to quantify and analyse in conjunction with the primary structural systems, which can complicate structural works in existing buildings.

*Structurally significant*<sup>1</sup> modifications to existing structural systems or the application of new, *structurally significant* loads to existing buildings can result in a *reduction in performance level* of the structure. Current editions of the NBCC and the Ontario Building Code (OBC) require that compensating construction be provided to accommodate all reductions in performance level, which can be a challenge in buildings that were designed either to older codes or before the existence of codes. Large scale changes to a building, such as a seismic retrofit, for example, can be time-consuming and costly and are usually avoided when possible or limited by budget.

Structural modifications to this particular building are further complicated by the occupancy (first-response fire-fighting) and associated designation of the building as being of *post-disaster importance* as defined in clause 1.4.1.2 of the OBC. This designation is applied to buildings housing critical services that would be necessary by the community in the event of a disaster that may render other buildings inoperable. To accommodate such

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<sup>1</sup> The term "structurally significant" is unfortunately not defined in either the NBCC or the OBC. Both codes note that any structural modification or addition of new load resulting in a reduction in performance level of the structure, which is generally agreed to be unreasonably restrictive within the design community. We have worked with the Chief Building Official in numerous jurisdictions where a 10% reduction in structural performance (either due to modifications or application of new load) is seen as the point where a reduction in performance level, as defined by the NBCC/OBC, need be considered.

JANUARY 4, 2016

STRUCTURAL CONDITION EVALUATION  
HAILEYBURY FIRE HALL – HAILEYBURY, ONTARIO

circumstances, post-disaster buildings are designed to higher standards (higher loads due to snow, wind and earthquake) than *normal importance* buildings.

It is highly unlikely that the existing structure would meet the minimum requirements of a modern post-disaster building. It is our interpretation of the NBCC/OBC that any compensating construction necessary to accommodate a reduction in performance level of a structure must be designed in accordance with the NBCC/OBC in force. These requirements could result in extensive upgrades throughout the existing building in the event of a reduction in performance level.

Common situations where a reduction in performance level is realized in an existing building include (but are not limited to): new roof obstructions or higher adjacent roofs causing snow accumulations, prevention of snow sliding off sloped roofs, installation of heavier roofing systems, removals in or of existing load-bearing walls and the addition of new buildings connected to the existing structure. Should future additions be proposed to the building, we strongly recommend ensuring that each addition is independent and separated from the existing structures with an expansion joint to ensure that no new loads are passed to the existing structure, which would constitute a reduction in performance level.

—

We trust that the enclosed information is adequate for your current needs. Please do not hesitate to contact us with any further questions or comments.

Sincerely,

  
Steve Cairns, P.Eng.  
A2S Associates Limited



Attachments: Appendix A – Photos (14 pages)  
Appendix B – Limitations (1 page)

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**APPENDIX A – PHOTOS**



*Figure 1: East face and northeast corner of the Haileybury Fire Hall circa 1923.*



*Figure 2: East face of the Haileybury Fire Hall circa 2015.*



Figure 3: Attic above the 1923 building. East face of the hose-drying tower shown.



Figure 4: Attic above 1923 building looking north.



Figure 5: Exposed ceiling joists, insulation and vapour barrier in 1923 roof.



Figure 6: West half of roof. Note shingle deterioration and moss/lichen growth beyond.





*Figure 7: Southeast corner of roof on 1923 building.*



*Figure 8: Advanced shingle deterioration east of hose-drying tower.*



Figure 9: Second Floor common area.



Figure 10: Beams below north half of Second Floor.



*Figure 11: Steel beam extension beam below Second Floor.*



*Figure 12: Cracking and peeling ceiling below south half of Second Floor.*



Figure 13: Hose-drying tower roof framing and hoist block.



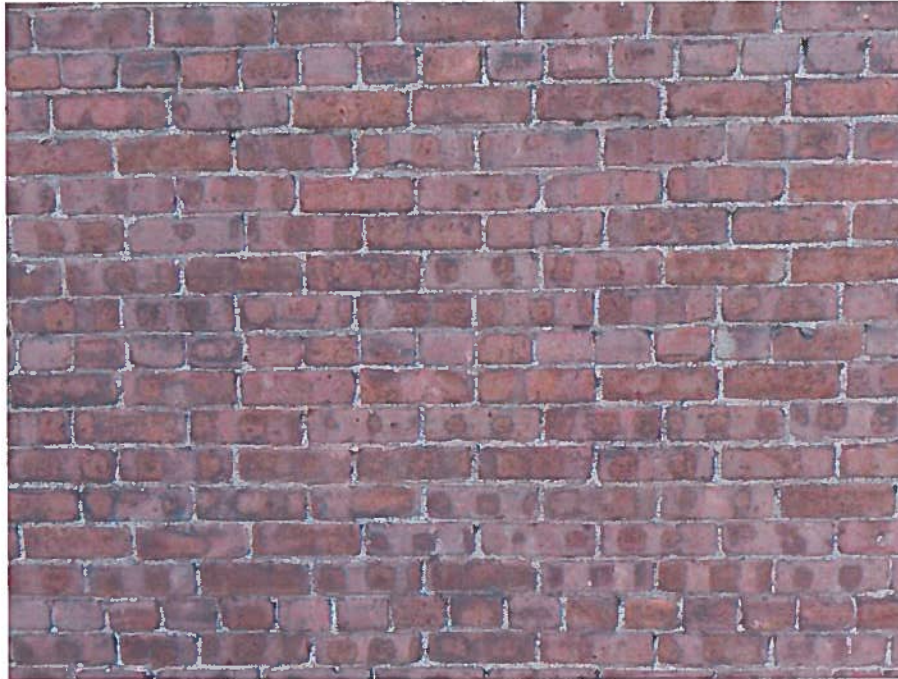
Figure 14: Hose-drying tower platform framing and access stair.



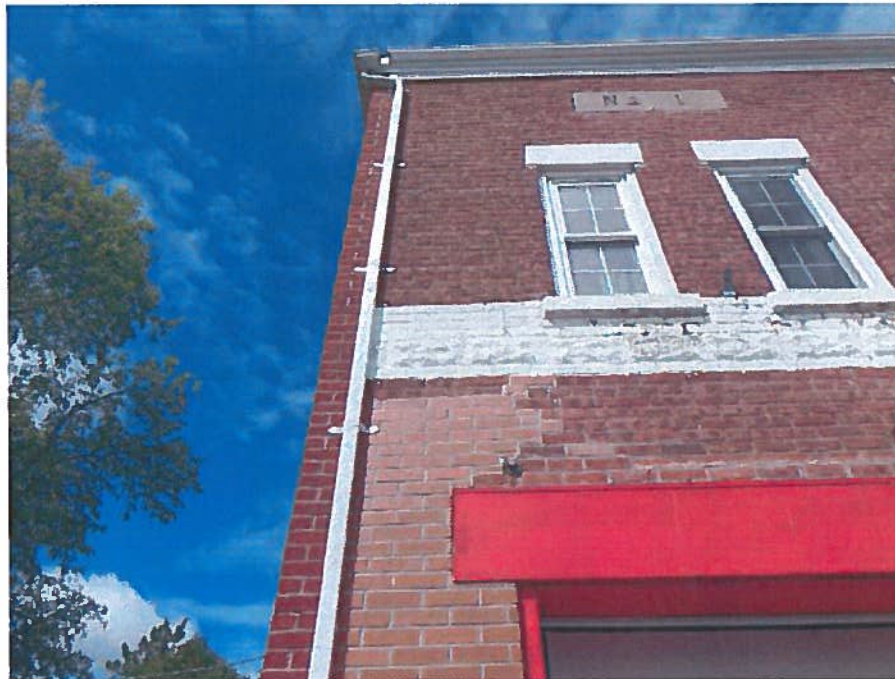
Figure 15: Exposed foundations at southwest corner of 1923 building circa 2000. Note 1971 foundations visible beyond.



Figure 16: Typical masonry condition on the north face including hose-drying tower.



*Figure 17: Typical masonry condition on north face.*



*Figure 18: Southeast corner of the 1923 building. Note newer masonry at the corner.*



Figure 19: East face of 1923 building. Note evidence of previous crack repair.



Figure 20: Condition of brick masonry on the south wall circa 2000 (prior to construction of new veneer).



Figure 21: Southwest corner of the newer masonry veneer. Note window sill without drip edge.

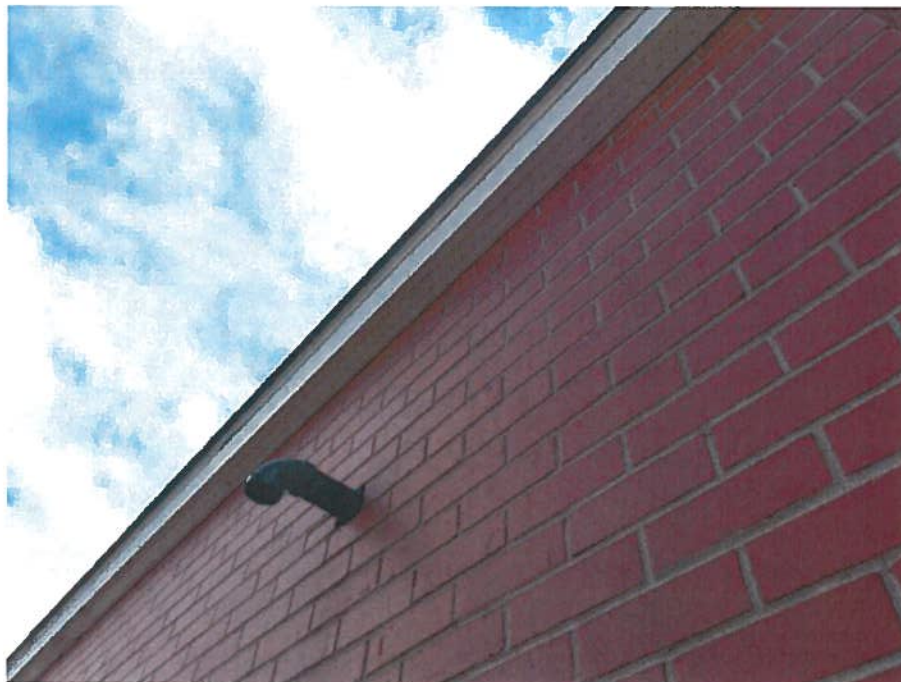


Figure 22: Typical detail around windows on the south face with newer masonry veneer.





*Figure 23: Structural steel framing associated with 1971 addition adjacent to the original north wall.*



*Figure 24: Typical ventilation soffit detail around 1971 addition.*



Figure 25: Evidence of water infiltration on north side of 1971 addition.

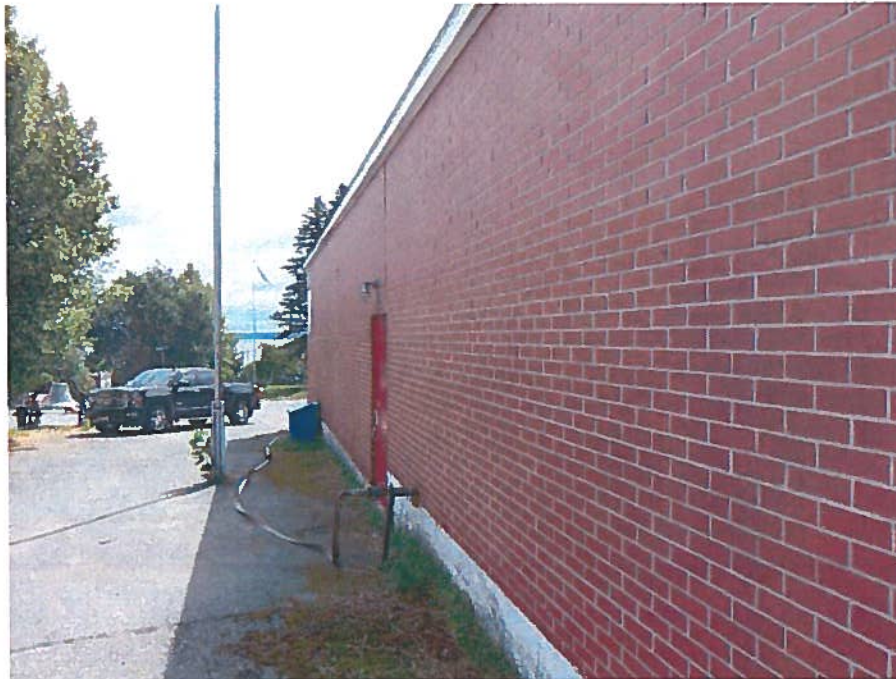


Figure 26: Typical masonry condition along the north wall of the 1971 addition



*Figure 27: Corroding steel bolts and associated masonry damage on the west face of the 1971 building.*



*Figure 28: Typical condition of the foundation wall parging observed along the north face of the 1971 addition.*

## APPENDIX B – LIMITATIONS

"Consultant" in the following document refers to A2S Associates Limited.

- The scope of our work and related responsibilities related to our work are defined in our proposal and Conditions of Assignment.
- Any user accepts that decisions made or actions taken based upon interpretation of our work are the responsibility of only the parties directly involved in the decisions or actions.
- No party other than the Client shall rely on the Consultant's work without the express written consent of the Consultant, and then only to the extent of the specific terms in that consent. Any use which a third party makes of this work, or any reliance on or decisions made based on it, are the responsibility of such third parties. Any third party user of this report specifically denies any right to any claims, whether in contract, tort and/or any other cause of action in law, against the Consultant (including sub-consultants, their officers, agents and employees). The work reflects the Consultant's best judgement in light of the information reviewed by them at the time of preparation. It is not a certification of compliance with past or present regulations. Unless otherwise agreed in writing by the Consultant, it shall not be used to express or imply warranty as to the fitness of the property for a particular purpose. No portion of this report may be used as a separate entity; it is written to be read in its entirety.
- Only the specific information identified has been reviewed. No physical or destructive testing and no design calculations have been performed unless specifically recorded. Conditions existing but not recorded were not apparent given the level of study undertaken. Only conditions actually seen during examination of representative samples can be said to have been appraised and comments on the balance of the conditions are assumptions based upon extrapolation. Therefore, this work does not eliminate uncertainty regarding the potential for existing or future costs, hazards or losses in connection with a property. We can perform further investigation on items of concern if so required.
- The Consultant is not responsible for, or obligated to identify, mistakes or insufficiencies in the information obtained from the various sources, or to verify the accuracy of the information.
- No statements by the Consultant are given as or shall be interpreted as opinions for legal, environmental or health findings. The Consultant is not investigating or providing advice about pollutants, contaminants or hazardous materials.
- The Client and other users of this report expressly deny any right to any claim against the Consultant, including claims arising from personal injury related to pollutants, contaminants or hazardous materials, including but not limited to asbestos, mould, mildew or other fungus.
- Applicable codes and design standards may have undergone revision since the subject property was designed and constructed. As an example, design loads (such as those for temperature, snow, wind, rain, seismic etc) and the specific methods of calculating the capacity of the systems to resist these loads may have changed significantly. Unless specifically included in our scope, no calculations or evaluations have been completed to verify compliance with current building codes and design standards.
- Time frames given for undertaking work represent our opinion of when to budget for the work. Failure of the item, or the optimum repair/replacement process, may vary from our estimate.



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Project No. **2015-630914**

Dec. 24, 2015

Attention: **John Weinhardt**

Fax: 705-474-0737

Re: **Firehall Condition Survey**

Haileybury, Ontario

John:

An audit of the existing mechanical systems within the Haileybury Firehall was conducted on June 6, 2012. The following is our report on the condition of the existing systems, and recommendations for repairs and improvements.

### **Plumbing & Drainage**

Incoming domestic cold water piping is 6", fed from Main St., and enters the north most garage bay at approximately the midpoint. The main 6" line does not have a dedicated shutoff valve. A 6x6x6 tee splits the incoming line to a 4" hose fitting, used to fill the tanker truck, and also to 2" main supplying water to the remainder of the building. This 2" main supplies various hose stations used for filling vehicles, hose bibs through the garages, the washroom fixtures, kitchenette sink, and washing machine.

Proper backflow prevention between hose filling stations and the domestic water system and city water supply is not installed: two stations are fitted with in-line check valves which do not comply with CSA Standard B64.10-10, B64.10-11 Selection and Installation of Backflow Preventers, for this particular application; the remainder of the stations are not separated from the domestic water system by any form of backflow prevention. In accordance with CSA Standard B64.10-10, using a 'severe' hazard assessment, a reduced pressure principle backflow preventer should be installed.

Cold water piping is not insulated.

It is strongly recommended that the existing domestic cold water system be replaced with new piping that separates hose-stations and hose bibs used for filling or washing vehicles from other piping conveying potable to the plumbing fixtures in the building, and that a proper backflow preventer be installed between the two piping systems. Piping for cold water to fixtures should be copper or other material approved for potable water service. Piping for cold water to hose-stations may be black steel provided the recommended backflow preventer is installed. Cold water piping need not necessarily be insulated, unless condensation becomes problematic.

Domestic hot water is supplied by Rheem model RC PVS180E2 gas-fired power vented hot water heater with a storage capacity of 50 USG, and a gas input of 36 MBH, installed in the fall of 2014 through Reliance. This water heater supplies hot water to a kitchen sink, lavatory, shower, and laundry machine. Hot water distribution to building fixtures is through un-insulated copper pipe, which leads to



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lower point-of-use hot water delivery temperatures and the need to draw hot water for a longer period of time at fixtures, resulting in excess water usage. The distribution pipe appeared to be in good condition. There were no indications of leaking.

Given the non-continuous occupancy of the building, consideration could be given to replacing the hot water tank with an instantaneous hot water heater. In addition to the greater combustion efficiency of a tankless heater over conventional hot water tank, a tankless heater would eliminate storage standby losses by generating hot water only on demand, thereby reducing operational costs. It is further recommended that the domestic hot water distribution pipe be insulated.

There is no domestic hot water re-circulation in place. As the distance between the hot water tank and furthest fixture is minimal, installation of a domestic hot water re-circulation system is not strictly required.

No sanitary piping was visible; all piping was concealed within walls or buried. During the site visit, owner's representatives stated that at one time the building had a basement, with suspended sanitary piping serving the main floor. When the basement was sealed in 2013, the piping supports were reinforced and the piping remained. There were no reports of leaks or other issues (i.e. blockages) of the existing sanitary piping.

The building roof is sloping, with rainwater collected into gutters with downspouts. The condition of the gutters and downspouts is not presented in this mechanical systems audit report.

The building contains two-piece washroom. There are no showering facilities. The water closet and lavatory faucet, while not new, are functional.

The upstairs common area has a single basin stainless steel sink with single lever faucet. The sink and faucet are in reasonable condition.

The natural gas meter is located at about the midway point on the south wall of the building. Service pressure from the meter is 7 in. w.c. Natural gas is distributed to all natural gas-fired appliances (unit heater, 2<sup>nd</sup> floor space heater, hot water tank) in the building using painted black iron pipe suspended at the first floor ceiling level. The gas pipe and general pipe installation appeared to be in good condition.

### **Heating**

Heating on the first floor is supplied by a gas-fired atmospheric horizontal propeller fan unit heater, a Lennox model LF2-330-2, 330 MBH input, 264 MBH output (80% efficient). Being an atmospheric appliance, the unit relies on obtaining combustion air from the building interior. Without a dedicated combustion air opening to the outdoors, the unit heater will create a negative pressure within the building leading to increased outside air infiltration and increased heating demand in other spaces of the building (i.e. second floor). If the unit is unable to obtain sufficient combustion air through this method, improper combustion may occur and cause carbon monoxide build-up within the occupied space (NB: there is currently no carbon monoxide detection. Refer to 'Ventilation' for additional discussion).

It is recommended that this unit heater be replaced with a new sealed-combustion unit heater with dedicated vent and combustion air ductwork. While the efficiency of the new equipment is the same as the existing unit, the sealed combustion feature eliminates the need to heat combustion air brought in through either infiltration or a dedicated combustion air opening in the building envelope, while ensuring



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sufficient air for proper combustion.

Heater on the second floor is provided by a non-ducted gas-fired atmospheric space heater with standing pilot, a Hunter model GW50B, 45 MBH input, 31.5 MBH output (70% efficient). In addition to poor combustion efficiency, the central location and non-ducted design of the unit results in inefficient heating that is not distributed to all areas of the second floor. This could result in occupants located far away from the unit increasing the local thermostat setpoint to achieve comfortable temperatures, leading to increase gas usage.

It is recommended that this unit be replaced with a ducted heating system to serve the second floor. This system could be based around either a typical packaged gas/electric heating/cooling unit or residential grade high-efficiency furnace. See the "Air Conditioning Section" for further discussion of proposed new HVAC equipment.

### **Ventilation**

The building is not equipped with mechanical ventilation, relying primarily on natural ventilation through operable windows (NB: the through-wall air conditioner on the second floor provide some outside air during operation, but it is insignificant in comparison to building size). In the winter, when windows are less likely to be opened, building ventilation is minimal via infiltration through the doors and small gaps in the building envelope. The addition of mechanical ventilation through either a packaged HVAC unit or through a heat recovery ventilator (HRV) is recommended to ensure proper CO<sub>2</sub> and odour control on the second floor. See air conditioning for additional discussion of proposed new HVAC equipment.

The washroom is equipped with an exhaust fan.

Ventilation on the main floor/garage consists only of a manually switched propeller wall exhaust fan located on the west wall of the garage addition.

There is a dedicated vehicle exhaust capture system consisting of dedicated ductwork, flexible hoses, vehicle tail-pipe adapters, and a manually switched exhaust fan. This system appears to be in good condition and good working order, although no analysis has been performed to determine if the system is sized to satisfy the current fleet size and composition.

A flammable liquid storage cabinet located in the garage addition has been naturally vented to the outdoors by means of dedicated pipes. However, the pipe connected to the lower port of the cabinet could not be traced to the outdoors – the pipe exited the building below grade, and a continuing pipe could not be found. It is recommended that the lower pipe be disconnected and the port left open to the fire hall interior, and that an exhaust fan be installed on the upper pipe to ensure constant negative pressure within the storage cabinet.

Of significant note is that there is no carbon monoxide (CO) monitoring or alarm system within the garage. Despite the presence of the vehicle exhaust capture system, a carbon monoxide detection system with alarm and automated ventilation is highly recommended. Such a system would consist of a central control panel with detectors located throughout the garage area. Upon detection of carbon monoxide buildup, the control would enable audible alarms, visual alarms, dedicated ventilation equipment (both exhaust and make-up air) or any combination of the three at preset or field set levels.

### **Air Conditioning**



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Air conditioning in the building is minimal. The second floor is equipped with a single window style air conditioner located in the main meeting room. Neither the age nor capacity of the unit was noted. The location of the equipment does not provide full coverage to the entire second floor – cooling is isolated to the meeting room only. If improved air conditioning for the second floor is desired, the following options are available:

1. Multi-zone ductless split air conditioners consisting of multiple indoor units connected to a single outdoor unit. This newer equipment offers greater energy efficiency than most standard packaged HVAC equipment, while avoiding the need to install large ductwork. However, this type of equipment is typically more costly to install than other forms of air conditioning, and does not have integral ventilation – a dedicated HRV would be required. Free-cooling by use of an economizer would not be available with this type of equipment.
2. A packaged HVAC unit. This equipment is standard throughout the industry and therefore very cost effective to install. It can also provide the heating and ventilation for the second floor, combining multiple requirements into one unit. Installation of distribution ductwork would be required. Packaged equipment efficiency for cooling is not as high as ductless units; efficiency for heating is not as high as residential-grade high efficiency furnaces; and, there is no heat recovery on the ventilation air as standard equipment (bolt-on HRV's are available at additional cost, and add to the unit's size and weight). The largest advantage of a packaged HVAC unit is the availability of free-cooling through an economizer.
3. A residential-grade high-efficiency furnace with split air conditioning. This system is cost effective and compact, allowing it to be installed indoors without consuming significant floor area. An HRV can be added to provide ventilation without the need to install ductwork dedicated solely for the HRV – the furnace ductwork is used. Heating efficiencies are minimum 90. Cooling efficiencies can approach those of ductless split units, although standard cooling efficiencies are somewhat lower (15-18 SEER for split air conditioning vs. 21 SEER for ductless). Free-cooling by use of an economizer would not be available with this type of equipment.

Based on the building construction, structure, and interior partitioning, a packaged HVAC is not recommended – roof installation is not recommended owing to the pitched roof construction; and, installation on grade would interfere with vehicular travel paths, as well as increase the total amount of ductwork required to service the second floor.

Multi-zone ductless splits with a dedicated HRV would be feasible, however would also be more costly to install than a residential-grade high efficiency furnace with split air conditioning. Additionally, a centralized furnace with air conditioning would be simpler and less costly to maintain than multiple ductless split systems.

### **Fire Protection & Life Safety**

Mechanical Fire Protection and Life Safety is provided by wall mounted fire extinguishers located throughout the facility. Extinguisher sizes, types, and locations provide appropriate coverage in accordance with the Ontario Fire Code. There are no sprinkler or standpipe systems in the building.

### **Recommendations**





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Following is a list of recommendations and associated costs for improvements or repairs to the mechanical systems, presented in the order discussed in the report:

1. Replace the existing domestic cold water system with two systems separated by an approved backflow prevention device: one system for potable water (copper, insulated), and one system for vehicle filling, washing or devices otherwise connected to hoses or presenting a contamination hazard (black iron, steel) - \$35,000
2. Replace the existing hot water tank with a tankless water heater - \$3,500
3. Replace the first floor unit heater with a sealed-combustion unit heater - \$9,000
4. Replace the second floor gas-fired space heater with a residential-grade condensing gas-fired furnace - \$17,000
5. Install an HRV to provide ventilation air to the second floor - \$3,000
6. Retrofit flammable liquid storage cabinet inlet port and install a dedicated exhaust fan - \$1,500
7. Install a CO monitoring, alarm and ventilation system in the garage – \$9,000
8. Install air conditioning on the second floor - \$3,500

The recommended prioritization of the above noted improvements or repairs is as follows:

### Immediate

1. Replace the existing domestic cold water system.
2. Replace the first floor unit heater.
3. Replace the second floor space heater with a new furnace.
4. Install a CO monitoring, alarm, and ventilation system in the garage.
5. Install an HRV to provide ventilation to the second floor.
6. Retrofit the flammable liquid storage cabinet inlet port and install a dedicated exhaust fan.

### Within 1 to 2 years

1. Install air conditioning on the second floor .

### Within 5 years

1. Replace the existing hot water tank with instantaneous.

**SNC-LAVALIN INC.**  
Mechanical and Electrical Dept.

per:

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Filippo Biondi, P. Eng.  
Mechanical



**SNC-LAVALIN INC.**  
**Transport, Infrastructure**  
**& Buildings Division**

2140 Regent St. South,  
Unit 12A, Sudbury,  
Ontario, Canada P3E 5S8  
Telephone: 705-675-6881  
Facsimile: 705-675-8330

Mitchell Architects Inc.  
124A Main Street East  
North Bay, Ontario P1B 1A8

Project No. **2015-630914**

December 24, 2015

Attention: **John Weinhardt**

Fax: 705-474-0737

Re: **Fire Hall Condition Survey**  
Haileybury Fire Hall  
Haileybury, Ontario

John:

An audit of the existing electrical system within the Haileybury Fire Hall was conducted on July 21, 2015. The following is our report on the condition of the existing systems, and recommendations for repairs and improvements.

### **Electrical Service and Distribution**

The existing Fire Hall is fed by a 200amp single phase overhead service via 2" rigid conduit and ceramic isolator mounted to the exterior brick. An older style fused disconnect switch receives the incoming service. Mounted adjacent to the service disconnect is a loadcentre manufactured by Square D, located in the rear section of the building.

The system appears adequate for the loads generated by this building. Some empty spaces in the loadcentre provide additional capacity for future use. This main panel feeds the original electrical equipment located in the hose tower in a plywood enclosure. The original service consists of a 200A splitter with a variety of small 15-30A disconnects feeding single circuit loads. The location of this original equipment is not ideal; since the high moisture levels of the hose washing/drying tower accelerates corrosion of the equipment. Consideration should be given to the installation of a new loadcentre located on the other side of the wall from the original equipment, out of the hose tower, with all circuits neatly consolidated into one panel.

A sub-panel is located on the second level adjacent to the data rack in a storage room, it appears obsolete and replacement circuit breakers will be difficult to procure. Upgrading to a modern loadcentre will increase capacity and facilitate expansion

Future additions and renovations to the building may require a service upgrade. A 400A, 1ph service would satisfy these requirements. 3 phase power is not immediately available to the Fire Hall, and would require the upgrade of the utility poles and lines from the north corner of Georgian and Main Street.

A 1ph 400A service could be distributed into the building by two independent 200A load centers. One of these load centers could be routed through a generator by way of an automatic transfer switch to provide emergency power to critical loads.



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The current main electrical panel also supplies power to a small double throw switched, used as a generator transfer device. A small residential loadcentre manufactured by Federal Pioneer is fed from this transfer switch, and consists of critical loads operated by a portable generator during power failures. The current installation of generator, transfer switch, and critical load panel is crude yet functional. Federal Pioneer no longer manufactures load centers or panel boards. Replacement breakers are currently available but the cost will increase with time.

The majority of the wiring consists of surface mounted, exposed "BX" style armoured cable and NMD cabling. Where visible, the cabling is run neatly and securely fastened to the structure. In the upper level of the building, older NM style cabling can be seen in the attic. It appears to be in adequate condition for the type of use. Open wiring accessories, such as insulator tubes, were seen in the attic but no open wiring was observed.

Considerations for future electrical work should include the use of conduit, which provides a neat and clean end product, as well as a means to upgrade/modify the system easily by pulling new cabling through it. Multiple circuits can be effectively routed through one conduit.

### **Data and Voice**

Data and voice cabling for the most part is primarily found on the second level. A communication rack is present in the storage room, and a few offices along with a meeting room have voice/data provisions. Coordination with the users will be required in order to determine if the existing capacity of the data system is adequate. Upgrading the type and quantity of cabling can be performed on an as-needed basis

### **Fire Alarm**

Although a traditional, supervised fire alarm system is not installed in the building, there are a variety of heat detectors and pull stations which connect to a security panel. There are no security devices on the premises, and this panel only supports the fire alarm initiating devices. Stand alone smoke/CO detectors are also present in sufficient quantities.

The installation of a supervised and monitored fire alarm system would provide greater safety for the building, with all devices being monitored for proper operation.

### **Lighting and Devices**

The facility utilizes fluorescent lighting as its primary source, with incandescent sources for accent and auxiliary lighting. Some medium base light bulbs have been upgraded to compact fluorescent lamps. The majority of lighting appears to be adequate. Considerations to lighting upgrades should be given, with priority to the remaining incandescent sources and those which operate at length.

New electrical devices should be recessed where possible, or the use of neatly installed surface mounted raceway could be an alternate. As fixtures fail, lighting should be replaced with LED sources to reduce maintenance and electrical demand. Upgrading existing incandescent sources should be considered.



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Emergency lighting was provided by way of battery packs and low voltage lighting heads. These packs were present in the stairwell and the main garage. Their quantities may not be sufficient to illuminate all required paths of exit. Identification of required egress paths, and their subsequent illumination should be considered.

### **Recommendations**

The following is a list of recommendations for repairs and upgrades to the building's electrical system presented in no particular order.

1. Install a panelboard on the opposite side of the hose drying tower wall where the original electrical services are found. Transfer all loads into new panel board and eliminate all electrical equipment in the hose drying tower
2. Upgrade all lights to LED fixtures designed for the service locations in which they are installed. Vapor proof fixtures in the garage, linear or recessed fixtures in meeting rooms and offices, etc.
3. Incorporate occupancy sensors with the lighting.
4. Install a 200A automatic transfer switch and a 20kw natural gas standby generator to replace the existing transfer switch/generator system.
5. Upgrade the electrical service to 400A, 1ph. Provide one 200A panel for normal power loads and one 200A panel through the transfer switch for critical loads.
6. Install GFI receptacles as required throughout the garage area.
7. Re-work all cabling in the garage area in NMD/AC90 to cable in conduit
8. Provide dedicated receptacles with built in pilot lights for vehicle power
9. Upgrade the loadcentre on the second level to modernize it and provide additional capacity.

The recommended prioritization of the above noted improvements or repairs are as follows:

### **Immediate**

Remove all electrical equipment in hose drying tower, consolidate to new loadcentre - \$4000  
Fasten junction boxes in attic to building structure. Remove redundant materials. - \$500  
Replace broken weather proof covers on receptacles - \$30 per location  
Install GFI receptacles as required - \$ 50 per location

### **Within 1 to 2 years**

Install emergency lighting battery packs or remote heads to meet OBC requirements - \$2000  
Upgrade level 2 loadcenter to new, modern equipment - \$2000  
Upgrading switches to wall box occupancy sensors - \$600  
Upgrading to solid state astronomical time clocks - \$300  
Install a natural gas generator with an automatic transfer switch - \$9500  
Provide dedicated receptacles with pilot lights and cord reels for emergency vehicle power - \$400



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### **Within 5 years**

Upgrade fluorescent fixtures to LED - \$8000

Upgrading cabling from NMD/AC-90 to EMT conduit - \$6000

Install a supervised fire alarm system to replace the existing system. Upgrade existing notification devices. - \$5500

### **As Required**

Upgrade electrical service to accommodate future expansion - \$12 000

### **SNC-LAVALIN INC.**

**Mechanical and Electrical Dept.**

per:

A handwritten signature in black ink, appearing to read 'Stéphane Chiasson', written over a horizontal line.

Stéphane Chiasson, P.Eng.

# **Building Condition Survey - Haileybury Fire Hall**

## **Redevelopment Design / Feasibility Study**

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As part of our assignment, Mitchell Architects was tasked with undertaking a preliminary assessment of the potential to redevelop the building on site in a manner which could address both future needs and current shortcomings with the building. This makes sense in the context of completing the building condition study and planning for the long maintenance of the building as certain scheduled repairs may be deferred or may not even be required if the building is undergoing a comprehensive renovation / redevelopment.

The most significant operational deficiencies with the existing building cited by staff included:

- The complete lack of a staff washroom and change facilities on the main floor
- Inadequate bunker gear storage facilities
- Undersized apparatus vehicle bays which will not accommodate required new equipment
- Lack of barrier free access into and within the building
- Loss of the heritage firefighter pole from within the building
- Lack of a separate and dedicated SCBA and associated compressor room
- Lack of a proper on site laundering facility
- Overall space for storage of gear and equipment lacking

The upper floor, while generally indicated to be functional, lacks a properly sized and equipped kitchenette and washroom. Access to the top of the hose drying tower via the interior lounge space is also operationally inappropriate.

The main and upper floor conceptual design plans which follow illustrate that there is potential for the building to be redeveloped on the current to address many of the operational deficiencies – within reasonable limits. It is important to note however that the assessment that was completed is not a detailed design study but rather a basic feasibility exercise.

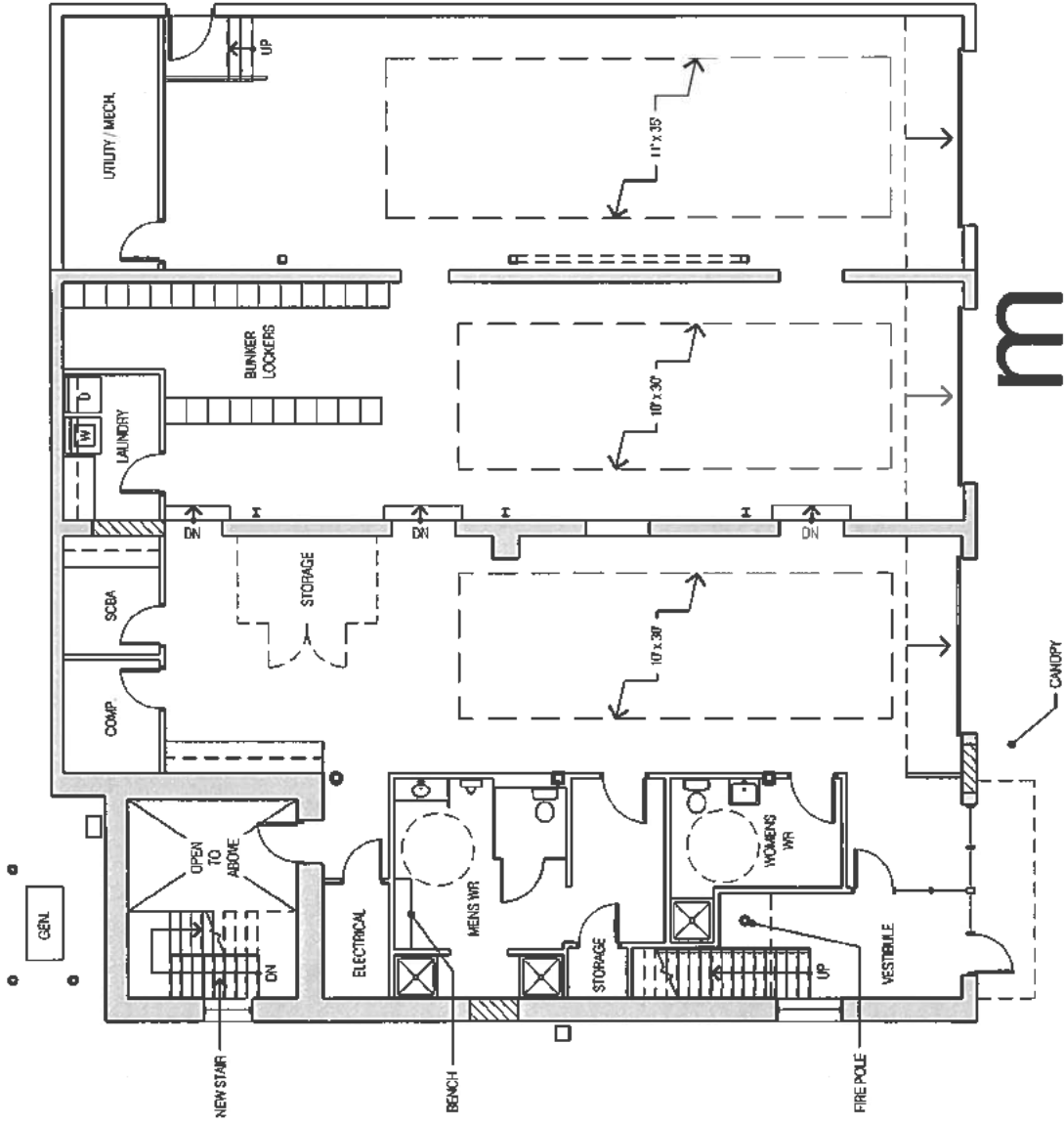
A redevelopment project of this scale is expected to have an order of magnitude cost of approximately **\$1.8M** including site development, professional design fees and design contingencies but excluding HST and escalation costs. Also included in this estimate is the estimated portion of the cost of building maintenance and repairs that have been identified as being required by the building condition report. As there is some overlap between renovation and repair work, the entire value of repairs was discounted accordingly.

### **End of Redevelopment Design / Feasibility Study**

## **Building Condition Survey - Haileybury Fire Hall**

Project No. 215046

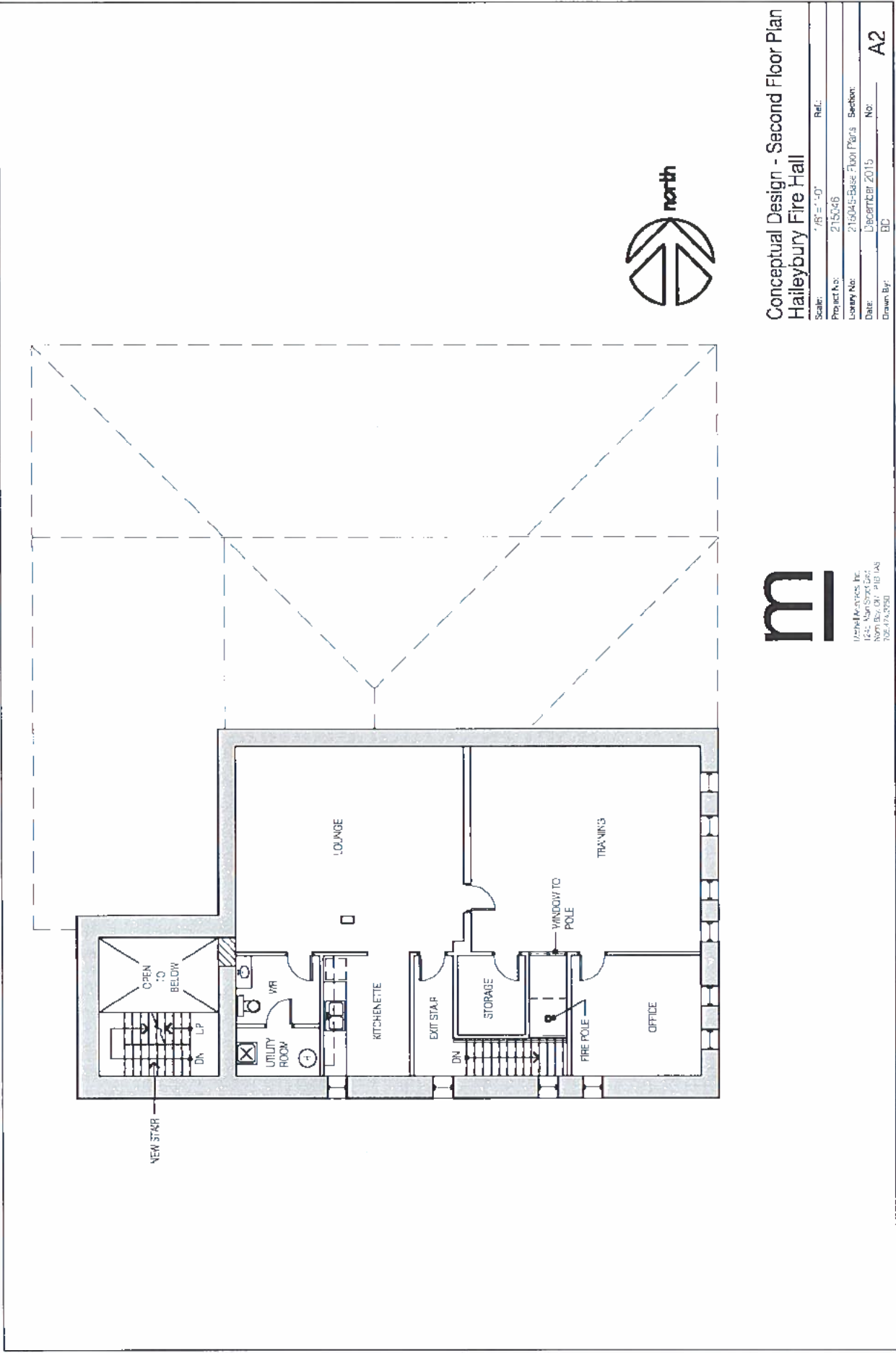
December 2015



Conceptual Design - First Floor Plan  
 Haileybury Fire Hall

Scale:	1/8" = 1'-0"	Rev.:	
Project No:	2150416		
Library No:	215046-Base Floor Plans	Section:	
Date:	December 2015	No.:	
Drawn By:	EO		

Mazzeo Architects Inc.  
 1255 Azar Street East  
 North Bay, ON P1B 1A8  
 705-444-2260



MHA Architects Inc.  
 122 Main Street East  
 North York, ON M1E 1A5  
 752-474-0290

Conceptual Design - Second Floor Plan  
 Haileybury Fire Hall

Scale:	1/8" = 1'-0"	Ref.:
Project No:	215046	
Library No:	215045-Base Floor Plans	Section:
Date:	December 2015	No:
Drawn By:	BC	

A2



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

**By-law No. 2016-031**

**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 Agriculture, Food and Rural Affairs under the Ontario Community Infrastructure Fund (OCIF) – Application Based Component – North Cobalt Water Stabilization Project  
OCIF Project No. AC2-0286**

**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-048-2015 at the September 1, 2015 Regular Council meeting and directed staff to finalize and submit an Expression of Interest for potential funding from OCIF for the looping of the North Cobalt municipal drinking water system to ensure reliable, safe and clean drinking water;

**And whereas** the City was requested and Resolution No. 2015-665 authorized staff to submit a Stage 2 application confirming that the installation of a secondary feed to the North Cobalt residential area as a priority project within its Asset Management Policy

**And whereas** correspondence from the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) states that OCIF Project AC2-0286 **North Cobalt Water Stabilization Project** has been selected for funding in the amount of \$1,599,919;

**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 the Ministry of Agriculture, Food and Rural Affairs for the **North Cobalt Water Stabilization Project** in the amount of \$1,599,919, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of March, 2016.

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law No. 2016-031**

Being a funding Agreement between

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

and

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

For the North Cobalt Water Stabilization Project  
OCIF Project No. AC2-0286

**ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

(“Ontario”)

– and –

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(the “Recipient”)

**WHEREAS** the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

**AND WHEREAS** the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

**AND WHEREAS** the Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

**AND WHEREAS** the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

**NOW THEREFORE**, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

**SECTION 1**  
**INTERPRETATION**

**1.1 Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Adjust the Funds**” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“**Agreement**” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“**Arm’s Length**” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“**Auditor General**” means the Auditor General of Ontario.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“**Business Day**” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“**Communications Protocol**” means the protocol set out under Schedule “F” of this Agreement.

“**Conflict of Interest**” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“**Consultant**” means any third-party consultant, engineer, contractor, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“**Contract**” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“**Crown Agency**” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“**Effective Date**” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“**Eligible Costs**” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“**End of Funds Date**” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“**Event of Default**” has the meaning given to it in section 15 of this Agreement.

“**Expiration Date**” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“**First Nation**” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“**Fiscal Year**” means the period beginning April 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> of the following year.

“**Funds**” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“**Indemnified Party**” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“**Ineligible Costs**” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“**Maximum Funds**” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“**Minister**” means the Minister of Agriculture, Food and Rural Affairs.

“**Ontario**” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“**Parties**” means Ontario and the Recipient.

“**Party**” means either Ontario or the Recipient, as the case may be.

“**Project**” means the Project described in Schedule “A” of this Agreement.

“**Project Completion Date**” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“**PSSDA**” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“**Reports**” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“**Requirements of Law**” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“**Substantial Completion**” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

**1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

**1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

## SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

### Schedule

- “A” Project Description
- “B” Operational Requirements Under The Agreement
- “C” Financial Information For The Project
- “D” Eligible And Ineligible Costs
- “E” Aboriginal Consultation Requirements
- “F” Communications Protocol
- “G” Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
  - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

## SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that

Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
  - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
  - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s



operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

## SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule “G” of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule “D” of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule “D” of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule “D” of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
  - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
  - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not

received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

- 4.9 *Insufficient Funds Provided By Legislature.*** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 *Ontario May Adjust The Funds.*** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.
- 4.11 *Funds Are Part Of Social Or Economic Program.*** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## SECTION 5 PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
  - (b) Must be directly related to the Project;
  - (c) Must be an Eligible Cost;
  - (d) Must not be an Ineligible Cost; and
  - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after July 28, 2015 and prior to the Project Completion Date.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:
- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario’s request;
  - (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario’s request; and
  - (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.
- 5.4 *Withholding Payment Of Funds.*** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
  - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
  - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
  - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

## **SECTION 6**

### **RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS**

**6.1** *Recipient's Representations, Warranties And Covenants.* The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

**6.2** *Governance.* The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
  - (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
  - (c) Establish decision-making mechanism;
  - (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
  - (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
  - (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
  - (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.
- 6.3 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

- 6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

## SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
  - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

## SECTION 8 INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the Project, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient’s Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) A cross-liability clause;
  - (c) Contractual Liability coverage;
  - (d) Products and Completed Operations Liability coverage;
  - (e) Employers Liability;
  - (f) Tenants Legal Liability (for premises/building leases only);
  - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
  - (h) A thirty (30) day written notice of cancellation, termination or material change clause.
- 8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

## SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient’s officers, servants, employees and agents arising out of or in any way related to this Agreement.
- 9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient’s own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

**9.3 Further Indemnification Of Ontario.** The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

**9.4 Further Indemnification Requirements.** The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

**9.5 Recipient To Require Third Parties To Indemnify Ontario.** The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than

by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

## SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process

under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

**10.4 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

**10.5 Contracts.** The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

**10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

**10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

**10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

## SECTION 11 ABORIGINAL CONSULTATION

**11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it



may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

**11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.**

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

**11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

**11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario.**

The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

## SECTION 12 COMMUNICATIONS

**12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

## SECTION 13 REPORTS

**13.1 Reports.** The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

**13.2 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

## **SECTION 14 RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION**

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this

Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

## **SECTION 15 DEFAULT AND TERMINATION**

**15.1 Events Of Default.** Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
  - (i) The Recipient has provided false or misleading information to Ontario;
  - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
  - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
  - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
  - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

**15.2 Remedies On Default.** Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

**15.3 Additional Remedies.** In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

**15.4 Waiver Of Event Of Default Must Be In Writing.** Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## **SECTION 16 GENERAL PROVISIONS**

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
  - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder

or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

**16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario.** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

**16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest.** Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**16.18 Set-Off By Ontario.** In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

**16.19 Notice And Service Of Documents Under Agreement.** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

**16.20 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

**16.21 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

**16.22 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the

Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

**16.23 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	Date	
Title:	Assistant Deputy Minister		

I have the authority to bind the Crown pursuant to delegated authority.

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

Name:		Date	
Title:			

AFFIX CORPORATE  
SEAL

Name:		Date	
Title:			

I/We have the authority to bind the Recipient.



**SCHEDULE “A”  
PROJECT DESCRIPTION**

The project is for the installation of a secondary feeder main and connection from the water supply reservoir on Niven Street South in Haileybury, to the North Cobalt Water Distribution System.  
Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.  
Outcomes: Decrease in contamination risk; Reduced risk of system failure, collapse or complete asset failure; Sufficient system redundancy.

**SCHEDULE “B”  
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

**PART B.1 – EFFECTIVE DATE OF AGREEMENT**

**B.1.1 Effective Date Of Agreement.** The Effective Date of this Agreement is the date in which the Province signs the Agreement.

**PART B.2 – INSURANCE REQUIREMENTS**

**B.2.1 Insurance Requirements.** The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

**PART B.3 – PROJECT COMPLETION DATE**

**B.3.1 Project Completion Date.** The Project shall be completed by August 28, 2017 or no later than December 31, 2017. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

**PART B.4 – EXPIRATION DATE**

**B.4.1 Expiration Date Of Agreement.** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2019.

**PART B.5 – NOTICE AND CONTACT**

**B.5.1 Notice And Contact Information.** Notices under this Agreement shall be sent in accordance to the following:

<p><b>To Ontario:</b>                  Ministry of Agriculture, Food and Rural Affairs                  Rural Programs Branch                  1 Stone Road West, 4NW                  Guelph, Ontario N1G 4Y2</p> <p>Attention: Program Manager, Ontario                  Community Infrastructure Fund                  Telephone: 1-877-424-1300                  Fax: 519-826-3398                  Email: <a href="mailto:OCIF@ontario.ca">OCIF@ontario.ca</a></p>	<p><b>To Recipient:</b>                  The Corporation of the City of                  Temiskaming Shores                  325 Farr Drive PO Box 2050                  Haileybury, Ontario, P0J 1K0</p> <p>Attention: Christopher Oslund,                  City Manager                  Telephone: 705-672-3363                  Fax:                  Email: <a href="mailto:coslund@temiskamingshores.ca">coslund@temiskamingshores.ca</a></p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

**PART B.6 – ASSET RETENTION PERIOD**

**B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.** The Recipient shall notify the Ministry of Agriculture, Food and Rural Affairs in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

**B.6.2 Asset Retention Period.** The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”  
FINANCIAL INFORMATION FOR THE PROJECT**

**PART C.1 – MAXIMUM FUNDS**

**C.1.1 Ontario’s Maximum Funds Under Agreement.** Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Five Hundred Ninety-Nine Thousand, Nine Hundred Nineteen Dollars (\$1,599,919.00) in Funds for Eligible Costs for the Project.

**Project’s Estimated Total Net Eligible Costs: \$1,871,251  
(Original budget from application)**

**Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at Eighty-Five Percent (85%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 28, 2015 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

**PART C.2 – HOLDBACK**

**C.2.1 Holdback.** Ontario may hold back up to twenty-five (25) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

**PART C.3 – END OF FUNDS DATE**

**C.3.1 End of Funds Date.** Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2019.

**PART C.4 – PAYMENT OF FUNDS**

**C.4.1 Payment Of Funds.** Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

**MILESTONE PAYMENT SCHEDULE**

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 11, 2016
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	August 1, 2016

Milestone 3: Submission and Acceptance of Final Report	October 27, 2017
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MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
<p><b>Milestone 1:</b></p> <p>Execution of the Agreement by both Parties.</p>	<p>An amount up to fifty-five percent (55%) of the Maximum Funds</p>	<p>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement. This Agreement shall be received by Ontario no later than March 11, 2016.</p>
<p><b>Milestone 2:</b></p> <p>Upon receipt and acceptance by Ontario of required reports.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;"><b>or</b></p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report</p> <p>Revised Budget Report</p> <p>Progress Report</p>

<p><b>Milestone 3:</b>                  Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than March 2, 2018.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;"><b>or</b></p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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**Part C.5 – Limit On Ontario’s Contribution Under Agreement**

**C.5.1 Limit On Provincial Contribution Under Agreement.** Despite anything else contained in this Agreement, Ontario’s total contribution toward the Project shall not exceed ninety percent (90%) of the Project’s total Eligible Costs.

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**SCHEDULE “D”  
ELIGIBLE AND INELIGIBLE COSTS**

**PART D.1 – ELIGIBLE COSTS**

**D.1.1 Eligible Costs.** Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

**PART D.2 – INELIGIBLE COSTS**

**D.2.1 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 28, 2015 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and
  - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Any costs of accommodation for any Aboriginal Group.

**D.2.2 Harmonized Sales Tax.** Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

**D.2.3 Costs Of Non-Arm's Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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**SCHEDULE “E”**  
**ABORIGINAL CONSULTATION REQUIREMENTS**

**PART E.1 – PURPOSE AND DEFINITIONS**

**E.1.1 Purpose.** This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

**E.1.2 Definitions.** For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

**PART E.2 – RESPONSIBILITIES OF ONTARIO**

**E.2.1 Ontario’s Responsibilities.** Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

**PART E.3 – RESPONSIBILITIES OF THE RECIPIENT**

**E.3.1 Recipient’s Responsibilities.** The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

**E.3.2 Acknowledgement By Recipient.** The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

**E.3.3 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**E.3.4 Recipient Shall Assist Ontario.** The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

#### **PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT**

**E.4.1 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

#### **PART E.5 – GENERAL**

**E.5.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

#### **PART E.6 – NOTICE AND CONTACT**

**E.6.1 Notices In Relation To Schedule.** All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

## **SCHEDULE “F” COMMUNICATIONS PROTOCOL**

### **PART F.1 – INTRODUCTION**

**F.1.1 Purpose of Communications Protocol.** This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

**F.1.2 Application of Communications Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

### **PART F.2 – PROJECT SIGNAGE**

**F.2.1 Project Signage:** If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

**F.2.2. Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

**F.2.3 Installation of Signage.** The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

### **PART F.3 – MEDIA EVENTS**

**F.3.1 Requesting Media Events.** The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

**F.3.2 Approval Of Communications.** All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

**F.3.3 Media Events.** Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

#### **PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS**

**F.4.1 Messaging About Project.** With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

#### **PART F.5 – ISSUES MANAGEMENT**

**F.5.1 Sharing Information.** The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

#### **PART F.6 – COMMUNICATING SUCCESS STORIES**

**F.6.1 Communicating About Project.** The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

**F.6.2 Ontario's Right To Publicize Information About Project.** The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

#### **PART F.7 - DISCLAIMER**

**F.7.1 Disclaimer.** If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**SCHEDULE “G”  
REPORTING REQUIREMENTS**

**PART G.1 – REPORTS REQUIREMENTS**

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	<b>Name of Report and Details Required</b>	<b>Due Date</b>
1.	<b>Construction Contract Award Report</b> - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
2.	<b>Revised Budget Report</b> must be based on tenders awarded to complete the Project. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
3.	<b>Progress Report</b> - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by May 15 and November 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	<b>Final Report</b> - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.4 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 2, 2018.
5.	<b>Other Reports or information</b> as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

**SCHEDULE “G” Continued**

**PART G.2 – REVISED BUDGET REPORT**

**REVISED BUDGET REPORT**

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered. This report should not be submitted until at least seventy percent (70%) of the Project costs have been awarded and shall be submitted no later than June 30, 2017.

**REVISED TOTAL PROJECT COSTS**

	<b>ORIGINAL BUDGET (From Application)</b>	<b>REVISED BUDGET</b>	<b>VARIANCE</b>
<b>Total</b>	\$	\$	\$
<b>Less Any Actual or Potential Tax Rebates</b>	\$	\$	\$
<b>REVISED TOTAL NET ELIGIBLE COSTS</b>	\$	\$	\$

**VARIANCE EXPLANATION**

In cases where revised costs have a variance of 15% or more than the original budget, please provide an explanation.

--

**PROJECT CERTIFICATION**

As the payment certifier or chief financial officer for The Corporation of the City of Temiskaming Shores, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Date:</b>	





**SCHEDULE “G” Continued**

<b>Other Progress to date</b>
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
<b>Variance from original approved Project (if any)</b>
Do you need to adjust your Project Description based on Project progress? If so, explain why and by when?

**Attestation:**

I, (name of person who can bind the Recipient), confirm that my municipality/local services board is in compliance with the terms and conditions found in the Agreement for this Project (Project Name and Project number).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE “G” continued**

**PART G.4 – FINAL REPORT**



**FINAL REPORT**

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

<b>File No.:</b>	<b>Project Title:</b>
<b>Date:</b>	<b>Recipient Name:</b>

Final Reports are to be completed and submitted to OMAFRA **within sixty (60) Business Days of the Project Completion and no later than March 2, 2018.** Please contact your Project Analyst should you have any questions filling in this report.

**Section 1. Project Details**

Dates	Forecasted in Application	Actual
Construction Start Date		
Construction End Date		

Was the Project completed as per your application and Schedule “A” or by any amending agreement??

Yes     No    If No, please provide details on any variances below

**Project Variances (if applicable)**

In reading the description provided in Schedule “A” of the Agreement or in any subsequent amendments, has your Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

**SCHEDULE “G” continued**

**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
GROSS ELIGIBLE COST	\$	\$
Less HST Rebate	\$	\$
<b>TOTAL NET ELIGIBLE COST*</b>	<b>\$</b>	<b>\$</b>
<b>Total Interest Earned on Funds</b>		<b>\$</b>

For all invoices attached please provide a chart showing the following columns:

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
<b>TOTAL</b>									<b>\$</b>

**Section 3. Project Benefits and Impact Questions**

The following questions must be completed with the results of your Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

**SCHEDULE “G” continued**

***Project Benefits and Impacts***

<b>1. What was the primary objective of your Project?</b>			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
<b>2. As detailed in your asset management plan (AMP), what was the priority of the Project you just completed with this funding?</b>			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
<b>3. Please indicate which of the following benefits you have experienced or anticipate for your municipality/local services board as a result of the Project. Provide details where possible.</b>			
	<b>At Project completion</b>	<b>Anticipated (1-2 years out)</b>	<b>Details</b>
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>4. Please indicate the impact of this Project funding on your AMP. Provide details where possible.</b>			
	<b>At Project completion</b>	<b>Anticipated (1-2 years out)</b>	<b>Details</b>
Revised targets for levels of service	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved ability to be more sustainable in financing the remaining AMP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
New measures or modified measures for this asset with respect to health and safety, longevity, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SCHEDULE “G” continued**

**Section 4. Other Benefits / Information**

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, Aboriginal Group(s), rural communities and the Province of Ontario.

--

**Section 5. Client Satisfaction Survey**

Based on your Project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.					
b. The report forms were easy to understand and complete.					
c. I was able to reach appropriate Ontario staff without difficulty.					
d. OMAFRA staff was knowledgeable.					
e. I received consistent advice from Ontario staff.					
f. Ontario staff was courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all

**SCHEDULE “G” continued**

**Section 6. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

**Declaration required for the Project:**

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.  Yes  No

**If you responded “Yes” to the above, please complete the following:  
Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario**

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts  Yes  No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.  Yes  No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups  Yes  No

**Section 7. Confidentiality, Certification and Signature**

**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

**Certification**

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

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

**By-law No. 2016-032**

**Being a by-law to enter into an agreement with EXP  
Services Inc. for the Provision of Engineering  
Services for the development of the required  
Closure Plan for the Haileybury Landfill located  
within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-009-2016 at the March 1, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for the development of the required Closure Plan for the Haileybury Landfill in the City of Temiskaming Shores, for consideration at the March 1<sup>st</sup>, 2016 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 entering into an agreement with EXP Services Inc. for the development of the required Closure Plan for the Haileybury Landfill in the amount of \$15,750.00 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.



**Read a first, second and third time and finally passed this 1<sup>st</sup> day of March, 2016.**

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-032**

Agreement between

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

and

**EXP Services Inc.**

for the Development of a Closure Plan for the  
Haileybury Landfill

**This agreement** made in duplicate this 1<sup>st</sup> day of March 2016.

Between:

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

and

**EXP Services Inc.**  
(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  
Engineering Services – Closure Plan – Haileybury Landfill  
Request for Proposal No. PW-RFP-003-2016**

- b) Do and fulfill everything indicated in EXP Services Inc. submission related to the above noted Request for Proposal No. PW-RFP-003-2016; and
- c) Complete, as certified by the Director, all the work by **December 31, 2016.**

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Fifteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$15,750.00) 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 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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For

deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**EXP Services Inc.**  
P.O. box 1208  
9 Wellington Street  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

**The Director of Public Works**  
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 )

**EXP Services**

Consultant's Seal )  
(if applicable) )

\_\_\_\_\_  
Infrastructure Manager - Nolan J. Dombroski, P. Eng

\_\_\_\_\_  
Witness – Annette Neill

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

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

**By-law No. 2016-033**

**Being a by-law to enter into an agreement with  
Miller Paving Limited for the supply of labour,  
equipment and material for the Construction of the  
Active Trail System, from Hessle Street to  
Highway 65 East, adjacent to Armstrong Street  
within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-010-2016 at the March 1<sup>st</sup>, 2016 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for the Construction of the Active Trail System, from Hessle Street to Highway 65 East, adjacent to Armstrong Street for consideration at the March 1<sup>st</sup>, 2016 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for the Construction of the Active Trail System, from Hessle Street to Highway 65 East, adjacent to Armstrong Street, to an upset limit of \$120,875.00 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 1<sup>st</sup> day of March, 2016.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-033**

Agreement between

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

and

**Miller Paving Limited**

for the the Construction of the Active Trail System,  
from Hesse Street to Highway 65 East, adjacent to  
Armstrong Street

**This agreement** made in duplicate this 1<sup>st</sup> day of March 2016.

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 – Contractor`s Covenants**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Construction of STATO Trail Extension  
Tender No. RS-RFQ-002-2016**

- 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 **August 31<sup>st</sup>, 2016.**

**Article II – Owner`s Covenants**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid based on unit prices as follows:

<b>Item</b>	<b>Desc.</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total</b>
1	Gran A (supplied, graded & compacted – 75 mm thickness)	435 t	\$50	\$21,750
2	Asphalt (supplied, placed & compacted – 50 mm thickness)	325 t	\$305	\$99,125
<b>Total (excl. HST):</b>				<b>\$120,875</b>

- b) Pay the Contractor in lawful money of Canada for these services to an upset limit of One Hundred and Twenty Thousand – Eight Hundred and Seventy - Five Dollars and Zero Cents (\$120,875.00) plus applicable taxes subject to conditions contained herein.



- c) 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 – Conditional Work**

The work described in Article II is for extension of the STATO Trail from Hessle Street to Highway 65 East. The proposed location would extend across the Agricultural Research Institute of Ontario (ARIO) property located adjacent to Armstrong Street North at Hessle Street and proceed along Armstrong Street North to the intersection of Armstrong Street and Highway 65E.

City staff are working with representatives from ARIO for the establishment of an Easement Agreement in favour of the City for that portion of the Trail through the former Arboretum area on the property and anticipate securing the said easement.

Therefore the extension of the STATO Trail the former Arboretum area on the property is conditional on the acquisition of an Easement Agreement from ARIO.

### **Article IV - Communication**

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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Miller Paving Limited**  
P.O. Box 248  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

**Director of Public Works**  
**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-033**

Form of Agreement



**CITY OF TEMISKAMING SHORES**

**REQUEST FOR QUOTATION**

**RS-RFQ- 002-2016**

**Construction of STATO Trail**

**ARIO Property/Armstrong Street North**

THE CORPORATION OF THE  
CITY OF TEMISKAMING SHORES  
325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**The following documents have been attached:**

- Insurance Coverage in the form of a Certificate of Insurance
- Proof of WSIB Coverage

**REQUEST FOR QUOTATION  
RS-RFQ- 002-2016  
Construction of Active Travel System  
ARIO Property/Armstrong Street North**

We, the undersigned, have carefully examined the attached documents and conditions of the quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment<sup>1</sup>, labour, apparatus and documentation, including final report as are required to satisfy this quotation.

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

This Quotation is submitted by:

Firm Name:	Miller Paving Limited		
Mailing Address:	704024 Rockley Road Box 248		
	New Liskeard, ON P0J 1P0		
Telephone No.:	(705) 647-4331	Fax No.	(705) 647-3611
Email Address:	britth@millergroup.ca		

**SCHEDULE OF ITEMS AND PRICES**

ITEM		Unit	Est. Qty.	Price	Total
1.	Granular A (supplied, grading and compaction 75mm thickness)	Tonnes	435	\$50.00	\$21,750.00
2.	Hot laid Asphalt (Supplied, placed and compacted – 50mm thickness)	Tonnes	325	\$305.00	\$99,125.00
				<b>Sub-Total:</b>	\$120,875.00
				<b>HST:</b>	\$15,713.75
				<b>Total Quotation Price:</b>	\$136,588.75

(Hourly rates for labour and equipment to be appended to quotation for consideration in the event of additional work, to be approved by City.)

Estimated time frame for work to be completed: June 24, 2016.

**To be submitted**

REQUEST FOR QUOTATION  
RS-RFQ- 001<sup>2</sup>-2016  
~~Supply and Install~~  
~~Ammonia Plant Condenser~~

*PK*  
Construction of Active Travel System  
AR10 Property / Armstrong Street  
North

NON COLLUSION AFFIDAVIT

I/We Miller Paving Limited the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid. Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated this 11th day of February, 2016

Authorized Signatures:

Miller Paving Limited  
Name of Firm

*[Signature]*  
Signature

Manager, Estimating  
Position

Ashley Roy  
Witness Name

*[Signature]*  
Witness Signature

AND, if more than one:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

To be submitted

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
MILLER PAVING LIMITED / MILLER PAVING	PO BOX 4080, MARKHAM INDUSTRIAL PARK, MARKHAM, ON, L3R9R8, CA	4564-000: Dry Bulk Materials Trucking 3551-000: Ready-Mix Concrete Operations 4121-001: Highways, Streets, and Small Bridges 0812-000: Limestone Quarries 4591-001: Highway, Street, and Bridge Maintenance 3699-000: Other Petroleum and Coal Products	valid for all contracts	ontario	E2000007TG9P	20-Nov-2015 to 19-Feb-2016





**CANADIAN INSURANCE  
BROKERS INC.**

1 Eglinton Avenue East, Suite 415  
Toronto, ON, M4P 3A1 Canada  
(t) 416.855.1887 (f) 416.489.5311 (toll) 800.790.0951  
Email: ellar@cibi.ca www.cibi.ca

**VERIFICATION OF INSURANCE**

**DATE:** February 9, 2016  
**TO:** City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

*This is to certify that the policies of Insurance listed have been issued to the insured named in this certificate for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. This certificate of insurance neither affirmatively nor negatively amends, extends nor alters the coverage afforded by the policies scheduled herein. The Insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liability of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.*

**INSURED:** MILLER PAVING LIMITED  
P.O. Box 4080  
Markham, Ontario L3R 9R8

**COMMERCIAL GENERAL LIABILITY**

(including Non-Owned Automobile)

**INSURER:** ZURICH INSURANCE COMPANY  
**POLICY NO.:** 8832136  
**EXPIRY DATE:** April 28, 2016  
**LIMIT OF LIABILITY:** \$2,000,000.00 per Occurrence, Inclusive Bodily Injury & Property Damage

**ADDITIONAL INSURED:**

**City of Temiskaming Shores** will be included as an Additional Insured, but only with respect to the liability of **Miller Paving Limited** arising from the below-mentioned contract/operations, upon award of the below tender to the Named Insured.

**DESCRIPTION OF OPERATIONS:**

**Contract No. RS-RFQ-002-2016. Place Granular A and Asphalt – Strato Trail, New Liskeard.**

**AUTOMOBILE LIABILITY**

**INSURER:** ZURICH INSURANCE COMPANY  
**POLICY NO:** 9998008  
**EXPIRY DATE:** April 28, 2016  
**LIMIT OF LIABILITY:** \$2,000,000.00 per Occurrence, Inclusive Bodily Injury & Property Damage

*Upon the above Contract being awarded to the Named Insured, should any of the above described policies be cancelled before the expiration date thereof, the Insurer(s) will endeavour to mail **30 days** written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon either the Insurer(s) or Canadian Insurance Brokers Inc.*

**CANADIAN INSURANCE BROKERS INC.**

per: \_\_\_\_\_

Authorized Representative

City of Temiskaming Shores - RS-RFQ-002-2016

TYPE	MAKE	UNIT #	Hourly Rate
Skidsteer (operated)	CATERPILLAR - TRACK SKIDSTEER	E100321	\$ 55.00
	Sweeper for skidsteer	E133524	\$ 15.00
Tri-Axle (operated)	TRUCK - 2008 WESTERN STAR TRIAXLE DUMP	E082567	\$ 85.00
Excavator (operated)	EXCAVATOR - 2011 CAT 336E	E006273	\$ 155.00
Rubber Tire Backhoe (operated)	BACKHOE - 2012 J.D. 410J	E120902	\$ 85.00
Dozer D4 (operated)			\$ 105.00
Mini Excavator (operated)			\$ 55.00
Pick Up Truck			\$ 30.00
Foreman			\$ 45.00
Labourer			\$ 25.50
Flagger			\$ 22.50

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

**By-law No. 2016-034**

**Being a by-law to enter into a Purchase Agreement  
with Wilson Chevrolet Limited for the supply and  
delivery of one (1) 2016 Service Van**

**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-007-2016 at the March 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) 2016 Service Van at an upset limit of \$61,832 plus applicable taxes for consideration at the March 1, 2016 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 entering into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) 2016 Service Van at an upset limit of \$61,832 plus applicable taxes 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 1<sup>st</sup> day of March, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-034**

Vehicle Purchase Agreement between

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

and

**Wilson Chevrolet Limited**

For the supply and delivery of one (1) 2016 Service  
Van

**This agreement** made in duplicate this 1<sup>st</sup> day of March, 2016.

Between:

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

(hereinafter called "the Owner")

and

**Wilson Chevrolet Limited**

(hereinafter called "the supplier")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Supplier will:

- a) Provide one (1) 2016 Service Van in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) 2016 Service Van in the amount of Sixty-One Thousand, Eight Hundred and Thirty-Two Dollars and Zero cents (\$61,832.00) plus applicable taxes.
- 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 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:

**Wilson Chevrolet Limited**

100 Wilson Avenue  
P.O. Box 100  
New Liskeard, Ontario  
P0J 1P0

Attn.: Ron Sutton

The Owner:

**City of Temiskaming Shores**

325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

Attn.: Mitch Lafreniere

**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 )

**Wilson Chevrolet Ltd.**

\_\_\_\_\_  
Sales Representative – Ron Sutton

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-034**

Form of Agreement



MINIMUM SPECIFICATIONS

The proposed vehicle **must** meet the following minimum specifications.

	COMPLIES (YES/NO)	SPECIFY
Anticipated delivery date once awarded		90 / 120 DAYS
2015 or 2016 model year.	✓	2016
General Motors or Ford Motor Company (Eg. Chevy Savanna or Ford E series) cut-away van with 16' aluminum van body equipped with swing out doors at rear with latch operable from inside and out(as per attached drawing) chassis with a minimum GVW rating of 10,000 lbs. (MAX GVW FOR SINGLE WHEELS)	9900	GM/CHEV EXPRESS CUTAWAY WITH DEL BODY RE YOUR SPEC
Gasoline engine with a minimum displacement of 5.4 litres, V-8 producing 255 h.p or equivalent. Automatic Transmission equipped with factory installed transmission cooler.	✓	4.8 V8 285 H.P.
Optional high-speed idle.	NO	N/A
Manufacturer's standard fuel tank shall be supplied.	✓	33 GAL.
2 wheel drive with limited slip differential, traction control and anti-locks brakes shall be supplied.	✓	2W.D. WITH H.D. LOCKING DIFF. + ANTI-LOCK BRAKES
Dual bucket seats with heavy duty dark coloured cloth or vinyl covering.	✓	CLOTH
Exterior paint color to be white.	✓	
Engine block heater.	✓	
Complete instrumentation package c/w AM/FM/USB radio equipped with Bluetooth mobile phone connectivity.	✓	BLUE TOOTH OPTION PRG, INCL.
Rearward facing colour LCD back-up camera with a minimum 4" screen mounted in cab. (this may be factory installed or by the upfitter) supply separate line item price for this option.	NO	
New vehicle only with full warranty coverage on powertrain of no less than 5 years 160,000 KM.	✓	5 YR 160,000
Full chassis cab warranty including body and interior of no less than 3 years	✓	3 YR.
Fully compliant with Transport Canada standards and bearing a final stage label from the van body upfitter.	✓	
Meets all MTO standards.	✓	





<p>16' cutaway insulated van body manufactured from aluminum design.</p> <p>Van body should be a UCAC7912-CWS Unicell cab width "AEROCELL" Service II van for cutaway chassis, or equivalent.</p>	<p>NO</p> <p>✓</p>	<p>12' INSULATED FIBERGLASS AS PER YOUR SPECS.</p>
<p>Maximum height of 10'6" feet from ground (including all lights accessories etc).</p>	<p>✓</p>	
<p>ABS brakes and <del>Traction Control</del> H.D. LOCKING DIFFERENTIAL</p>	<p>✓</p>	
<p>Truck to be wired for two way radio unit supplied and installed by City staff.</p>	<p>NO</p>	



Cargo/Crew Area 12' FIBERGLASS AND INSULATION / AS PER YOUR REVISIONS.

The 16' van body shall be made of aluminum. The design shall be a walk through design. The crew area of the proposed vehicle should provide sufficient stand-up room as well as easy entry and exit from the vehicle. All doors to be swing open style, with heavy duty hinges, lockable with latches and operable from inside and out.

Trim Package

The trim package is essential to the functionality of the vehicle. The trim package defines interior and exterior accessories that fill the cargo/crew area. Please supply brochures for optional shelving and work bench layout, with pricing. N/A.

ADDITIONAL FEATURES

Please list all additional features in the space include below. Please include brochures and supporting literature. (All items and features listed below must reference where information is located in brochures/supporting literature)

PRICE OF REARWARD LCD BACK-UP CAMERA. NOT AVAILABLE AT TIME OF QUOTE. PRICE SHOULD BE AVAILABLE NEXT WEEK.



**REFERENCE INFORMATION**

Proponents are required to provide three (3) references listing contracts similar to the project described in this RFP and undertaken within the past three (3) years.


1) NAME (Company/Government Agency) MILLER PAVING NORTHERN  
Contract Description SERVICE VEHICLE  
Contact Person CATHY WATERS  
Phone Number ( 705-647-4331 ) Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Number of Years At Location: 20 Value Of Contract \$ N/A

2) NAME (Company/Government Agency) PEDERSON CONSTRUCTION INC  
Contract Description MAINTENANCE SERVICE VEHICLE  
Contact Person ALEY PEDERSON  
Phone Number ( 705-647-6223 ) Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Number of Years At Location: 30 Value Of Contract \$ N/A

3) NAME (Company/Government Agency) GRANT HOME HARDWARE BUILDING CENTRE  
Contract Description HARDWARE CONSTRUCTION/BUILDING MATERIALS  
Contact Person \_\_\_\_\_  
Phone Number ( 705-647-4630 ) Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Number of Years At Location: 10 Value Of Contract \$ N/A

The City reserves the right to check additional references and sources to those supplied by the Proponent.

WILSON CHEVROLET LIMITED  
Company/Proponent

  
Authorized Signature

Feb 3 / 16  
Date



**City of Temiskaming Shores**  
**PW-RFP-002-2016**  
Supply and Delivery of new Service Vehicle

PW-RFP-002-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, WILSON CHEVROLET LIMITED

(Registered Company Name/Individuals Name)

Of, 100 WILSON AVE NEW LILKEARD ON. P0J-1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4373

Fax Number (705) - 647-3062

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Price for Unit	\$ <u>61,832.<sup>00</sup></u>
HST	\$ <u>8,038.<sup>16</sup></u>
Grand Total with HST	\$ <u>69,870.<sup>16</sup></u>

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

**By-law No. 2016-035**

**Being a by-law to enter into an Agreement with J.G. Fitzgerald & Sons Ltd. for the replacement of the flat roofs at the New Liskeard Fire Hall and the Haileybury Arena (Cooling Tower roof)**

**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-008-2016 at the March 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Fitzgerald Roofing for the replacement of Flat Roofs at the New Liskeard Fire Hall and the Haileybury Arena (Cooling Tower roof) for an upset limit of \$116,920.00 plus applicable taxes for consideration at the March 1, 2016 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 entering into an agreement with J.G. Fitzgerald & Sons Ltd. for the replacement of Flat Roofs at the New Liskeard Fire Hall and the Haileybury Arena (Cooling Tower roof) for an upset limit of \$116,920 plus applicable taxes 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 1<sup>st</sup> day of March, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-035**

Agreement between

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

and

**J.G. Fitzgerald & Sons Ltd.**

for the replacement of flat roofs at the New Liskeard  
Fire Hall and the Haileybury Arena (Cooling Tower  
roof)

**This agreement** made in duplicate this 1<sup>st</sup> day of March, 2016.

Between:

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

and

**J.G. Fitzgerald & Sons Ltd.**  
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Supply and install flat roofs at the New Liskeard Fire Hall and the Haileybury Arena (Cooling Tower roof) including site preparation, all labour, equipment, machinery, tools necessary to complete the work to the satisfaction of the City of Temiskaming Shores based on:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete all the work by **September 30, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the replacement of said flat roofs in the amount of **One Hundred and Sixteen Thousand, Nine Hundred and Twenty Dollars and Zero cents (\$116,920.00)** plus applicable taxes.
- 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 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 hand, Canada Post, courier, facsimile or by another electronic communication

where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**J.G. Fitzgerald & Sons Ltd.**  
55 Exeter Street  
North Bay, Ontario  
P1B 8G5

Attn.: Barry Fitzgerald

The Owner:

**City of Temiskaming Shores**  
325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

Attn.: Mitch Lafreniere

**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 )

**J.G. Fitzgerald & Sons Ltd.**

\_\_\_\_\_  
Office Manager – Carole Lepage

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01 to  
Schedule "A" to

**By-law No. 2016-035**

Form of Agreement

Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

- 12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. THE TOTAL BID PRICE (EXCLUDING APPLICABLE TAXES):

One hundred and sixteen thousand nine hundred and twenty dollars  
 -----xx/100 DOLLARS(\$ 116,920.00 )  
 in lawful money of Canada.

- 17. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in these bid documents form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before twenty-four (24) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Owner or Owner's Representative. Please check with the owner via e-mail [mlafreniere@temiskamingshore.ca](mailto:mlafreniere@temiskamingshore.ca) prior to submitting your bid submission for the number of addendum's released
- 18. The Bidder hereby agrees to commence the work by May/June, 2016 and to complete all work by August 30<sup>th</sup>, 2016. Liquidated damages shall be paid for time past this period.

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL:   
 (I have authority to bind the company)

POSITION: Barry Fitzgerald - President

WITNESS: \_\_\_\_\_  
 (If not under seal)

POSITION: \_\_\_\_\_

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE North Bay  
 (City/Town)

THIS 2nd DAY OF February 20 16

## Respondent Information Form

**RESPONDENTS** must complete this form and include with the Proposal Submission  
Please ensure all information is legible.

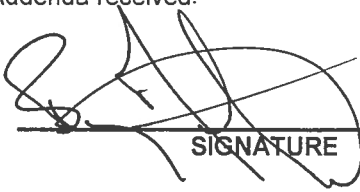
1.	Respondent's Main Contact Individual	Barry Fitzgerald
2.	Address	55 Exeter Street North Bay, Ontario P1B 8G5
3.	Office Phone #	705-472-2820
4.	Toll Free #	
5.	Cellular #	
6.	Pager #	
7.	Fax #	705-495-1936
8.	e-mail address	jgfitz@vianet.ca
9.	Website	www.fitzgeraldroofing.ca
10.	Tax Account #	10264 1040 RT0001
11.	Manufacturer ISO Certified?	YES

### Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# <u>1</u>	<u>January 21st, 2016</u>
# <u>2</u>	<u>January 21st, 2016</u>
# _____	_____

Check here if NO Addenda received.

Barry Fitzgerald _____ <b>RESPONDENT</b>	 _____ <b>SIGNATURE</b>	Feb 2nd, 2016 _____ <b>DATE</b>
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## Items and Unit Prices

Price complete, including supply and installation of replacement roofing, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site of all packaging and rubbish, warranties, guarantees and all other costs:

The Bid amount shall include all costs incurred, excluding HST.

DESCRIPTION	TOTAL PRICE
Supply & Installation of Haileybury Arena Roof Replacement – section S1 (cooling tower roof)	\$ 19,630.00
Supply & Installation of New Liskeard Fire Hall Roof Replacement	\$ 97,290.00

**Note: All projects will be awarded to one (1) contractor.**

GRAND TOTAL \$ 116,920.00  
(HST Extra)

## Provisional Items

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work, which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Bid amount shall include all costs incurred, excluding HST.

Description	Unit	Price
Deteriorated perimeter wood blocking	Ln. Ft.	\$ <u>4.75</u>
Supply and installation of internal drain (plumbing by others)	Ea.	\$ <u>775.00</u>
Supply and installation/replacement of deteriorated wood or metal decking	Sq. Ft.	\$ <u>5.50</u>

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

**By-law No. 2016-036**

**Being a by-law to amend By-law No. 2015-099 being  
a by-law to enter into an agreement between Her  
Majesty the Queen in Right of Ontario as  
represented by the Ministry of Industry – FedNor for  
funding assistance towards hiring of a Business  
Development Coordinator Intern for the New  
Liskeard Business Improvement Area**

**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-016-2015 resulting in the adoption of By-law No. 2015-099 on May 5<sup>th</sup>, 2015 being an agreement with the Ministry of Industry – FedNor for funding assistance for a Business Development Coordinator Intern for the New Liskeard BIA;

**And whereas** Council considered Memo No. 003-2016-CGP at the March 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-099 to extend the agreement for consideration at the March 1, 2016 Regular Council meeting;

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

1. That Schedule "A" to By-law No. 2015-099 as amended be hereby further amended by Amending Agreement No. 1, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 1<sup>st</sup> day of March, 2016.**

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Mayor – Carman Kidd

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Clerk – David B. Treen



Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

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

**FEB 18 2016**

Project Number: 851-807234

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

Dear Mr. Kidd:

**Re: BIA Youth Intern  
Amendment Number: 1**

As a result of your request dated November 12, 2015, FedNor is prepared to amend our Contribution agreement of April 20, 2015 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 1, 2015 (the "Commencement Date") and is completed on or before October 31, 2016 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 1, 2015 (the "Commencement Date") and is completed on or before February 27, 2017 (the "Completion Date").

Delete: Clause 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) 90% of the incurred Eligible & Supported Costs of \$35,000 of the Project outlined in Annex 1, and
- b) \$31,500.

Substitute: Clause 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) 90.01% of the incurred Eligible & Supported Costs of \$50,993 of the Project outlined in Annex 1, and
- b) \$45,894.

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

Dates: a) Commencement Date - August 1, 2015

b) Completion Date - October 31, 2016

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$31,500
- Supported	\$35,000	Other Federal	
- Not Supported		Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$3,500
		Other	
<b>Total</b>	<u>\$35,000</u>		<u>\$35,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Wages & benefits	\$31,500		\$31,500
Travel	\$2,000		\$2,000
Meeting/Training costs	\$1,500		\$1,500
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$35,000</u>		<u>\$35,000</u>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<u>\$35,000</u>



Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

Dates: a) Commencement Date - August 1, 2015

b) Completion Date - February 27, 2017

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$45,894
- Supported	\$50,993	Other Federal	
- Not Supported		Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$5,099
		Other	
<b>Total</b>	<u>\$50,993</u>		<u>\$50,993</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Intern #1 Wages & benefits	\$15,993		\$15,993
Travel	\$2,000		\$2,000
Meetingt/Training costs	\$1,500		\$1,500
Intern #2 Wages & benefits	\$31,500		\$31,500
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$50,993</u>		<u>\$50,993</u>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<u>\$50,993</u>

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 223 or 705-471-3276 in our North Bay office.

Yours sincerely,

Aime J. Dimatteo  
Director General  
FedNor

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

**Project Number: 851-807234**

**Amendment Number: 1**

The foregoing is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

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

**By-law No. 2016-037**

**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 March 1, 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** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **March 1, 2016** 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 1<sup>st</sup> day of March, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen