



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, September 6, 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 – August 2, 2016
- b) Special Meeting of Council – August 25, 2016

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

7.1. *Amendment to Sign By-law No. 2007-019*

**Applicant:** Yves Gauthier

**Subject Land:** North Haven Plaza – 43 Armstrong Street North

**Purpose:** Amend by-law, site specific, to permit the installation of a freestanding billboard sign.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Jeff Celentano, Principal/Owner – Jeff Celentano Consulting Services

**Re:** Zoning By-law Amendment ZBA-2016-02 (D) Ken Brownlee and Sons Equipment Corp.

10. **Communications**

a) Jean Pierre Rivet, Past Grand Knight – Chevaliers de Colomb Council 1398 Haileybury

**Re:** Designation of “Grotto” as a Historical Site

**Reference:** Referred to Municipal Heritage Advisory Committee

b) Lise Gauvreau, HR Executive Assistant – District of Timiskaming Social Services Administration Board

**Re:** Announcement – John McCarthy accepts position of EMS Chief

**Reference:** Received for information

- c) Pam McKenzie, Culture Days Coordinator – Ontario Culture Days  
**Re:** Request for Proclamation – Culture Days Ontario  
**Reference:** Motion to be presented under New Business
  
- d) Shelia Olan-Maclean, President – CUPE Ontario  
**Re:** Request for Proclamation – Annual Child Care Worker and Early Childhood Educator Appreciation Day  
**Reference:** Received for Information
  
- e) MP Cheryl Gallant – Renfrew-Nipissing-Pembroke  
**Re:** Request for Support – Small Campground Taxation  
**Reference:** Received for Information
  
- f) Stephanie Cole – Prostate Cancer Awareness  
**Re:** Request for Proclamation – September 2016 as “Prostate Cancer Awareness Month”  
**Reference:** Motion under New Business

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. f) 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) Minutes of the Timiskaming Health Unit Board of Health meeting held on May 25, 2016;
- b) Minutes of the Physician Recruitment and Retention Committee meeting held on June 27, 2016;
- c) Minutes of the New Liskeard Business Improvement Area Board meeting held on June 13, 2016;
- d) Minutes of the New Liskeard Business Improvement Area Board meeting held on July 13, 2016;
- e) Minutes of the OCWA Consultation meeting held on July 19, 2016;
- f) Minutes of the Earleton-Timiskaming Regional Airport Municipal Services Board meeting held on July 21, 2016 and July 2016 Airport Report; and
- g) Minutes of the OCWA consultation meeting held on August 24, 2016.

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

*Draft Motion*

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on July 26, 2016; and
- b) Minutes of the Public Works Committee meeting held on July 26, 2016.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) **Proclamation of September 25 - 27, 2015 as “Culture Days”**

*Draft Motion*

Whereas culture constitutes one of the main identity factors of the City of



Temiskaming Shores and of the quality of life of its citizens; and

Whereas culture is an intrinsic component both of individual and societal development; and

Whereas the City of Temiskaming Shores has already shown its intention to implement projects that affirm both its cultural identity and the active participation of its citizens to the cultural life of the municipality; and

Whereas the cultural community has set up an annual national event, Ontario Culture Days, that would consolidate a number of cultural events under a common theme across Canada by promoting the widest possible access to the arts, heritage and culture.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim September 30<sup>th</sup> to October 2<sup>nd</sup>, 2016 as **“Culture Days”**.

**b) Proclamation of September 2016 as “Prostate Cancer Awareness Month”**

Draft Motion

Whereas prostate cancer is the most common cancer to affect men; and

Whereas 1 in 8 Canadian men will be diagnosed with the disease in his lifetime; and

Whereas the survival rate for prostate cancer can be over 90% when detected early; and

Whereas those with a family history of the disease, or those of African or Caribbean descent, are at greater risk of developing prostate cancer; and

Whereas Prostate Cancer Canada recommends that men get a PSA test in their 40s to establish their baseline.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim September 2016 as **“Prostate Cancer Awareness Month”**.

**c) Memo No. 005-2016-PPP – Appointment of Community Emergency Management Coordinator Alternate – K. Conlin**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2016-PPP; and

That Council directs staff to prepare an amendment to By-law No. 2015-118 to appoint Kelly Conlin as a Community Emergency Management Coordinator Alternate.

**d) Memo No. 022-2016-PW – Correspondence from Fred Paoletti dated June 28, 2016**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 022-2016-PW; and

That Council directs the Municipal Clerk respond to Mr. Fred Paoletti in regards to his correspondence of concern dated June 28, 2016 based on the information contained in Memo No. 022-2016-PW.

**e) Memo No. 023-2016-PW – Canada 150 Contribution Funding – Upgrades to the Temiskaming Shores Library – New Liskeard Branch**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 023-2016-PW; and

That Council directs the staff to prepare the necessary by-law to enter into a Contribution Agreement with Industry Canada (FedNor) under the Canada 150 Community Infrastructure Program in the amount of \$100,000 for upgrades to the Temiskaming Shores Library – New Liskeard Branch for consideration at the September 6, 2016 Regular Council meeting.

**f) Administrative Report No. PW-042-2016 – Gray Road / Elm Street Sanitary Lift Stations – Contract Administration**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-042-2016; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Exp Services Inc. for Contract Administration and Project Management for the construction of the Gray Road Sanitary Lift Station, Elm Avenue Sanitary Lift Station and Elm Street Reconstruction Project in the amount of \$380,560.80 plus applicable taxes for consideration at the September 6, 2016 Regular Council meeting.

**g) Administrative Report No. PW-043-2016 – Water/Wastewater Treatment Facilities Operational Agreement – Ontario Clean Water Agency**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-043-2016;

That Council directs staff to finalize negotiations with the Ontario Clean Water Agency (OCWA), for the operation, maintenance and management of the municipality's water and wastewater treatment facilities and associated utility infrastructure, for a five (5) year term with an option to extend; and

That Council directs staff to prepare the necessary By-law to enter into the Service Agreement with the Ontario Clean Water Agency for consideration at the September 20, 2016 Regular Council meeting.

**h) Administrative Report No. PW-044-2016 – Flooring Upgrades at the Haileybury Medical Centre**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-044-2016; and

That Council directs staff to prepare the necessary by-law and agreement with G. Belanger Construction for flooring upgrades at the Haileybury Medical Centre at an upset limit of \$22,990 plus applicable taxes for consideration at the September 6, 2016 Regular Council meeting.

**i) Administrative Report No. RS-020-2016 – Age Friendly Community Plan – Financial Plan**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-020-2016;

That Council directs staff to prepare the necessary by-law to adopt the Age Friendly Community Plan for consideration at the September 20, 2016 Regular Council meeting; and

That Council agrees to consider the draft financial and implementation plan as part of the 2017 budget process.

**j) Memo No. 008-2016-RS – Ontario 150 Community Capital Program**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 008-2016-RS; and

That Council approves the submission of a funding application to the Ontario Trillium Foundation - Ontario150 Community Capital Program for upgrades to the Dymond Firefighters Park at a total project cost of \$55,800 plus applicable taxes which includes a municipal contribution of \$27,900 from the 2017 Capital Budget Program.

**k) Memo No. 009-2016-RS – New Horizons Funding Program**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 009-2016-RS; and

That Council approves the submission of a funding application to the New Horizons Funding Program for a Seniors Program in Temiskaming Shores at a total project cost of \$12,600 which includes a municipal contribution of \$1,200 cash and \$1,400 in-kind from the 2017 Budget.

**l) Administrative Report No. CGP-021-2016 – Zoning By-law Amendment ZBA-2016-02 (D) – Brownlee & Sons Equipment Corp. – 437099 Hawn Dr.**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-021-2016;

That Council refuses Zoning By-law Amendment Application ZBA-2016-02(D) as submitted by Jeff Celentano Consulting Services on behalf of Ken Brownlee and Sons Equipment Corp. for the following reasons:

- The City of Temiskaming Shores Official Plan considers the Town Centres designation as the primary area for commercial development, with the Mixed Use Areas also permitting commercial development. The proposed retail store would be more suitable in one of these designations;
- The City of Temiskaming Shores Official Plan states that within the Employment Area designation, industrial parks are designed primarily for industrial uses, but commercial uses may be permitted provided they are appropriate to a predominantly industrial setting. The proposed retail store is not related to an industrial use and does not require location in an industrial area;
- The Township of Dymond Zoning By-law does not contemplate retail establishments in the Manufacturing Industrial (M2) Zone but does permit these uses in the Highway/Service Commercial (C1) and Shopping Centre Commercial (C2) Zones. Retail establishments would be permitted as accessory uses in the M2 Zone provided they are included in, form a subordinate part of, and are clearly secondary to the main industrial use and do not change the industrial nature of the property;
- The proposed retail establishment is a separate business from the main industrial use on the property and no other instances of this arrangement in this industrial park have been approved since the Township of Dymond Zoning By-law was passed in 1985. The original intent of the Township of Dymond Zoning By-law was for the establishment and operation of industrial uses.

**m) January - August 2016 Year-to-Date Capital Financial Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to August 2016 Year-to-Date Capital Financial Report for information purposes.

**n) Memo No. 020-2016-CS – Attendance to the OGRA/ROMA Conferences**

Draft Motion

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2016-CS and approves the attendance of \_\_\_\_\_ and \_\_\_\_\_ to the Rural Ontario Municipalities Association (ROMA) Conference scheduled for January 29 to January 31, 2017 in Toronto; 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.

or

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2016-CS; and

That Council hereby foregoes participation in the 2017 Rural Ontario Municipal Association Conference and the 2017 Ontario Good Roads Association Conference in 2017.

**o) Administrative Report No. CS-012-2016 – Employee Benefit Program Renewal**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-012-2016;

That Council approves the Administrative Services Only (ASO) Plan with premiums of \$323,760 for 2016-2017 in addition to the costs paid by the City for medical events and health benefits as they are incurred with applicable administrative fees; and

That Council for the City of Temiskaming Shores directs staff to prepare the necessary by-law to renew the Great West Life Employee Benefit Plan administered through Dibrina Sure Benefits Consulting Inc. for consideration at the September 20, 2016 Regular Council meeting.

**p) Administrative Report No. CS-013-2016 – 2017 Temiskaming Transit Fares**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-013-2016;

That Council endorses the recommendation of the Temiskaming Transit Committee to increase the Temiskaming Transit Fares by \$0.25, the monthly passes by \$5.00 and eliminate the 10% discount for a book of 10 transit tickets; and

That Council approves the following Transit Fare Schedule effective January 1, 2017:

Adult Fare	\$ 3.00
Senior/Student Fare	\$ 2.75
Book of 10 Adult Tickets	\$ 30.00
Book of 10 Senior/Student Tickets	\$ 27.50
Adult Monthly Pass	\$ 85.00
Senior/Student Monthly Pass	\$ 65.00

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2016-143 Being a by-law to amend By-law No. 2012-101 (Traffic By-law) to Prohibit parking on Mary Street (Bussing) and various other streets to accommodate STATO Trail

By-law No. 2016-144 Being a by-law to enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard branch

By-law No. 2016-145 Being a by-law to enter into an Agreement with EXP Services Inc. for Contract Administration and Project

Management for the construction of the Gray Road Sanitary Lift Station, Elm Avenue Sanitary Lift Station and Elm Avenue Reconstruction

By-law No. 2016-146 Being a by-law to enter into an Agreement with G. Belanger Construction for the replacement of flooring at the Haileybury Medical Centre

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2016-143;

By-law No. 2016-144;

By-law No. 2016-145; and

By-law No. 2016-146.

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, September 20, 2016 at 6:00 p.m.
- b) Regular – Tuesday, October 4, 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 August 2, 2016 – Closed Session Minutes**
- b) **Adoption of the August 25, 2016 – Closed Session Minutes**
- c) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Public Works staffing – Confidential Administrative Report No. CS-011-2016**
- d) **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. 2016-147 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **August 25, 2016** and its Regular meeting held on **September 6, 2016** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2016-147 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, August 2, 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 Kidd at 6:00 p.m.

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Jesse Foley, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager  
David B. Treen Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Kelly Conlin, Director of Corporate Services (A)  
Tim Uttley, Fire Chief  
Jennifer Pye, Planner  
Clayton Seymour, Chief Building Official

Regrets: Councillor Patricia Hewitt and Doug Jelly

Media: Diane Johnston, Temiskaming Speaker  
Jim Patrick, CJTT 104.5 FM

Members of the Public: 13

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

**Additions**

**Under Item 15 – New Business add:**

**z) Administrative Report No. PPP-010-2016 – Training Officer’s Position**

**4. Approval of Agenda**

*Resolution No. 2016-386*

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

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

**Carried**

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

None

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

*Resolution No. 2016-387*

Moved by: Councillor McArthur  
Seconded by: Councillor Foley

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

a) Regular Meeting of Council – July 5, 2016

**Carried**

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

*7.1. Application for Zoning By-law Amendment*

**Application No.:** ZBA-2016-02 (D)

**Subject Land:** 437099 Hawn Drive

**Applicant:** Ken Brownlee and Sons Equipment Corp.

**Purpose:** To change the zoning of the property from Manufacturing Industrial (M2) to Manufacturing Industrial with an exception to allow a retail store within the existing building, in addition to the permitted uses on the property.

Mayor Kidd indicated that the public meeting scheduled for tonight is for one Zoning By-law Amendment and stated that the Planning Act requires that a public meeting be held before Council decides whether to pass a by-law adopting a proposed amendment.

Mayor Kidd noted that the public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendment and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act and requested that Planner, Jennifer Pye provide details related to the application.

Jennifer Pye, utilizing powerpoint, indicated that the subject lands are within the Dymond Industrial Park and are currently zoned Manufacturing Industrial (M2) "Brownlee Equipment". The applicant is proposing to rent a portion of the existing facility as a Retail Store selling outdoor recreational supplies and equipment (hunting and fishing supplies) necessitating the requirement for an amendment. Jennifer outlined the Official Plan designation as Employment Area. The amendment would be limited to a maximum floor area of 2,500 ft<sup>2</sup> within the existing building. Jennifer outlined that the next steps would be for council to consider an Administrative Report, Planning Report and draft by-law at the September 6, 2016 Regular Council meeting; notice of Council's decision issued the following day trigger the commencement of the 20 day appeal period.

Mayor Kidd thanked Jennifer for her presentation and inquired if there were any comments from the applicant.

Ken Brownlee outlined that Patrick of John's Tackle Box and himself had discussed Patrick opening a Retail Store as their clientele is the same and there is highway exposure which would help increase customer volume. There is limited exposure along Highway 11 that can compare to this location.

Mayor Kidd inquired if there were any comments from members of the public. With none, Mayor Kidd inquired if there were any questions from members of Council.

Councillor McArthur inquired if the intention, if this was approved, were to close the John's Tackle Box on the waterfront. It responded that there would be two locations.

Mayor Kidd inquired of the applicant as to whether his clientele would insist on a paved road or would they be comfortable with the existing gravel road? Mr. Brownlee responded that a paved road is not necessary the objective is to catch the traffic off of the highway. Mr. Brownlee added that if you had a manufacturer within the park with 500 employees you would have a lot more daily traffic from that than what they would have from the Retail.

With no further comments, Mayor Kidd thanked Mr. Brownlee and declared the public meeting to closed and advised that Council would give due consideration to all comments received.

**8. Question and Answer Period**

None.

**9. Presentations / Delegations**

a) Fern Pedersen - Resident

**Re:** Condition and Use of Rockley Road

Mr. Pedersen inquired about the speed limit along Rockley Road and feels it should be limited to 40 km/h. Mr. Pedersen is concerned as he walks along their daily.

Mayor Kidd indicated that the City will consider his concerns.

Mr. Pedersen also outlined concerns with noise emanating from the Miller Paving complex during the middle of the night (1:30 am). Mr. Pedersen also raised concerns with how Miller's are storing their garbage, it smells and many raccoons are getting into their garage. Mr. Pedersen suggested that they relocate the bin such that it is not in front of the houses.

Mayor Kidd indicated that he and the Director of Public Works would make Miller's aware of his concerns.

**10. Communications**

a) Jim Cassimatis, Assistant Deputy Minister – Municipal Affairs and Housing

**Re:** Proposed amendments to the Residential Tenancies Act, 2006

**Reference:** Referred to Protection to Persons and Property Committee – Review of Property Standards By-law

b) Steven Del Duca, Minister of Transportation & Michael Gravelle, Minister of Northern Development and Mines

**Re:** Letter Cobalt Mayor Tina Sartoretto – Intercity Bus Consultation

**Reference:** Referred to Temiskaming Transit Committee

- c) Ross Nichols, Fire Marshal and Chief – Ministry of Community Safety and Correctional Services

**Re:** Office of the Fire Marshal and Emergency Management – New Organizational Structure

**Reference:** Received for Information

- d) Fred Paoletti, Resident

**Re:** Snow removal, intersection sight-lines (hedges) and ONR property concerns

**Reference:** Referred to Protection to Persons and Property Committee and Director of Public Works

- e) Jamie Allen, Clerk - Town of Latchford

**Re:** Request for Support – Price of Electricity in Ontario

**Reference:** Received for Information

- f) Pearl Fong-West, Superintendent of Business & Finance – District School Board Ontario North East

**Re:** Property declared Surplus to needs of DSBONE – Haileybury Public School

**Reference:** Received for Information

- g) Brent Kennedy, Director, Rural Programs Branch – Ministry of Agriculture, Food and Rural Affairs

**Re:** Moving Ontario Forward – Expanded OCIF program increase from \$100 million to \$300 million per year by 2018-19

**Reference:** Refer to Memo No. 017-2016-PW under New Business

h) Kevin Heath, City Clerk – City of Quinte West

**Re:** Request for Support – Taxation Impact on Campgrounds

**Reference:** Received for Information

i) John Vanthof, MPP Timiskaming-Cochrane

**Re:** Request for Support – Northern Legislative Committee

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

j) Maureen Adamson, Deputy Minister – Ministry of Tourism, Culture and Sport

**Re:** Launch of Culture Strategy – Actions to strengthen culture in Ontario

**Reference:** Referred to Economic Development Officer

k) Stéphanie Lamothe, New Liskeard Business Improvement Area Coordinator

**Re:** Road Closure Request – Back-to-School Event

**Reference:** Motion under New Business

l) Mayor Brian Bigger – City of Greater Sudbury

**Re:** Invitation to Mayor Kidd – 30<sup>th</sup> Annual Northern Ontario Business Awards – October 6, 2016

**Reference:** Motion under New Business

m) Lion Jim Rohrbach – Lions International

**Re:** Request – One Day to fly Lions Club International flag in celebration of their 100<sup>th</sup> Anniversary of Service to Humanity

**Reference:** Received for Information

Resolution No. 2016-388

Moved by: Councillor Foley  
Seconded by: Councillor McArthur

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

**Carried**

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

Resolution No. 2016-389

Moved by: Councillor Laferriere  
Seconded by: Councillor Foley

Be it resolved that the following minutes and/or reports be accepted for information:

- a) Minutes of the District of Timiskaming Social Services Administrative Board meeting held on April 27, 2016;
- b) Minutes of the Committee of Adjustment meeting held on May 25, 2016;
- c) Minutes of the Age Friendly Community Committee meeting held on June 13, 2016;
- d) Minutes of the Temiskaming Transit Committee meeting held on July 6, 2016;
- e) Minutes of the Northeastern Ontario Municipal Association meeting held on May 27, 2016;
- f) Minutes of the Earlton-Timiskaming Regional Airport meeting held on June 16, 2016 and the June 2016 Airport Activity Report; and
- g) Minutes of the Committee of Adjustment meeting held on June 29, 2016.

**Carried**

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

Resolution No. 2016-390

Moved by: Councillor Laferriere



Seconded by: Councillor Whalen

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

- a) Minutes of the Building Maintenance Committee meeting held on June 23, 2016;
- b) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on June 15, 2016;
- c) Minutes of the Protection to Persons and Property Committee meeting held on June 23, 2016;
- d) Minutes of the Public Works Committee meeting held on June 23, 2016; and
- e) Minutes of the Corporate Services Committee meeting held on June 09, 2016.

**Carried**

**13. Reports by Members of Council**

Councillor Whalen reported on the following:

- FONOM: Executive for FONOM has remained the same and he will still be Vice President.
- AMO Conference: August 14-17 Councillor Whalen and McArthur will be at the conference and will be meeting with Minister Gravelle in order to bring up some City issues.

**14. Notice of Motions**

None

**15. New Business**

- a) **Support – MPP John Vanthof – Northern Legislative Committee**

*Resolution No. 2016-391*

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Whereas prior to the 2014 Provincial Election MPP John Vanthof Timiskaming-Cochrane introduced a motion in the Provincial Legislature to create a Northern Legislative Committee; and

Whereas the Northern Legislative Committee would include all Members of Provincial Parliament from Northern Ontario, regardless of party affiliation with a role to ensure Government Legislation would reflect the needs of Northern Ontario through proposed amendments; and

Whereas the motion passed to create this Northern Legislative Committee, but no action was taken by Government and the motion died when the 2014 election was called; and

Whereas Northern Ontario is much different than what Southern Ontario perceives and the contribution that Northern Ontario provides to the Province is not well understood in Southern Ontario; and

Whereas MPP John Vanthof has once again introduced the Northern Legislative Committee in the Legislature which will be debated in early October 2016;

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby supports the motion of MPP John Vanthof for the creation of a Northern Legislative Committee comprised of all Members of Provincial Parliament from Northern Ontario; and

Further that a copy of this resolution be sent to Timiskaming-Cochrane MPP, John Vanthof.

**Carried**

**b) Approval of attendance to the 30<sup>th</sup> Annual Northern Ontario Business Awards (NOBA) – Sudbury – October 6, 2016**

Resolution No. 2016-392

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby approves the attendance of **Mayor Kidd** to the 30<sup>th</sup> Annual Northern Ontario Business Awards scheduled for October 6, 2016 in Sudbury; 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**

**c) Memo No. 017-2016-PW – Ontario Community Infrastructure Fund (OCIF) – Formula-based Funding Announcement**

Resolution No. 2016-393

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 017-2016-PW for information purposes.

**Carried**

**d) Memo No. 018-2016-PW – Acceptance of Primary Services and Public Use Assumption of Roadways for FPT Dawson Point Road Subdivision**

Resolution No. 2016-394

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 018-2016-PW;

That Council directs staff to prepare the necessary by-law for the assumption of Primary Services for the Phase I FPT Dawson Point Subdivision for consideration at the August 2, 2016 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law for the assumption of Highways for public use within the City of Temiskaming Shores for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**e) Memo No. 019-2016-PW – Contract Change Order – Boiler Attachment for Vacuum Truck**

Resolution No. 2016-395

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 019-2016-PW; and

That Council approves Contract Change Order No. 001 to By-law No. 2016-104, being an agreement with Joe Johnson Equipment in the amount of \$7,134.40 for a Boiler attachment to the supplied Sewer Vacuum / Flusher Truck.

**Carried**

**f) Administrative Report No. PW-035-2016 – Dymond Reservoir Upgrades – OCWA Optional Services Agreement**

Resolution No. 2016-396

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-035-2016;

That Council agrees to waive the Tender requirements of the City's Purchasing Policy, as set forth in Section 4.10 of By-law No. 2009-012, and authorizes an agreement with the Ontario Clean Water Agency under provisions of Section 4.11 – Optional Services of By-law No. 2011-117, for the upgrades to the Dymond Reservoir associated with the 50% cost sharing/partnership agreement with Conseil Scolaire Catholique de District des Grandes Rivieres (CSCDGR) at an upset limit of \$95,117.48 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law to enter into an Optional Services Agreement with Ontario Clean Water Agency for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**g) Administrative Report No. PW-036-2016-PW – Retaining Wall Upgrades – Haileybury Medical Centre**

Resolution No. 2016-397

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-036-2016; and

That Council directs staff to prepare the necessary by-law and agreement with James Lathem Excavating for Retaining Wall Upgrades and Accessible Parking at the Haileybury Medical Centre at an upset limit of \$32,305 plus applicable taxes for consideration at the August 2, 2016, Regular Council meeting.

**Carried**

**h) Administrative Report No. PW-037-2016 – Amendments to Traffic By-law No. 2012-101**

**Clarification: Resolution 2016-398 was expanded from original to better clarify the proposed sections to which parking would be prohibited.**

**Resolution No. 2016-398**

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-037-2016; and

That Council directs Staff to prepare the necessary by-law to amend By-law 2012-101 (Traffic By-law) to include prohibited parking on the following streets to accommodate School Bus Traffic:

<b><u>Street</u></b>	<b><u>Side</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Mary Street	East	Whitewood Ave	Dymond Ave

That Council directs Staff to prepare the necessary by-law to amend By-law 2012-101 (Traffic By-law) to include prohibited parking on the following streets to accommodate extension of the STATO Trail:

<b><u>Street</u></b>	<b><u>Side</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Murray Street	North	Armstrong St	May St
May Street	West	Murray St	Hessle St
Hessle Street	North	McKelvie St	Armstrong St
Grant Drive	East	Wilson Dr	Drive-In Theatre Rd
Laurette Street	East	Drive-In Theatre Rd	Crystal Cres

That the necessary by-law to amend By-law No. 2012-101 be considered at the September 6, 2016 Regular Council meeting.

**Carried**

**i) Administrative Report No. PW-038-2016 – Tender Award – North Cobalt Water Stabilization Project**

**Resolution No. 2016-399**

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-038-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the North Cobalt Water Stabilization Project contract to *Pedersen Construction (2013) Inc.* in the amount of \$1,773,093 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**j) Administrative Report No. PW-039-2016 – Engineering Assignment – Investigation of Parapet Wall – New Liskeard Library**

Resolution No. 2016-400

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-039-2016; and

That Council directs staff to prepare the necessary by-law and agreement with EXP Services, based on Request for Proposal PW-RFP-012-2016 at an upset limit of \$5,500 plus applicable taxes, for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**k) Administrative Report No. PW-040-2016 – New Liskeard Business Improvement Area – Road Closure – Back-to-School Event August 19, 2016**

Resolution No. 2016-401

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-040-2016; and

That Council directs staff to prepare the necessary Temporary Road Closures Notice for the 2016 New Liskeard Business Improvement Area's Back-To-School Event and circulate the associated Notice to affected parties.

**Carried**

**l) Administrative Report No. PW-041-2016 – STATO Trail Extension (Wilson Avenue to Laurette Street)**

Resolution No. 2016-402

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-041-2016 particularly Appendix 01 – Opening Results and Appendix 02 – Draft Agreement;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the *Construction of the STATO Trail – Wilson to Laurette* contract to *Miller Paving Limited* in the amount of \$206,162.50 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**m) Administrative Report No. CGP-016-2016 – Downtown Event Infrastructure Funding**

Resolution No. 2016-403

Moved by: Councillor Whalen  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-016-2016;

That Council supports the submission of a funding application to NOHFC in the amount of \$58,500 to complete the Downtown Event Infrastructure Project;

That Council hereby allocates \$12,000 toward this project through the New Liskeard BIA budget as approved by the New Liskeard BIA Board; and

That Council and/or the New Liskeard BIA Board will cover any cost overruns incurred by the project.

**Motion to Amend**

Resolution No. 2016-403-A

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby amends the Motion (Resolution 2016-403) by replacing the last paragraph with the following:

That any cost overruns must be considered by Council for approval.

Resolution No. 2016-403 (as amended)

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-016-2016;

That Council supports the submission of a funding application to NOHFC in the amount of \$58,500 to complete the Downtown Event Infrastructure Project;

That Council hereby allocates \$12,000 toward this project through the New Liskeard BIA budget as approved by the New Liskeard BIA Board; and

That any cost overruns must be considered by Council for approval.

**Carried**

**n) Administrative Report No. CGP-017-2016 – Amendment to By-law No. 2013-052 (Building By-law) to modify Building Permit Fees**

Resolution No. 2016-404

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-017-2016; and

That Council directs staff to provide notice of a public meeting, scheduled for September 6, 2016, in accordance with the Building Code Act and Building By-law No. 2013-052 in regards to proposed Building Permit Application Fee changes.

**Carried**

**o) Administrative Report No. CGP-018-2016 – Amendment to Sign By-law No. 2007-019 – North Haven Plaza Inc.**

Resolution No. 2016-405

Moved by: Councillor Foley

Seconded by: Councillor Laferriere



Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-018-2016;

That Council directs staff to prepare a notice of a Public Meeting with respect to consideration of an amendment to Sign By-law No. 2007-019 specific to the installation of a Freestanding Billboard at the North Haven Plaza located at the intersection of Armstrong Street and Sharpe Street to be held as part of the September 6, 2016 Regular Council meeting; and

That the notice be circulated to all residential properties within the 91.44 m (300 ft.) buffer as well as within the Community Bulletin.

**Carried**

**p) Administrative Report No. CGP-019-2016 – Site Plan Control Agreement - École Sacré-Coeur – 100 Lakeshore Road North**

Resolution No. 2016-406

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-019-2016; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Manuel DaSilva for the former school located at 100 Lakeshore Road North for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**q) Administrative Report No. CGP-020-2016 – Award of Contract for New Comprehensive Zoning By-law for the City of Temiskaming Shores**

Resolution No. 2016-407

Moved by: Councillor Whalen  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-020-2016; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Planscape Inc. for the preparation of a new Comprehensive Zoning By-law at an upset limit of \$59,560 plus application taxes for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**r) January 2016 to June 2016 Operating Year-to-Date Financial Report**

Resolution No. 2016-408

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January 2016 to June 2016 Operating Year-to-Date Financial Report for information purposes.

**Carried**

**s) July 2016 Capital Projects Financial Report**

Resolution No. 2016-409

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the July 2016 Capital Projects Financial Report for information purposes.

**Carried**

**t) Memo No. 016-2016-CS – Amendment to Procedural By-law 2008-160 – Distribution of Council Package**

Resolution No. 2016-410

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 016-2016-CS; and

That Council directs staff to continue the practice of circulating the Council package on the Wednesday prior to a Regular Council meeting and further directs staff to prepare the necessary by-law to amend By-law No. 2008-160 (Procedural by-law) for consideration at a future Council meeting.

**Carried**

**u) Memo No. 018-2016-CS – Adoption of an Age Friendly Community Plan**

Resolution No. 2016-411

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 018-2016-CS; and

That Council hereby defers adoption of the Age Friendly Community Plan pending an analysis by staff in regards to the financial and staffing implications.

**Carried**

**v) Memo No. 019-2016-CS – Appointment of Building Inspector – Steve Langford**

Resolution No. 2016-412

Moved by: Councillor Whalen  
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 019-2016-CS; and

That Council directs staff to prepare the necessary by-law to appoint Stephen Langford as an interim Building Inspector effective August 3, 2016.

**Carried**

**w) Administrative Report No. CS-008-2016 – Occupation of Municipal Land – Permission to Clean Up (George Hurteau)**

Resolution No. 2016-413

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with George Hurteau for the Occupation of Municipal Land for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**x) Administrative Report No. CS-009-2016 – Charitable Sponsorship Policy**

Resolution No. 2016-414

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

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

That Council directs staff to prepare the necessary by-law to adopt a Charitable Sponsorship Policy for consideration at the August 2, 2016 Regular Council meeting.

**Carried**

**y) Administrative Report No. CS-010-2016 – Civic Addressing –  
Shepherdson Road**

Resolution No. 2016-415

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

That Council hereby concurs with the re-assignment of Civic Addresses for properties along Shepherdson Road.

**Carried**

**z) Administrative Report No. PPP-010-2016 – Training Officer’s Report**

Resolution No. 2016-416

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

That Council hereby approves the continuation of the full-time Training Officer’s position for the Fire and Emergency Management Services Department; and

That Council further approves a monthly cell phone allowance be paid as part of the Training Officer’s position as per current policy.

**Carried**

**16. By-laws**

Resolution No. 2016-417

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2016-124 Being a by-law to amend By-law No. 2015-142 being a by-law to enter into a Funding Agreement with Northern Ontario Heritage Corporation (NOHFC) under the Northern Ontario Internship Program Agreement – Engineering Technician – 2<sup>nd</sup> Year of Funding

By-law No. 2016-125 Being a by-law for the assumption of Municipal Services for the Phase 1 FPT Dawson Point Road Subdivision Development

By-law No. 2016-126 Being a by-law for the assumption of Highways for public use (Fisher Avenue, Red Fox Avenue, Partridge Street & Robin Street)

By-law No. 2016-127 Being a by-law to enter into an Optional Service Agreement with Ontario Clean Water Agency (OCWA) for upgrades to the Dymond Reservoir

By-law No. 2016-128 Being a by-law to enter into an agreement with James Lathem Excavating Limited for upgrades to the retaining wall and accessible parking spaces at the Haileybury Medical Centre

By-law No. 2016-129 Being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for the North Cobalt Water Stabilization Project

By-law No. 2016-130 Being a by-law to enter into an agreement with EXP Services Inc. for Engineering Services for the investigation of the parapet wall at the Temiskaming Shores Library – New Liskeard Branch

- By-law No. 2016-131 Being a by-law to authorize Temporary Road Closures (New Liskeard BIA Back-to-School Event)
- By-law No. 2016-132 Being a by-law to enter into an Agreement with George Hurteau for the Occupation of Municipal Land – Roll No. 54-18-030-008-042.00
- By-law No. 2016-133 Being a by-law to adopt a Charitable Sponsorship Policy for the City of Temiskaming Shores
- By-law No. 2016-134 Being a by-law to authorize a Financial Agreement with Ontario Infrastructure and Lands Corporation (OILC) as an application submitted under By-law No. 2016-112 for a Capital Project (Vehicle Replacement) for the City of Temiskaming Shores
- By-law No. 2016-135 Being a by-law to enter into an agreement with Planscape Inc. for Consulting Services for a new Comprehensive Zoning By-law for the City of Temiskaming Shores
- By-law No. 2016-136 Being a by-law to appoint an Interim Building Inspector – Stephen Langford
- By-law No. 2016-137 Being a by-law to authorize the Execution of a Site Plan Control Agreement with Manuel DaSilva for 100 Lakeshore Road North – Roll No. 54-18-010-006-032.00
- By-law No. 2016-138 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 – Wilson Avenue / Grant Drive / Drive-In Theatre Road / Laurette Street all within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-418

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-124;

By-law No. 2016-125;

By-law No. 2016-126;

By-law No. 2016-127;

By-law No. 2016-128;

By-law No. 2016-129;

By-law No. 2016-130;

By-law No. 2016-131;

By-law No. 2016-132;

By-law No. 2016-133;

By-law No. 2016-134;

By-law No. 2016-135;

By-law No. 2016-136;

By-law No. 2016-137; and

By-law No. 2016-138

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, September 6, 2016 at 6:00 p.m.

b) Regular – Tuesday, September 20, 2016 at 6:00 p.m.

**18. Question and Answer Period*****Molly Ward – 95 Niven Street South***

Molly thanked Mayor and Council for listening and acting on her request of May 17, 2016 (water service connection) with special acknowledgement to Chris Oslund for keeping her informed.

***Michael White – 1399 Lakeshore Road South***

Mike White inquired if By-laws are enforced 24 hours a day and if so, by whom; what is the process. Mayor Kidd indicated that in most instances complaints are received during normal working hours at City Hall and then acted upon by enforcement staff. If necessary, enforcement schedules are modified for enforcement purposes. City Manager added that the Ontario Provincial Police, depending on the infraction (i.e. noise) do have the ability to enforce certain by-laws after normal working hours.

**19. Closed Session*****Resolution No. 2016-419***

Moved by: Councillor Whalen  
Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 7:15 p.m. to discuss the following matters:

- a) Adoption of the July 5, 2016 – Closed Session Minutes
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – Confidential Memo No. 017-2016-CS
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Part-time Custodian Position – Confidential Memo No. 020-2016-CS custodian

**Carried**

***Resolution No. 2016-420***

Moved by: Councillor Laferriere  
Seconded by: Councillor Foley



Be it resolved that Council agrees to rise with report at 7:22 p.m.

**Carried**

**Matters from Closed Session**

**a) Adoption of the July 5, 2016 – Closed Session Minutes**

Resolution No. 2016-421

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council approves the July 5, 2016 Closed Session Minutes as printed.

**Carried**

**b) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – Confidential Memo No. 017-2016-CS**

Staff reviewed Confidential Memo No. 017-2016-CS with Council.

**c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Part-time Custodian Position – Confidential Memo No. 020-2016-CS custodian**

Resolution No. 2016-422

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Confidential Memo No. 020-201-CS;

That Council hereby approves the reclassification of the part-time custodian to a full-time custodian with a 32 hour work week.

**Carried**

**20. Confirming By-law**

Resolution No. 2016-423

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2016-139 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 **August 2, 2016** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-424

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2016-139 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2016-425

Moved by: Councillor McArthur  
Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 7:24 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores  
Special Meeting of Council  
Thursday, August 25, 2016  
12:00 P.M.  
City Hall – New Liskeard Boardroom – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Kidd at 12:00 p.m.

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Patricia Hewitt, Doug Jelly, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager  
David B. Treen Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Kelly Conlin, Director of Corporate Services (A)  
Jennifer Pye, Planner

Regrets: Councillor Jesse Foley and Jeff Laferriere

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchburger, CJTT 104.5 FM

Members of the Public: 0

**3. Approval of Agenda**

Resolution No. 2016-426

Moved by: Councillor Jelly  
Seconded by: Councillor McArthur

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

**Carried**

**4. Declaration of Special Meeting**

*Resolution No. 2016-427*

Moved by: Councillor Whalen  
Seconded by: Councillor Hewitt

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

**Carried**

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

None

**6. New Business**

**a) Memo No. 020-2016-PW – Contract Change Order No. 001 – North Cobalt Water Stabilization Project**

*Resolution No. 2016-428*

Moved by: Councillor Whalen  
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2016-PW; and

That Council approves Contract Change Order No. 001 to By-law No. 2016-129, being an agreement with Pedersen Construction (2013) in the amount of \$165,400 plus applicable taxes for the installation of an 800 m of 150 mm (6”) watermain from Cecil Street to King Street (North Cobalt) to service lots along Niven Street South.

**Carried**

**b) Memo No. 021-2016-PW – Contract Administration and Project Management Services – North Cobalt Water Stabilization Project**

*Resolution No. 2016-429*

Moved by: Councillor Jelly  
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2016-PW;

That Council directs staff to prepare the necessary by-law to enter into an agreement with EXP Services for Contract Administration, Construction Supervision and some minor Mechanical Design work at the Haileybury Water Reservoir in relation to the North Cobalt Water Stabilization Project at an upset limit of \$88,500 plus applicable taxes for consideration at the August 25, 2016 Special Council meeting.

**Carried**

**c) Memo No. 005-2016-RS – Ontario Municipal Cycling Infrastructure Program – Transfer Payment Agreement (STATO Trail)**

Resolution No. 2016-430

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

That Council directs staff to prepare the necessary by-law to enter into a Transfer Payment Agreement with the Ministry of Transportation for the Province of Ontario (Ontario Municipal Cycling Infrastructure Program) in the amount of \$325,000 for consideration at the August 25, 2016 Special Council meeting; and

That Council allocates \$144,500 towards the overall project in the 2017 Capital Budget.

**Carried**

**d) Memo No. 006-2016-RS – Ontario 150 Community Celebration Program – City hosted events to celebrate Canada’s 150<sup>th</sup> Anniversary**

Resolution No. 2016-431

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2016-RS;

That Council authorizes the submission of a funding application in the amount of \$32,418.74 (75% maximum funding) to the Ministry of Citizenship and Immigration/Ministry of Tourism, Culture and Sport Ontario 150 Community Celebration Program to host events estimated at \$43,225 to commemorate Canada’s 150<sup>th</sup> anniversary in 2017 with a municipal contribution of \$3,603; and

That Council acknowledges that the proposed events are jointly sponsored by the City of Temiskaming Shores le Centre culturel ARTEM and the New Liskeard BIA.

**Carried**

- e) **Memo No. 007-2016-RS – Ontario 150 Community Celebration Program – ARTEM hosted events to celebrate Canada’s 150<sup>th</sup> Anniversary**

Resolution No. 2016-432

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2016-RS; and

That Council supports the submission of a funding application to the Ministry of Citizenship and Immigration/Ministry of Tourism, Culture and Sport Ontario 150 Community Celebration Program by le Centre culturel ARTEM for the “150 Years in Temiskaming” event in the amount of \$13,750 with a municipal contribution of \$1,719.

**Carried**

- f) **Administrative Report No. RS-018-2016 – Contract Change Order No. 001 (By-law No. 2016-033) STATO Extension – Hessle to Highway 65 East**

Resolution No. 2016-433

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-018-2016; and

That Council approves Contract Change Order No. 001 in the amount of \$17,820 plus applicable taxes to By-law No. 2016-033, being an agreement with Miller Paving Ltd. for the extension of the STATO Trail from Hessle Street to Highway 65 East.

**Carried**

- g) **Administrative Report No. RS-019-2016 – Contract Change Order No. 001 (By-law No. 2016-138) STATO Extension – Wilson Avenue to Laurette Street**

Resolution No. 2016-434

Moved by: Councillor Whalen  
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-019-2016; and

That Council approves Contract Change Order No. 001 in the amount of \$9,905 plus applicable taxes to By-law No. 2016-138, being an agreement with Miller Paving Ltd. for the extension of the STATO Trail from Wilson Avenue to Laurette Street.

**Carried**

**h) Memo No. 013-2016-CGP – Encroachment Agreement – 678 Brewster Street (Lot 46 and Part of Lot 66 on Plan M-54 N.B.)**

Resolution No. 2016-435

Moved by: Councillor Jelly  
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2016-CGP; and

That Council directs staff to prepare the necessary by-law to enter into an encroachment agreement with Sharon Myra Dionne for consideration at the August 25, 2016 Special Council meeting.

**Carried**

**7. Closed Session**

Resolution No. 2016-436

Moved by: Councillor Jelly  
Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 12:30 p.m. to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Acquisition of Land – View Street

**Carried**

Resolution No. 2016-437

Moved by: Councillor Whalen  
Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report at 12:58 p.m.

**Carried**

Matters from Closed Session

**a) Under Section 239 (2)(c) of the Municipal Act, 2001 – Pending Acquisition of Land - View Street**

Council provided staff with direction on this matter in closed.

**8. By-laws**

Resolution No. 2016-438

Moved by: Councillor McArthur  
Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2016-140 Being a by-law to enter into an agreement with EXP Services Inc. for Engineering Services for the Contract Administration, Construction Supervision and some minor Mechanical Design at the Haileybury Water Reservoir in relation to the North Cobalt Water Stabilization Project

By-law No. 2016-141 Being a by-law to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario under the Ontario Municipal Cycling Infrastructure Program for funding for the extension of the STATO Trail

By-law No. 2016-142 Being a by-law to enter into an Encroachment Agreement with Sharon Myra Dionne owner of the Subject Property – 678 Brewster Street – Lot 46 and Part of Lot 65 on Plan M-46 N. B. – Roll No. 54-18-030-001-062



be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-439

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2016-140;

By-law No. 2016-141; and

By-law No. 2016-142;

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

**Carried**

**9. Adjournment**

Resolution No. 2016-440

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 1:02 p.m.

**Carried**

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Mayor – Carman Kidd

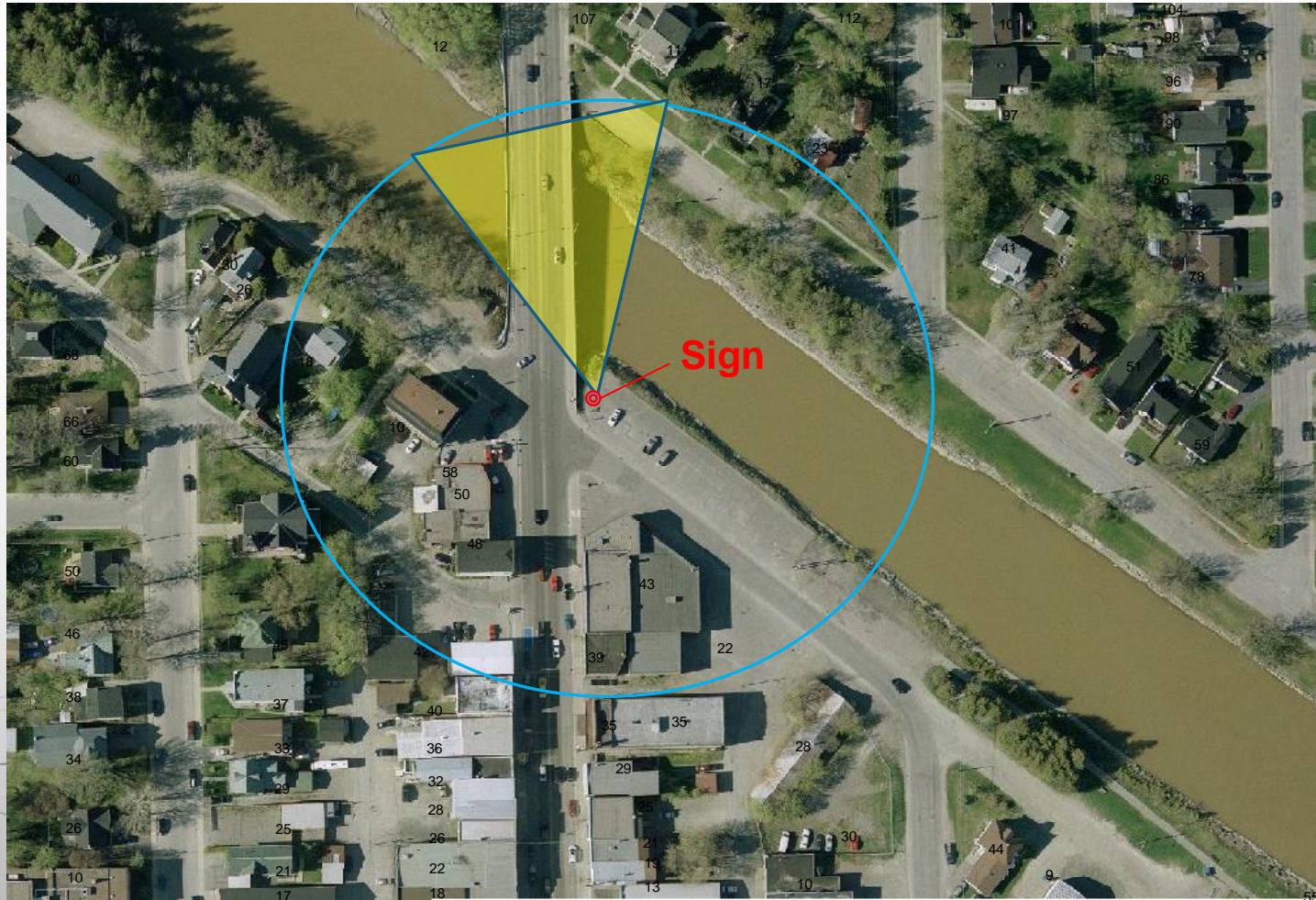
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Clerk – David B. Treen

### Background

- Owner of North Haven Plaza (formerly Wilson Chev Olds at bottom of Wabi Bridge) has applied for the installation of either a Freestanding Changeable Message Sign or Changeable Message Sign on roof of building;
- Subject Property designated Town Centre (Official Plan) and Downtown Commercial (Zoning By-law);
- The proponent (owner) is willing to modify the design and/or location in order to comply with provisions of Sign By-law No. 2007-019, as amended;
- However the 91.44 m (300 ft) horizontal distance to a Residential Zone cannot be met for either proposed location.

# Sign By-law No. 2007-019 Amendment – North Haven



September 6, 2016

### August 2, 2016 Regular Council meeting

- Council considered Administrative Report CGP-018-2016 and adopted Resolution No. 2016-405 directing staff to provide notice of a Public Meeting to consider the installation.
- Notices were sent to internal departments and to dwellings within the 91.4 m radius in the residential zone as well as to the owner of the apartment building at 12 Beavis Terrance and 10 Sharpe Street. Notice was also provided in the Community Bulletin.



# Sign By-law No. 2007-019

## Amendment – North Haven

### Comments received to date:

#### *Public Works*

Strongly opposed to the placement – fear for pedestrians and motorists from distracted drivers;

MTO Sight Distances for at-grade intersections should be applied; 21 m (69 ft) from property line of Armstrong St and 13 m (43 ft) from property line of Sharpe St)





# Sign By-law No. 2007-019

## Amendment – North Haven

### By-law No. 2007-019 Signage By-law

#### *Setback from edge of roadway*

Sign Area	Setback
up to 2.97 m <sup>2</sup> (32 ft <sup>2</sup> )	min. 6.09 m (20 ft <sup>2</sup> )
up to 13.93 m <sup>2</sup> (150 ft <sup>2</sup> )	min. 9.14 m (30 ft <sup>2</sup> )
over 13.93 m <sup>2</sup> (150 ft <sup>2</sup> )	min. 18.28 m (60 ft <sup>2</sup> )

Anticipate a presentation from the Applicant providing further details on the proposed signage.

To: The Mayor and Members of Council,  
City of Temiskaming Shores

August 30<sup>th</sup>, 2016

**Re: Proposed Rezoning - Brownlee Equipment, 437099 Hawn Drive**

Your Worship and Councillors,

My name is Jeff Celentano, and I am a Registered Professional Planner in the Province of Ontario, acting on behalf of Mr. Brian Brownlee, owner of the subject lands and Applicant.

We understand that you have received a report from your Staff on this proposed rezoning and that you will be considering it at the Council Meeting held on Sept. 6<sup>th</sup>. We are seeking Council's support to approve the rezoning, based upon three reasons, as follows:

1) ***The Provincial Policy Statement (or PPS)*** under the Planning Act helps set the policy direction for local planning policies and regulations. Section 1.3 of the PPS sets out Provincial interests related to Employment Areas. "Employment Area" is defined in the PPS to be "...those areas designated in an official plan for clusters of *business and economic activities* including, but not limited to, manufacturing, warehousing, offices, *and associated retail and ancillary facilities*" (words in italics have been emphasized by me). The Applicant's proposal for a site-specific rezoning to include limited retail activity is, in my view, consistent with the PPS.

2) ***The City of Temiskaming Shores Official Plan*** is the guiding land-use policy document for your community. Your Plan refers to policies for "Employment Areas" at Section 4.6. In the opening policy statement at Section 4.6.1, it is noted that "Industrial Parks will be designed primarily for industrial land uses *but may include commercial uses* appropriate to a predominantly industrial setting..." (words in italics have been emphasized by me). The subject lands are located on Hawn Drive in one of your Industrial Parks. The proposal contemplates a commercial retail use within an existing Industrial building, rather than a free-standing Commercial land use. In my opinion, the proposed use is in conformity with local Official Plan policy.

3) ***The City of Temiskaming Shores Zoning Bylaw***, or more specifically, Township of Dymond Zoning Bylaw #984, sets out the land use regulations for properties in the community. The Applicant's proposal *seeks only to add a Retail Store and small number of complimentary Service Commercial type uses to the existing permitted uses of a "Manufacturing Industrial (M2)" Zone*. This is NOT a proposal for a free-standing Commercial use. The Applicant is willing to limit the amount or percentage of floor space in the existing Industrial building which could be converted to these uses; all land use controls will remain in the hands of the Municipality.

For all of these reasons, we ask that Council consider approval of the proposed rezoning.

Thank you for your consideration of this presentation.

Jeff Celentano, MCIP, RPP  
Principal/Owner  
Jeff Celentano Consulting Services  
North Bay



August 3-2016

Members of Council

City of Temiskaming Shores  
325 Farr Drive  
Haileybury, Ontario  
POJ 1K0

**Re: Designation of "Grotto" as a Historical Site**

I submit the following for your consideration. Will Council consider designating the Haileybury "Grotto" as a historical site.

Here is some background information about the "Grotto"

Designer: Sister Stella Allard ASV a Haileybury resident.

Mason: Albert Speicher Haileybury resident

Inauguration of grotto May 13, 1953

First mass: Mgr. Maxime Tessier - Aug 12 1954

Setting up Cross by the Chevaliers de Colom Conseil Fatima #1398 Haileybury in September 1989

Benediction of the Cross by Mgr. Paul Marchand - September 14,1999

In May of each year Diocesan Marion Pilgrimage: from 1978 to 1992

At present the grotto is owned by Skyline, however they have agreed to let the Knights repair the grotto and the interlocking stones (stairs).We are paying most of the costs.

The site is presently used by Ecole Sainte Croix students on an annual basis and the Knights coordinate a rosary during the month of May. Residents of Haileybury also visit this wonderful site for quiet reflection time.

If you require additional information please contact me.

Jean Pierre Rivet  
Past Grand Knight  
Chevaliers de Colomb Council 1398 Haileybury

705-672-2249



August 4, 2016

The District of Timiskaming Social Services Administration Board (DTSSAB) is pleased to announce that John McCarthy has accepted the position of EMS Chief for our organization. John has 27 years in the paramedicine and firefighter fields and has been working for the DTSSAB since 2008. John is bringing a new vision to the DTSSAB EMS field and our community partners will see improvements over the next couple of years that will enhance the service that we are presently providing to our district residents. John looks forward to this new challenge in his career and we congratulate him on this achievement.

We would also like to thank our former EMS Chief Mike Trodd. Mike provided us with 13 years of dedicated and professional service and is now working as the special assistant to the CAO.

John takes over his role as EMS Chief effective August 8, 2016 and will be based in Kirkland Lake at the DTSSAB office on 29 Duncan Ave. North. John can be reached at 705-567-9366 ext. 3232 or [mccarthyj@dtssab.com](mailto:mccarthyj@dtssab.com).

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J1K0

Mayor & Council

**Re: Culture Days 2016**

I am the Culture days coordinator for the District of Temiskaming.

As you may or may not know this event takes place every year the last weekend of September. The dates this year are Sept 30<sup>th</sup> - Oct 2<sup>nd</sup>, 2016.

As of today I have over 50 events that are planned in the District with the majority of them being in Temiskaming Shores.

I am writing to request that the Mayor or representative of the city read a proclamation declaring Culture Days open in Temiskaming Shores.

I have a template that is prepared by Culture Days (Ontario Arts Council) that I will provide.

I hope that you will give careful consideration to my request.

Yours truly,

Pam Mackenzie  
Culture Days Coordinator



August 1, 2016

Re: 16<sup>th</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 26, 2016

To Ontario mayors and councils,

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and other labour and community partners around Ontario have announced Wednesday, October 26, 2016 as the 16<sup>th</sup> annual Child Care Worker & Early Childhood Educator Appreciation Day, a day of recognition for the many people who work providing early learning and child care services in your community. **We are writing to ask that you and your Council consider proclaiming Child Care Worker & Early Childhood Educator Appreciation Day in your municipality. A sample proclamation is attached.**

This annual awareness day recognizes the education, skills, commitment and dedication of Early Childhood Educators (ECEs) and child care staff, and each year is proclaimed by municipalities and school boards across Ontario. Many groups are recognized by way of municipal resolution. Such a day allows us to acknowledge the important contributions of child care workers and ECEs.

Even if your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this special day:

- Your council could sponsor a public announcement;
- Display our posters and distribute our buttons;
- Many municipalities organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres within the municipality.
- A document of further ideas and examples is attached.

We would love to acknowledge those municipalities celebrating child care workers and ECEs across Ontario on October 26, 2016. Let us know how your municipality is participating in the recognition day and we will add your municipality to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, 489 College St., Suite 206, Toronto, ON M6G 1A5, by fax at 416-538-6737, or by email at: [carolyn@childcareontario.org](mailto:carolyn@childcareontario.org).

Thank you for your consideration.

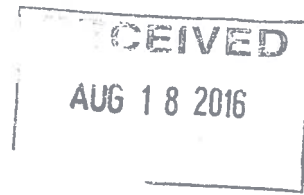
Sheila Olan-Maclean  
President, Ontario Coalition for Better Child Care

Fred Hahn  
President, CUPE Ontario Division



# Cheryl Gallant

Member of Parliament  
Renfrew-Nipissing-Pembroke  
Member of Standing Committee on National Defence  
Member of Standing Committee on Industry, Science and Technology



August 12<sup>th</sup>, 2016

Mayor & Council  
City of Temiskaming Shores  
325 Farr Dr, Box 2050  
Haileybury, Ontario  
POJ 1K0

Dear Mayor & Council :

## RE: SMALL CAMPGROUND TAXATION ISSUE

In response to requests for information I have received from municipalities on behalf of family-owned campgrounds in their communities, please, find enclosed a copy of a proposed resolution I have drafted for consideration by your council.

As background, included is a copy of a Press Release I have issued to highlight the problem outlined in the draft resolution.

Should your Council choose to support small, mostly family operated campgrounds that are affected by this federal government policy, and pass this or a similar resolution, in addition to sending a copy to the Federal Minister of Finance, please, send me a copy of your resolution for my records.

If you have any questions, or require further details, please do not hesitate to contact my office.

Thank-you for your consideration.

Regards,

Cheryl Gallant, M.P.  
Renfrew—Nipissing—Pembroke  
CG:mm

ENCL

# NEWS RELEASE



**CHERYL  
GALLANT**   
YOUR MEMBER OF PARLIAMENT  
RENFREW-NIPISSING-PEMBROKE  
[www.cherylgallant.com](http://www.cherylgallant.com)

For Immediate Release

July 2016

## **MP Cheryl Gallant Questions Unfair Tax Treatment of Tourism Small Business**

Sault Ste. Marie, Ontario... Cheryl Gallant, MP, Official Opposition Critic for FedNor, today questioned recently announced Federal Tourism funding when family campgrounds are struggling to stay in business as a result of unfair taxation.

“The federal government is throwing away hard-earned taxpayer dollars when it funds a promotional program to “enhance a visitor’s experience” that will be out of business by the time potential visitors see the commercial,” stated Federal Economic Development Initiative for Northern Ontario (FedNor) Critic Cheryl Gallant. “Tourism is an important part of the rural economy.”

“Referring to the little noticed headline in the recent Liberal deficit budget, ‘Enhanced Tax Collections,’ Trudeau tax collectors have been sending out letters to family-owned campgrounds, telling them they are not considered a “small business” if they have less than 5 full-time employees,” said Cheryl Gallant, MP.

“The decision to go after private, family-run campgrounds as a source of revenue to pay for out-of-control spending is a direct assault on middle class Canadians. Jobs in northern Ontario are scarce. This is another attack on rural Canada.”

“Scattering a few crumbs at Northern Ontario ignores the real problem of unfair taxation.”

“Small Campgrounds are asking to be treated like any other small business, which they are. By changing the way small campgrounds are taxed, they could be looking at a tax increase up to 50%, higher than many billion-dollar corporations. In Northern Ontario, camping is a seasonal business. Employing 5, full-time year-round employees is not realistic. This is penalizing children, seniors and working couples by taking away an affordable family vacation. Many international visitors come to Canada looking for an outdoor experience like an affordable campground holiday.”

In addition to affecting the campground owners and the campers who use those campgrounds, the neighbouring businesses who service the campers will be adversely affected.

“Camping is a Canadian tradition. Not everyone can afford a cottage or a holiday property in the south of France like the current Finance Minister. He and the Prime Minister are out of touch with reality.”

Camping is family time, getting kids off video games and out in nature and the great outdoors. Canadians are encouraged to be more active. These businesses need to be recognized for what they are, small family run businesses. Canada was built on an appreciation for the great outdoors. Stop the over taxing and support small business.

-30-

For more information contact MP Cheryl Gallant at 613-732-4404

Cheryl Gallant, M.P.  
Constituency Office  
84 Isabella St.  
Pembroke, ON, K8A 5S5  
(Tel) 613-732-4404  
(Fax) 613-732-4697



## Dave Treen

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**From:** noreply@esolutionsgroup.ca on behalf of stephanie.cole@prostatecancer.ca  
**Sent:** August-22-16 2:54 PM  
**To:** Dave Treen  
**Subject:** Prostate Cancer Awareness Month

Dear Mayor Kidd,

Following the success of the past two years of proclamations in 2014 and 2015, Prostate Cancer Canada is planning on making a significant impact this year and we need your help to do so.

In 2015, 109 cities across Canada declared that September is Prostate Cancer Awareness Month. This year we hope to double this number and spread information and awareness about prostate cancer, the most common cancer among Canadian men. Please join the other communities across Canada that are helping us in our mission. Our primary method is through proclamations and we would very much appreciate your support.

If amenable, we would appreciate your proclamation of September 2016 as 'Prostate Cancer Awareness Month'.

Yours truly,

Stephanie Cole

### PROSTATE CANCER AWARENESS MONTH

September 2016

WHEREAS, prostate cancer is the most common cancer to affect Canadian men; and WHEREAS, 1 in 8 Canadian men will be diagnosed with the disease in his lifetime; and WHEREAS, an estimated 24,000 Canadian men will be diagnosed with prostate cancer this year; and WHEREAS, the survival rate for prostate cancer can be over 90% when detected early; and WHEREAS, those with a family history of the disease, or those of African or Caribbean descent, are at a greater risk of developing prostate cancer; and WHEREAS, Prostate Cancer Canada recommends that men get a PSA test in their 40s to establish their baseline; THEREFORE, I, <Name>, of the <city/town> of <location>, do hereby proclaim September 2016 as Prostate Cancer Awareness Month in <location>.

-----  
Origin: <http://www.temiskamingshores.ca/en/city-hall/Contact-Us.asp>  
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This email was sent to you by Stephanie Cole<[stephanie.cole@prostatecancer.ca](mailto:stephanie.cole@prostatecancer.ca)> through <http://www.temiskamingshores.ca/>.



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on May 25, 2016 at 6:30 P.M.

Kirkland Lake – Timiskaming Health Unit Boardroom

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

2. **ROLL CALL**

**Board of Health Members**

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Sherri Louttit	Provincial Appointee
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jesse Foley	Municipal Appointee for Temiskaming Shores

**Regrets**

Vacant	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Twp of Coleman
Maria Overton	Provincial Appointee
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

**Timiskaming Health Unit Staff Members**

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

3. **2015 FINANCIAL STATEMENTS** *(Presented by Steve Acland)*

**MOTION #34R-2016**

Moved by: Merrill Bond

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the 2015 Audited Financial Statements for the Public Health December Year-End, and Land Control Programs.

CARRIED



4. **APPROVAL OF AGENDA**

**MOTION #35R-2016**

Moved by: Sherri Louttit

Seconded by: Merrill Bond

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on May 25, 2016, with the following addition:

13d – MOH Compensation

CARRIED

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

None.

6. **APPROVAL OF MINUTES**

**MOTION #36R-2016**

Moved by: Tony Antoniazzi

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the minutes of its regular meeting held on April 6, 2016, as presented.

CARRIED

7. **BUSINESS ARISING**

None

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

**MOTION #37R-2016**

Moved by: Jesse Foley

Seconded by: Merrill Bond

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

CARRIED

Note: Dr. Spruyt shared that the Timiskaming health Unit was the 2016 winner of the alPHa Fitness Challenge!

9. **MANAGEMENT REPORTS**

a. **2016 – Q1 Board Report**

Q1 Report distributed for information.

b. **Staff List**

Staff list distributed for information.

**10. NEW BUSINESS****a. Public Appointee – Re-Appointment****MOTION #38R-2016**

Moved by: Tony Antoniazzi

Seconded by: Mike McArthur

Be it resolved that the Board of Health approves the re-appointment of Sherri Louttit as Public Appointee for the Timiskaming Board of Health.

CARRIED

**b. BOH Self-Evaluation**

The report was distributed for review. Board members expressed interest in receiving further information or a presentation on Board legal responsibilities, budget process and limitations/restrictions as a Board member. Dr. Spruyt will search for current online ministry documentation and will consider bringing a legal representative in the fall.

**11. CORRESPONDENCE****MOTION #39R-2016**

Moved by: Jesse Foley

Seconded by: Merrill Bond

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

- Elgin St. Thomas Public Health  
Resolution to support the Prime Minister with a public health approach to any cannabis legalization framework introduced in Ontario, including a strong health-centred and age-restricted regulations.
- Perth District Health Unit  
Staff Report shared with the MOHLTC regarding their support to alPha's recommendations regarding the implementation of **Patients First Report**.
- Peterborough County-City Health Unit  
Resolution to MOHLTC to ensure a continued strong role for public health with hope that the Province will consider the recommendations from alPha and other HU.
- Simcoe Muskoka District Health Unit  
Letter to Prime Minister of Canada to recommend a public health approach to legalizing cannabis and to include some or all of the regulations proposed by CAMH.
- Northwestern Health Unit  
Motion to endorse the Ontario Society of Nutrition Professionals Position Statement on Responses to Food Insecurity.
- Peterborough County-City Health Unit  
-Letter to Honourable Jane Philpott to express concerns about formula industry violations and to request that the government advocate for legislation of the code, International Code of Marketing of Breastmilk Substitute.  
- Resolution to support the Environmental Health Program in implementing recurring funding to enhance field staff and management capacity, fund an additional 2.0 Public Health Inspectors, provision of training to staff whenever new policy/legislation and develop a staffing model to determine adequate levels of staff.

- The Regional Municipality of Durham
  - Letter to the Minister of Intergovernmental Affairs to endorse the correspondence of North Bay Parry Sound regarding the urging passage of Private Bill 139; plain cigarette packaging and higher tobacco taxes be considered by all levels of government.
  - Letter to the Minister of Intergovernmental Affairs to endorse the correspondence of Haliburton, Kawartha, Pine Ridge to urge the Ontario government to enact legislation for infection prevention and control for invasive Personal Service Settings.
- The Porcupine Health Unit

Resolution to recommend the province of Ontario to amend the regulations of Safe Drinking Water Act to require community water fluoridation for all municipal water systems (when source levels are below 0.7 mg/L) to prevent dental caries.
- Algoma Public Health

Letter to MOHLTC to commend the government on adding the herpes zoster vaccine to the list of publicly funded vaccines.
- Sudbury & District Health Unit

Letter to the NELHIN to request a face-to-face meeting in Sudbury with the five BOH and MOH of the catchment area regarding the *Patients First Discussion Paper*.
- County of Lambton

Letter to Deputy Premier and Minister of Community and Social Services to request that social assistance rates be increased to reflect the rising cost of healthy food.
- Middlesex-London Health Unit
  - Letter to Honourable Peggy Sattler to support the proposed ***Domestic and Sexual Violence Workplace Leave, Accommodation and Training Act***.
  - Letter to MOHLTC to endorse the letter from alPHA, regarding the Patients First Discussion Paper.
  - Letter to alPHA to endorse report 024-16 regarding Comments on the ***MOHLTC's Proposal to Strengthen Ontario's Smoking and Vaping Laws***

CARRIED

12. IN-CAMERA**MOTION #40R-2016**

Moved by: Mike McArthur

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to move in-camera at 7:17 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (April 6, 2016)
- b. THU Property
- c. Identifiable Individuals
- d. MOH Compensation

CARRIED

13. RISE AND REPORT**MOTION #41R-2016**

Moved by: Mike McArthur

Seconded by: Kim Gauthier

Be it resolved that the Board of Health agrees to rise with report at 8:00 p.m.

**In-Camera Minutes**

**MOTION #42R-2016**

Moved by: Jesse Foley

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on April 6, 2016, as presented.

CARRIED

14. **DATES OF NEXT MEETINGS**

The next Board of Health meeting is scheduled for June 29, 2016.

15. **ADJOURNMENT**

**MOTION #43R-2016**

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 8:02 p.m.

CARRIED

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Carman Kidd, Board Chair

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Rachelle Cote, Recorder

**Temiskaming Shores and Area  
Physician Recruitment and Retention Committee  
Temiskaming Hospital Boardroom – June 27, 2016 – 12:00 PM**

**MINUTES**

**PRESENT:**

Carman Kidd, Chris Oslund, Dr. Stacy Desilets, Dr. Ryan Sayer, Shirley Watchorn, Jocelyne Maxwell, Erin Montgomery, Jeff Laferriere, Bonny Koistinen, Ellen Ibey (Via teleconference), and Kelly Conlin

**Regrets:**

Margaret Beatty, Dr. Femi Olokodana, Joanne Labonte, Darcy Griffith, Deborah Kersley

**1. Review of Minutes from previous meeting – January 19, 2016**

<b>MOTION NO.:</b>	6	<b>DATE:</b>	June 27, 2016
<b>MOVED BY:</b>	Stacy Desilets	<b>SECONDED BY:</b>	Jocelyne Maxwell
<b>Motion:</b>	<i>That the minutes of the Temiskaming Shores and Area Physician Recruitment and Retention Committee meeting of January 19, 2016 be approved as printed.</i>		
<b>Carried</b> <input checked="" type="checkbox"/> <b>Defeated</b> <input type="checkbox"/> <b>Tabled</b> <input type="checkbox"/> <b>Chairman's Initials:</b>			

**2. Business Arising from Minutes**

- None

**3. Unfinished Business**

**3.1 Financial Status - Sub Committee Update**

The Financial Sub-Committee has yet to set a meeting date, however, the survey that is to be completed by the current physician staff is ready to be circulated. The survey will provide the Committee with a good indication of funding requirements in the upcoming years, and provide assistance in developing a funding model that will work for the Committee.

**3.2 Physician Recruitment Update/Upcoming Vacancies**

The Committee was provided with an update in regards to current and upcoming vacancies:

- Dr. Melanie Toupin – Margaret and Carman will review the Return of Service Contract and provide an update to the Committee
- Dr. McNeil – leaves 120 hours of coverage in the Emergency Department that needs to be filled

The Committee was provided with an update in regards to current and upcoming recruits:

- Dr. Ryan Sayer will start practicing in 2016
- Dr. Ashley Boldt will start practicing in 2017
- Recruitment dinner (July) for 2 physicians, one GP/Obstetrics, one GP/ Anesthesiologist

### 3.3 **GNFHT Building Update**

The Committee was provided with an update in regards to the construction status for the Great Northern Family Health Team. The land clearing has begun and the contractors are currently working with City officials on the Site Plan Control Agreement. At this time, the scheduled date of completion is April 2017.

## 4. **New Business**

### 4.1 **NOSM Fair**

Representatives from the Temiskaming Hospital recently attended the Northern Ontario School of Medicine Fair and reported to the Committee that it went very well. There are two more Health Professional Fairs later this year that staff will also consider attending.

### 4.2 **HFO Programs**

Temiskaming Hospital staff recently met with Joanne from HFO to discuss the immediate job advertising needs of the Temiskaming Hospital in regards to staffing, specifically in the Emergency Department and Internal Medicine.

### 4.3 **Primary Care**

No update

### 4.4 **Request from Dr. Nichole Currie**

Carman received an inquiry from Dr. Nichole Currie regarding her attendance at the Committee meetings. Currently, Dr. Currie is the President of the Medical Staff. The Terms of Reference include the Chief of Staff or Designate as official Committee members. Dr. Currie is welcome to attend, however, as the designate to the Chief of Staff, would only be permitted to vote if the Chief of Staff was not in attendance at the meeting.

## 5. **Next Meeting**

The next meeting of the Physician Recruitment and Retention Committee is scheduled for September 12, 2016 at 12:00 P.M. at the Temiskaming Hospital Boardroom.

## 6. **Adjournment**

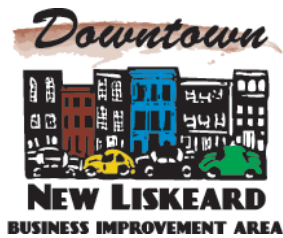
The Temiskaming Shores and Area Physician Recruitment and Retention Committee meeting adjourned at 12:45 PM

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COMMITTEE CHAIR – C. Kidd

---

Recording Secretary – K. Conlin



New Liskeard BIA  
Box 2050  
Haileybury, ON P0J 1K0  
Ph: (705) 672-3363 Ext: 4224  
Fax: (705) 647-8688  
[bianewliskeard@gmail.com](mailto:bianewliskeard@gmail.com)

## NEW LISKEARD BIA

### REGULAR MEETING OF DIRECTORS

Monday, June 13<sup>th</sup>, 2016 - 6:00 P.M.

Pool/Fitness Centre

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### MINUTES

1. **CALL TO ORDER**

Meeting called to order at 18h06.

2. **ROLL CALL**

MEMBERS:

Janet Spencer (Chair)    Bea Demarce    Devon Teeple

Andy Ringuette    Michele Lamoureux

Patricia Hewitt (Councillor)

SUPPORT STAFF

Stéphanie Lamothe, Business Development Coordinator

James Franks, Economic Development Officer

Guests: David Barton, By Law Enforcement Officer

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

None.

4. **APPROVAL OF AGENDA**

Recommendation 2016 – 007

Moved by: Andy

Seconded by: Michele

Be it resolved that:

The agenda for the June 13<sup>th</sup>, 2016 New Liskeard Business Improvement Area Board meeting be approved as printed.

CARRIED

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

Recommendation 2016 – 008

Moved by: Andy

Seconded by: Michele

Be it resolved that:

The Minutes for the May 9<sup>th</sup>, 2016 New Liskeard Business Improvement Area (BIA) Board meeting be approved as printed.

CARRIED

**6. TRESURERS REPORT**

Update: paid Science North the requested deposit of 570.00\$ for the “Cool Science Caravan” for Summerfest.

**7. UNFINISHED BUSINESS**

**7.1 Beautification/infrastructure funding in collaboration with the City of Temiskaming shores.**

The BIA board has decided to put forward a maximum of \$15,000 towards funding through the Northern Ontario Heritage Fund Corporation if funding is approved.

City to resubmit NOHFC application. Further work on this project is on hold until funding is approved.

**7.2 Downtown parking enforcement (David Barton)**

David came to introduce himself as the new By Law Enforcement Officer and speak about parking enforcement in our downtown. He will be patrolling on foot to check the timed and accessible parallel parking spaces. Two main issues have been store employees parking on the streets, thereby taking up patron parking, and accessible vehicles haven't been properly displaying their permits. The BIA coordinator has made a post about parking in the past and will share David's recommendations once made available.

**7.3 Strategic planning (Michele and Devon)**

Deferred.



## 7.4 Summerfest 2016

Updates by coordinator

- Updated budget: presented by the coordinator to the board; waiting on confirmation of some sponsorship
- What's lined up: coordinator has almost finalized the schedule; waiting on confirmation of some partnerships
- What still needs to be finished: arts and crafts; finding a photographer; other last minute details; sponsorship as giveaways for patrons.
- Layout/plan/logistics: map drawn up with layout; board helped finalize a few locations; coordinator to confirm power locations for vendors and inflatables; coordinator will have meeting with Paul Allair RE: picnic tables, fencing, etc.

## 7.5 Summerfest 2017

Discussion and planting the seed.

## 8. QUESTION PERIOD

Brief discussion about bike racks and vandalism/improper installation. Coordinator to follow up again with Mitch Lafrenière.

## 9. REPORTS BY COORDINATOR OR COMMITTEE MEMBERS

Signed contract with Rosie's Gardens – plants are in beds and baskets are hung.

Shop downtown sign – redo after Summerfest. Board agreed to pay for patchwork in the meantime. Coordinator received quote from Phippen signs for \$150-200.

Moved by: Michele

Seconded by: Bea

## 10. SCHEDULING OF MEETINGS

The BIA Board agrees to meet:

June 27<sup>th</sup> (if necessary), July 11<sup>th</sup>, and August 8<sup>th</sup>, 2016.

## 11. ITEMS FOR FUTURE MEETINGS

David Cook/Farmer's Market revitalization project: wine & cheese and get everyone involved (TSACC, Haileybury, RFM, Mall, Hwy 11 Vendors Market, etc.); Summerfest wrap-up; Back-to-school event.

12. **ADJOURNMENT**

Recommendation 2016 – 009

Moved by: Bea

Seconded by: Michele

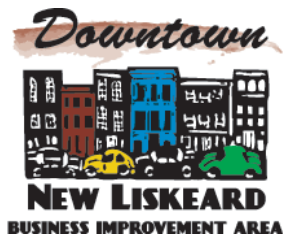
Be it resolved that:

The New Liskeard BIA Board adjourns at 20h15.

CARRIED

## 2016 Summerfest Draft Budget

<b>2016 Summerfest Draft Budget</b>			
<b>Revenues</b>			<b>Comments</b>
Vendor fees	\$400		
Sponsorship	\$2,000		
In-Kind	\$80		
Grants	\$0		
<b>Total Revenues</b>	<b>\$2,480</b>		
<b>Expenditures</b>			
Accommodations	\$625		2 rooms Thursday 3 rooms Friday
Advertising	\$500		?
Science North	\$2,280		Two days
DJ Bros	\$350		Saturday only
Road Legends Antique Car Show	\$250		Friday only
Kyle "Chester" The Magician	\$600		One day only
The Silver Starlets	\$2,000		Saturday only
Ellie MacVeigh	\$425		One or two days?
AB P&D Inflatables	\$4,220		Two days
<b>Total Expenditures</b>	<b>\$11,250</b>		
<b>Net Loss</b>		<b>-\$8,770</b>	
<b>Partner Programs</b>			
HKCC & The Greenhaus			
THU & CAN-Bike			
Small Pond/PPKS			
Active 1 Baseball			
RFM			
Cut-4-Cancer & Fashion Fix			
TAG & Art-in-the-Park			



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## NEW LISKEARD BIA

### REGULAR MEETING OF DIRECTORS

Wednesday, July 13<sup>th</sup>, 2016 - 6:00 P.M.

Pool/Fitness Centre

---

### MINUTES

1. **CALL TO ORDER**

Meeting called to order at 18:08

2. **ROLL CALL**

MEMBERS:

Janet Spencer (Chair)    Bea Demarce  

Andy Ringuette    Michele Lamoureux

Patricia Hewitt (Councillor)

SUPPORT STAFF

Stéphanie Lamothe, Business Development Coordinator

James Franks, Economic Development Officer

Guests: None

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

None

4. **APPROVAL OF AGENDA**

Recommendation 2016 – 010

Moved by: Andy

Seconded by: Michele

Be it resolved that:

The agenda for the July 13<sup>th</sup>, 2016 New Liskeard Business Improvement Area Board meeting be approved as printed.

CARRIED

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

Recommendation 2016 – 011

Moved by: Michele

Seconded by: Andy

Be it resolved that:

The Minutes for the June 13<sup>th</sup>, 2016 New Liskeard Business Improvement Area (BIA) Board meeting be approved as printed.

CARRIED

**6. TRESURERS REPORT (BIA Coordinator reporting until filled)**

Paid all Summerfest entertainment and waiting on two sponsorship cheques.

**7. UNFINISHED BUSINESS**

**7.1 Beautification/infrastructure funding in collaboration with the City of Temiskaming shores.**

The BIA board has decided to put forward a maximum of \$15,000 towards funding through the Northern Ontario Heritage Fund Corporation if funding is approved.

*City to resubmit NOHFC application. Further work on this project is on hold until funding is approved.*

**7.2 Strategic planning (Michele)**

Michele will be working on this over the coming months.

**7.3 Summerfest 2016 – Wrap-up discussion**

*What went well, what needs improvement/recommendations, and final budget.*

Coordinator provided some feedback from stores and overheard general comments – positive reviews all around. All downtown stores did extremely well in terms of sales and foot traffic.

Nathan Winter was an awesome (surprise) addition with his music – will keep him for future events.

The New Liskeard BIA board would like to see even more food for next year and would like to invest in BIA-branded balloons (and a helium tank) to help with marketing/promotion during events.

Coordinator to provide copy of final budget once all sponsorship has been received.

#### **7.4 Summerfest 2017**

*Discussion and planting the seed.*

Canada 150 deadline is October (to apply for funding) and July 1<sup>st</sup>, 2017 is a Saturday. Coordinator will be attending an info-session on Wednesday, July 27<sup>th</sup>.

Would like to see Summerfest expand once again (look into other sources of income – funding/grants, sponsorship, other partnerships) including concerts (tent? stage?) and more interactive entertainment.

#### **8. QUESTION PERIOD**

Two to three positions are open on the board and should be filled. Coordinator to put a request in the city bulletin with an autumn start.

#### **9. REPORTS BY COORDINATOR OR COMMITTEE MEMBERS**

Downtown flower tenders should be put out in the fall so that greenhouses can be prepared. Additionally, self-watering baskets tender to be issued (trying to get as much accomplished before coordinator's contract is up and so everything is in place for next year). Discussion about weed-shrub that was removed from beside Maritime Travel and what to put there (another tree? benches? planter?), and to get more trees in our downtown. Coordinator to get in contact with the city in regard to the planter box behind Giant Tiger – repairs are needed as the box is damaged and part of the tree has fallen, and what about soil and plants?

Board discussed researching other communities/downtowns to see what they have for infrastructure and flowers, what the budgets are, etc. To look into Cenotaph Park redesign a well.

#### **10. SCHEDULING OF MEETINGS**

The BIA Board agrees to meet:

August 8<sup>th</sup>, September 12<sup>th</sup>, and October 3<sup>rd</sup>, 2016.

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

David Cook – wine and cheese-type event with a presentation and a Q&A with all interested parties involved for September or October at Riverside Farmer's

Market. What is his cost? Can he stay at Les Suites des Présidents' Suites (sponsorship?), Timmins BIA as a potential partner (re: Patricia?).

Back-to-School event: need to pick a date, get everybody involved (stationary, electronics, mobility, colleges, clubs and sports, etc.), get inflatables again, and get a concert going (local talent from open mic nights and a headliner – hopefully Peirson Ross). Coordinator to request road closure similar to Summerfest and to host info sessions/brainstorms to get other stores/people involved for ideas, etc.

## 12. **ADJOURNMENT**

Recommendation 2016 – 012

Moved by: Andy

Seconded by: Michele

Be it resolved that:

The New Liskeard BIA Board adjourns at 19:39.

CARRIED

## 1. Call to Order

The meeting was called to order at 9:06 A.M.

## 2. Roll Call

- |   |   |
|---|---|
| <input type="checkbox"/> Mayor Carman Kidd  | <input type="checkbox"/> Mike Del Monte, Cluster Manager - OCWA |
| <input checked="" type="checkbox"/> Councillor Doug Jelly   | <input type="checkbox"/> Eddie Hillman, OCWA                    |
| <input checked="" type="checkbox"/> Doug Walsh, Director – Public Works                               |   |
| <input checked="" type="checkbox"/> Steve Burnett, Technical and Environmental Compliance Coordinator |   |
| <input type="checkbox"/> Robert Beaudoin, Environmental Superintendent                                |   |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant                             |   |

## 3. Review of Previous Minutes

The minutes of the May 10, 2016, 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:***

Crews are working to address the Vegetation at the Lagoon. Mike Del Monte suggested that a load of B Gravel be brought in to fix up the road, once crews have completed the road work.

##### ***Discussion:***

Vegetation issues at the Lagoon have been addressed and staff will arrange to have the stock piles removed.

Steve will follow up with MOECC requirements to fill in the old lagoon at Groom Drive.

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

##### ***Previous Discussion:***

Eddie Hillman noted that OCWA will continue to monitor a pump where the amperage is high. OCWA will check the station today to ensure the proper signage is reinstalled.

##### ***Discussion:***

No update



#### **4.3 Groom Drive**

Previous Discussion:

No issues.

Discussion:

No update

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

##### **Grinder**

Previous Discussion:

A crane will be needed to install the grinder. OCWA will discuss with Nor Arc on availability.

Discussion:

Installation is complete on the new grinder at the Haileybury Mechanical Wastewater Plant. Electrical work to replace a cable that was compromised in the ground is on-going.

##### **Sludge**

Previous Discussion:

OCWA reported that the sludge is full and needs to be addressed. The City is waiting on the delivery of the new Vac/Flushing truck. Staff will arrange to hire external to remove the sludge depending on the delivery time of the Vac/Flushing truck.

Discussion:

Staff will look at fixing the entrance fence line to allow for a larger entry for the Vac/Flushing Truck. Joe Johnson representatives will be in to train staff on proper Vac/Flushing Truck operations.

##### **Fencing**

Previous Discussion:

City staff will address the fencing repairs/replacement in the coming weeks.

Discussion:

On going

##### **Other items**

Previous Discussion:

Mike Del Monte noted that the sidewalks need to be replaced as they are in bad shape and are a safety hazard.

Discussion:

In addition to the outstanding side walk repairs, staff will look at replacing the fiberglass panels with grating.

Mike Del Monte will review options to eliminate the E.coli issues in the effluent.

#### **4.5 Farr Drive Pumping Station**

Previous Discussion:

Mike Del Monte made note of an old dock located at the Farr Drive Pumping Station. He would like to see this removed, as it is no longer used.

Discussion:

Fencing at the Farr pumping station will need to be addressed. Summer Students will work at cleaning up the area.

#### **Roof Repairs**

Previous Discussion:

An assessment was done on the Farr Drive Pumping Station roof and it was deemed as needing replacement. City staff will look into pricing.

Discussion:

On-going

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

##### **High Lift Pump – New**

Previous Discussion:

The high lift pump and 2 low lift pumps are on order, once received they will be installed. In the meantime, OCWA will look at getting the electrical components installed.

Discussion:

Installation is complete on the high and low lift pumps.

#### **MCC/ PLC Replacement & Communications Upgrades**

Previous Discussion:

OCWA is currently working with engineers on the PLC/ MCC replacement project.

The request will go to Council for an additional services agreement to complete the project.

Mike Del Monte informed the group that there is funding available for save on energy projects.

Discussion:

Council approved entering in an additional services agreement with OCWA for the completion of the replacement. Work is on-going and is expected to be completed by the end of September.

**Security**

Previous Discussion:

The cameras have arrived; OCWA will look after installation. City staff will look into the cost to install a fence.

Discussion:

On- going

**4.7 Haileybury Reservoir – Niven St.**

Previous Discussion:

No update

Discussion:

No update – Tender for the North Cobalt Water Stabilization Project closes today.

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

**Sludge Study**

Previous Discussion:

Steve Burnett informed the group that no formal report has been received from EXP however; in recent discussions with EXP there are no concerns.

Eddie Hillman discussed Air Line work that is needed.

Mike Del Monte noted that there are 2 trees that need to be removed.

Discussion:

Steve Burnett will follow up with EXP on the status of the report. Work on the fence is needed.

**Environment Canada**

Previous Discussion:

Vegetation has been cleared around the lagoons. Staff are hopeful this will help with the PLT levels. Environment Canada will be in to conduct a site visit. Mike Del Monte informed the group that the 1<sup>st</sup> and 2<sup>nd</sup> quarterly tests have passed.

Mike suggests road work be done and if possible he suggests widening the banks if there is any extra material.

Discussion:

Staff prepared a report that was sent to Environment Canada to identify the work that has been completed to date.

**4.9 Montgomery Sanitary Lift Station**

Previous Discussion:

No update

Discussion:

Mike Del Monte made note of issues with a pump, likely caused by debris build up; OCWA will schedule a thorough clean-up at the Station this fall.

**4.10 Cedar St. Sanitary Lift Station**

Previous Discussion:

No update

Discussion:

No update

**4.11 Goodman Sanitary Lift Station – 132 Jaffray St.**

Previous Discussion:

Mike Del Monte informed the Committee that with some additional material it would improve the overall look of the station. The HVAC needs to be removed and replaced, OCWA has discussed with Mitch Lafreniere.

Discussion:

No issues. The HVAC replacement will need to be completed before the winter months, noted Mike Del Monte.

**4.12 New Liskeard Water Treatment Plant – 305 McCamus Ave.**

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

### ***Previous Discussion:***

The Hoods over the VFD's have been installed. Mike is currently working with the capital funding group to look at funding opportunities.

### ***Discussion:***

No update

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

### ***Reservoir Shutdown***

#### ***Previous Discussion:***

Public Works will arrange for clean up around the New Liskeard Water Reservoir. The inside work is complete. No issues.

#### ***Discussion:***

No update

## ***4.14 Dymond Water Reservoir – 286 Raymond St***

### ***Plant Upgrades***

#### ***Previous Discussion:***

Steve Burnett he has spoken with St-Michel regarding the cost sharing agreement. Steve hopes to have a concrete agreement in place within the coming weeks. The City accounted for the costs associated with the project in the 2016 budget.

#### ***Discussion:***

MOE discussions, working on amendment for the DWWP to combining both systems, Staff anticipate obtaining the licence in the coming weeks.

The pumps have been delivered for the St-Michel project; an admin report will be presented to Council in August suggesting entering in a service agreement with OCWA.

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

#### ***Previous Discussion:***

Eddie Hillman noted that there is a pump at the Gray Road Sanitary Lift Station needing repairs.

#### ***Discussion:***

Pump repairs are complete at the Gray Road Sanitary Lift Station.

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

##### Previous Discussion:

The vibrations on pump number 2 have been repaired. At the prior contract meeting the group discussed one pump having more hours than the other; Eddie Hillman updated the group with regards and noted the additional hours are caused by the settings in the VFD drive.

##### Discussion:

OCWA continues to monitor the hours on the VFD.

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

##### Previous Discussion:

OCWA will ensure the check valve is ordered and replaced. Steve noted a maintenance power outage is scheduled for Sunday May 15<sup>th</sup>, 2016, staff will prepare generators.

##### Discussion:

The check valve was serviced and since has been in good working condition.

### **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:

No update.

##### Discussion:

Steve Burnett issued a PO for the robotic camera system.

#### **5.2 Manitoulin Transport - New**

Previous Discussion:

OCWA is currently taking chlorine residuals of the water at Manitoulin Transport every 2 weeks. Water Samples were sent to ensure UV compatibility. The City has applied for relief, once approved; OCWA will install a UV system.

Discussion:

The Ministry of Environment are currently reviewing this item.

**6. Schedule of Meetings**

The next scheduled contract meeting with OCWA is will be on August 24<sup>th</sup>, 2016 at 9:00 AM

**7. Adjournment**

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 10:24 AM.

DRAFT

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

Thursday, July 21st, 2016  
Council Chambers, Township of Armstrong  
Earlton, Ontario

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

**Guests :** Darlene Wroe

**Regrets :** Carman Kidd

**Absent :** Debbie Veerman, Sue Nielsen, Ken Laffrenier, Charlie Codd, James Twp. Rep.

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

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of July 21st, 2016 be called to order at 7:00 p.m. by Vice-Chairman, Marc Robillard.

Carried

**2. Approval of Agenda**

Moved by: Bryan McNair

Seconded by: Doug Metson

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

Carried

**3. Minutes of last Meeting**

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Minutes of the meeting held June 16th, 2016 be adopted as presented."

Carried

**4. Errors or Omissions**

There were no errors or omissions.

**5. Business Arising from the Minutes**

None

**6. Closed Session**

No closed session.



**7. Committee Reports**

(i) Finance Committee

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of June 2016, be adopted as presented and attached hereto, forming part of these Minutes."

Carried

(ii) Property and Maintenance Committee Report

No Report

(iii) Human Resources Committee

No Report

**8. Correspondence**

Moved by: Bryan McNair

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "the Correspondence for June 2016 be filed."

Carried

**9. Manager's Report**

Moved by: Morgan Carson

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "the Manager's Report for the month of June 2016, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

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

No Report

**11. Any Other Business:**

Carman Kidd advised the MSB (via email) that lawyers have been retained (Paul Crombeen and George Kemp) to start the process of setting up the Articles of Incorporation for the Airport Authority.

Harold noted that the drag race committee has not yet signed a contract, or given a deposit for the drag races. All members agreed that security is a must! The drag race committee is responsible "as soon as they go through the gate".

**12. Adjournment**

Moved by: Morgan Carson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "this meeting be adjourned - 7:34 p.m.. The next meeting will be held August 18th, 2016 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



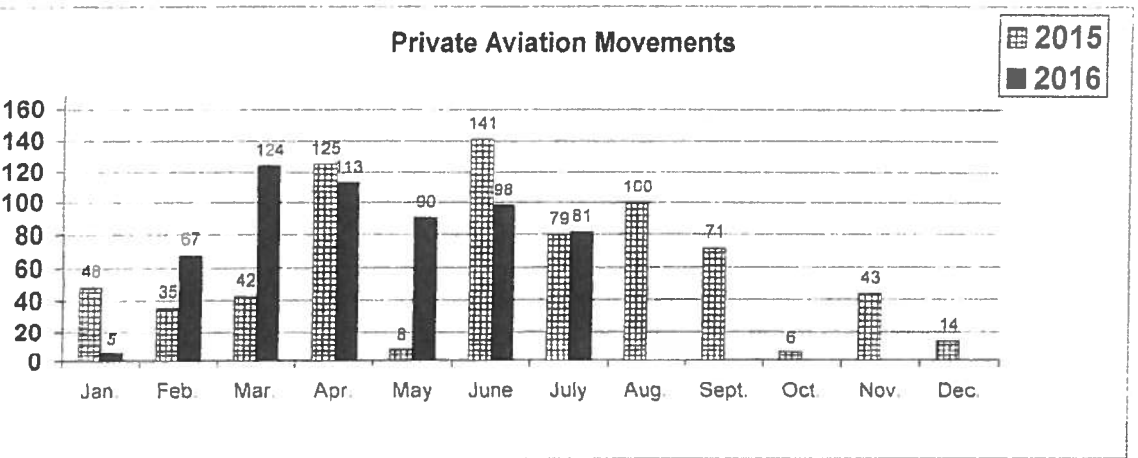
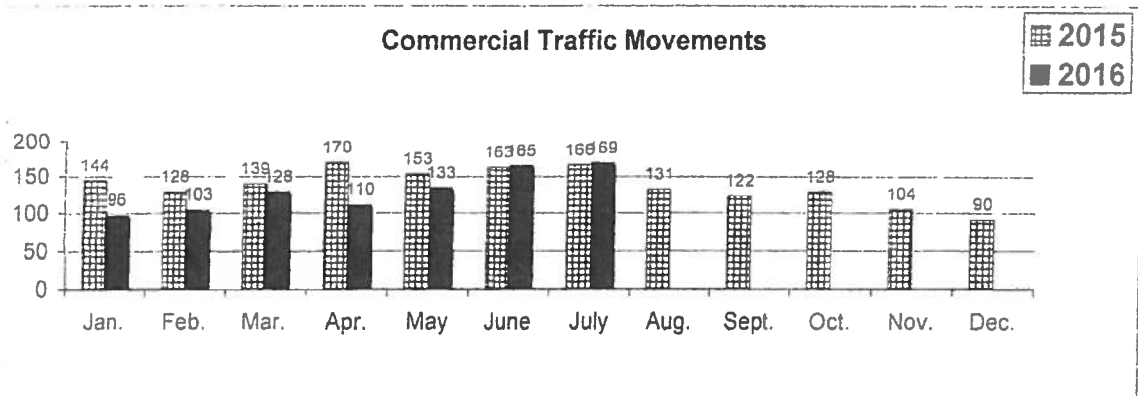
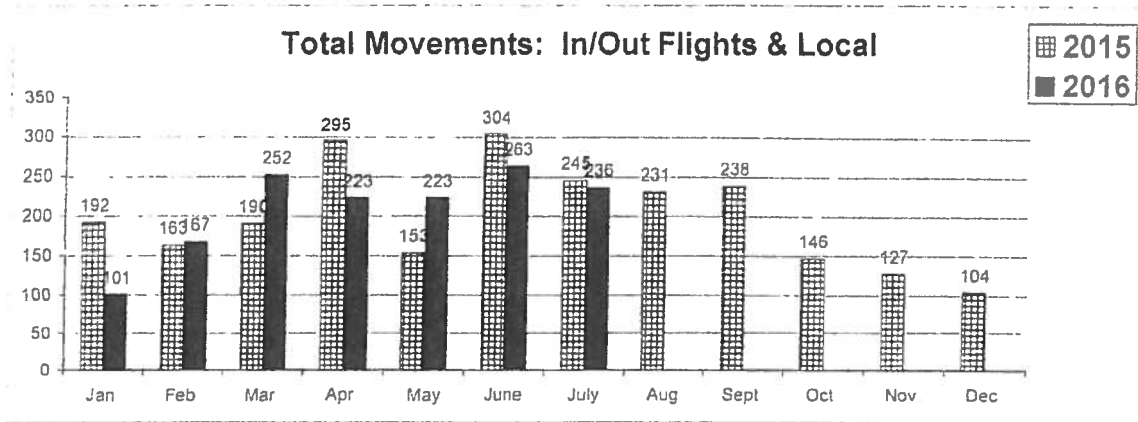
Secretary

# EARLTON-TIMISKAMING REGIONAL AIRPORT JULY 2016

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$14,011	\$64,649
Operations	\$9,837	\$200,543
	\$23,848	\$265,192
<u>EXPENSES</u>		
Fuel	\$8,538	\$43,813
Operations	\$19,076	\$169,314
Capital Expenses		
	\$27,614	\$213,127
<u>NET PROFIT/LOSS</u>		
Fuel	\$5,473	\$20,836
Operations	-\$9,239	\$31,229
Capital Expenses		
	-\$3,766	\$52,065
<u>FUEL INVENTORY - JET A1</u>	\$ 2,289	
<u>FUEL INVENTORY - AVGAS</u>	\$ 211	
<u>FUEL INVENTORY - DIESEL</u>	\$ 3,305	

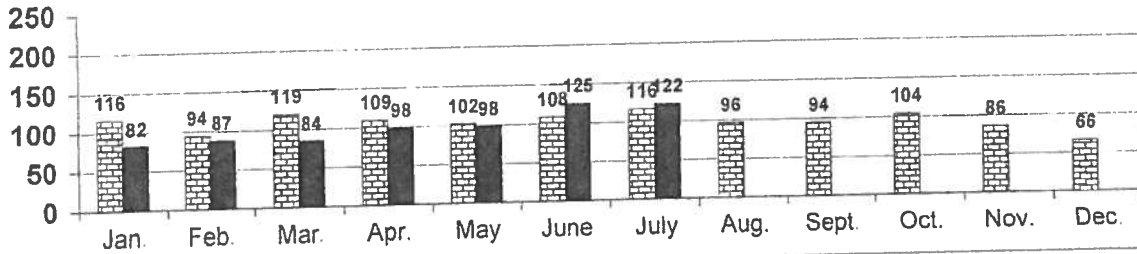
# ANNUAL AIRCRAFT MOVEMENTS

AS OF JULY 31, 2016



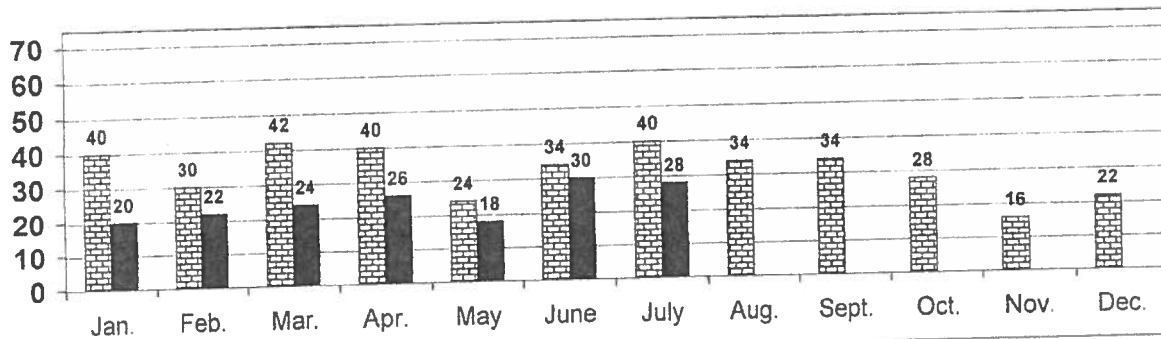
### Air Carriers Movements

2015  
2016



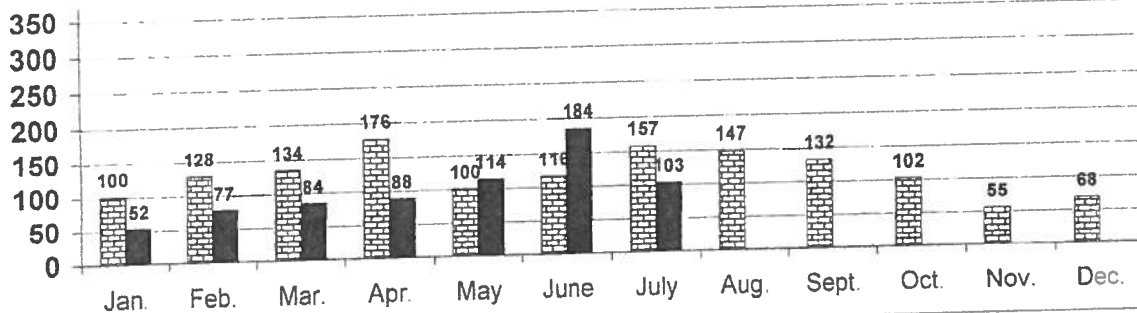
### Air Ambulance Movements

2015  
2016



### # Pgrs. via Air Charter

2015  
2016



## MANAGER'S REPORT JULY 2016

### Runway 16-34:

We had a contractor in to grade our gravel runway 16-34, He was successful in uprooting most of the weeds that were overtaking the gravel surface. The weeds were left exposed, and then back bladed with our loader to get them off the surface. The runway was then rolled and packed with our equipment. I would comment that it is in the best condition it has been in years. It is now ready as the only active runway at our Airport for the Car Drag Race event.

### Fuel Sales:

Although not reaching the elusive 10,000 litre threshold, fuel sales receive honourable mention because the Avgas sales at 4075 litres marks the highest in any July since 2005 (and that was 4100). The Jet A1 was 4875 for a monthly total of 8931, the highest since 2011.

We will need to look into larger capacity tanks, and perhaps a cardlock system for the Avgas especially, or for both. The General Aviation pilots like to fly on the weekends, but definitely do not want to pay a call-out fee. Our friends from the St-Bruno-de-Guiges continue to visit us due to no fuel being available at their facility.

We also were not able to provide fuel to the MNR (Ministry of Natural Resources) for their water bombers when they actioned North Bay fire 32 near Lady Evelyn lake due to our limited capacity. They had to fight that fire from North Bay and Sudbury.

### Drag Races:

July was also a very busy month for our Airport staff preparing for the Drag-n-Fly car races to be held in early August.

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	\$10,057.00
Casey	374	\$2,973	\$2,973.00
Chamberlain	346	\$2,751	\$1,375.50
Charlton and Dack	670	\$5,327	\$2,663.50
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	\$2,110.50
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	\$1,844.50
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	\$40,247.00
Thornloe	110	\$875	\$875.00
<b>Total Contributions</b>	<b>18218</b>	<b>\$144,833</b>	<b>\$86,020.00</b>

**Donation**

Kerns	349	\$2,775	
<b>Total Contributions</b>		<b>\$147,608</b>	<b>\$86,020</b>

As of August 4, 2016

## 1. Call to Order

The meeting was called to order at 9:03 A.M.

## 2. Roll Call

- Mayor Carman Kidd       Mike Del Monte, Cluster Manager - OCWA
- Councillor Doug Jelly       Eddie Hillman, OCWA
- Doug Walsh, Director – Public Works
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Robert Beaudoin, Environmental Superintendent
- Airianna Misener, Executive Assistant

## 3. Review of Previous Minutes

The minutes of the July 15, 2016, 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:

Vegetation issues at the Lagoon have been addressed and staff will arrange to have the stock piles removed.

Steve will follow up with MOECC requirements to fill in the old lagoon at Groom Drive.

##### Discussion:

Staff will arrange to get the stock piles removed. A meeting has been set up next week with MOECC to discuss the decommissioning of the old lagoon. OCWA will take a sample from the lagoon later this week.

Entrance Gate at the North Cobalt Wastewater Lagoon was addressed.

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

##### Previous Discussion:

No update



Discussion:

No update

**4.3 Groom Drive**

Previous Discussion:

No update

Discussion:

No update

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

**Sludge**

Previous Discussion:

Staff will look at fixing the entrance fence line to allow for a larger entry for the Vac/Flushing Truck. Joe Johnson representatives will be in to train staff on proper Vac/Flushing Truck operations.

Discussion:

City staff and OCWA will schedule the sludge hall removal, in coming weeks.

**Fencing**

Previous Discussion:

On going

Discussion:

On going

**Other items**

Previous Discussion:

In addition to the outstanding side walk repairs, staff will look at replacing the fiberglass panels with grating.

Mike Del Monte will review options to eliminate the E.coli issues in the effluent.

Discussion:

City staff will look at options to address the repairs needed on the sidewalks. OCWA continues to monitor the E.coli issues, OCWA staff are hopeful once the PLC is installed, regulation of E-coli will improve.

#### **4.5 Farr Drive Pumping Station**

##### **Roof Repairs**

###### Previous Discussion:

On-going

###### Discussion:

The City received the engineer's structure approval to proceed with a truss roof on the Farr Drive Pumping Station. Contractors will begin the work in the coming weeks.

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

##### **MCC/ PLC Replacement**

###### Previous Discussion:

Council approved entering in an additional services agreement with OCWA for the completion of the replacement. Work is on-going and is expected to be completed by the end of September.

###### Discussion:

On-going

##### **Security**

###### Previous Discussion:

On-going

###### Discussion:

Security cameras were received, pending installation. OCWA staff made note of repairs needed to hatch's at the plant.

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

###### Previous Discussion:

No update – Tender for the North Cobalt Water Stabilization Project closes today.

###### Discussion:

The North Cobalt water Stabilization Project tender has been awarded to Pedersen Construction, a public meeting will be held next week. The project is anticipated to begin October 1<sup>st</sup>, 2016.

Steve Burnett will follow up with EXP on the necessary MOE requirements.

The group discussed completing the fence repairs in conjunction with the project.

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

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

###### **Previous Discussion:**

Steve Burnett will follow up with EXP on the status of the report. Work on the fence is needed.

###### **Discussion:**

OOWA advised City staff that the phosphor levels at the lagoon were above average; OCWA has adjusted the Ferric and will continue to monitor the levels. Steve Burnett will follow up with EXP on the status of the final report. Fences at the lagoon will be addressed this year, noted City staff.

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

###### **Previous Discussion:**

Staff prepared a report that was sent to Environment Canada to identify the work that has been completed to date.

###### **Discussion:**

No update, Steve will follow up.

#### **4.9 Montgomery Sanitary Lift Station**

###### **Previous Discussion:**

Mike Del Monte made note of issues with a pump, likely caused by debris build up; OCWA will schedule a thorough clean-up at the Station this fall.

###### **Discussion:**

Repairs were needed on one of the pumps; OCWA sent it out for repairs.

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

###### **Previous Discussion:**

No update

###### **Discussion:**

OCWA and City staff will schedule grit chamber work to start in the coming weeks.

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

Previous Discussion:

No issues. The HVAC replacement will need to be completed before the winter months, noted Mike Del Monte.

Discussion:

Heating from the HVAC system is not working properly at the Station; the maintenance department will take a look at the repairs needed. Installation of a gate at the road to eliminate vehicle traffic was discussed.

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

Discussion:

Overall the facility is in good shape, noted the group.

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

Discussion:

The hospital has requested they be notified on the monthly generator maintenance.

#### **4.14 Dymond Water Reservoir – 286 Raymond St**

##### ***Plant Upgrades***

Previous Discussion:

MOE discussions, working on amendment for the DWWP to combining both systems, Staff anticipate obtaining the licence in the coming weeks.

The pumps have been delivered for the St-Michel project; an admin report will be presented to Council in August suggesting entering in a service agreement with OCWA.

Discussion:

Council approved to enter in an optional additional services agreement with OCWA for the Dymond Reservoir Upgrades.

Decommissioning discussion, the pumps and packers have been removed. Exp will supply quotes from various contractors on the decommissioning of the wells in the near future. Lotowater was contacted on the potential “buy back” of the packers.

The City received low water pressure complaints on Raymond Street; pressure tests were investigated and are exceeding MOE pressure regulations. Further investigation will be done once the upgrades to the reservoir are completed.

The amended DWWP from the MOECC has been received.

**4.15 Gray Road Sanitary Lift Station – 783495 Gray Rd**

Discussion:

No update

**4.16 Niven St Pumping Station – New Liskeard**

Discussion:

No update

**4.17 Whitewood Pumping Station – New Liskeard**

Discussion:

No update

**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.

Previous Discussion:

Steve Burnett issued a PO for the robotic camera system.

Discussion:

The robotic camera is on order, once the camera has arrived, staff will begin training on the operation of the system.

**5.2 Manitoulin Transport -New**

Previous Discussion:

The Ministry of Environment are currently reviewing this item.

Discussion:

No update – Eddie Hlilman will follow up

## **6. Communications Upgrades**

### Previous Discussion:

On going

### Discussion:

On going

## **7. Schedule of Meetings**

The next scheduled contract meeting with OCWA is will be on October 4, 2016 at 9:00 AM

## **8. Adjournment**

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 9:53 a.m.

**1. CALL TO ORDER**

Meeting called to order at 1:28 p.m.

**2. ROLL CALL**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd                        | <input checked="" type="checkbox"/> Jennifer Pye, Planner                            |
| <input checked="" type="checkbox"/> Councillor Mike McArthur                 | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief                           |
| <input checked="" type="checkbox"/> Councillor Doug Jelly                    | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant            |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager               | <input checked="" type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Clayton Seymour, Chief Building Official |  |

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

- Addition Under: Closed Session

**4. APPROVAL OF AGENDA**

Recommendation PPP-2016-033  
Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the July 26, 2016 meeting be approved as amended.

**CARRIED**

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

- None

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

Recommendation PPP-2016-034

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee minutes of the June 23, 2016 meeting be adopted as presented.

**CARRIED**

**7. DELEGATIONS**

- None

**8. CORRESPONDENCE**

- None

**9. FIRE AND EMERGENCY SERVICES**

**a) Monthly Activity Report**

A Copy of the monthly report for the Fire and Emergency Management Department was distributed and reviewed, including the number of fire emergencies, inspections, training and education initiatives, as well as the following items:

- A total of 11 Emergency Responses was highlighted.
- The fire Chief attended the EMO Killarney Sector Meeting and the OFMEM meeting on June 22 – 23, 2016.
- The Fire Chief further discussed the OFMEM re-organizational structure.

**b) Administration Reports**

- PPP-010-2016: Training Officer's Position

Recommendation PPP-2016-035

Moved by: Mayor Carman Kidd

Be it resolved:

The Protection to Persons and Property Committee reviewed and discussed Administrative Report PPP-010-2016 and hereby recommends the report proceeds to Council on August 2, 2016.

**CARRIED**



## 10. PLANNING

### a) Zoning By-law

8 Comprehensive Zoning by-law project proposal submissions were received. The City Manager along with the Planner reviewed each submission and scores were awarded based on the evaluation criteria set out in the RFP. City Staff recommended awarding the project to Planscape Inc. based on overall evaluation.

Recommendation: PPP-2016-036

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee reviewed and discussed the Comprehensive Zoning By-Law submission scoring and hereby recommends Council award the project to Planscape Inc.

**CARRIED**

### b) Ecole St-Michel Site Plan

A Building Permit was issued to Ecole St-Michel on Friday July 22, 2016.

### c) Great Northern Family Health Team Site Plan

A Building Permit was issued to the Great Northern Family Health Team on Friday July 22, 2016.

### d) Ecole Sacre Coeur Site Plan

The City is awaits Ecole Sacre Coeur to enter in a Site Plan agreement, prior to a building permit being issued.

## 11. **NEW BUSINESS**

- None

## 12. **ADMINISTRATION REPORTS**

The Protection to Persons and Property Committee reviewed and discussed the following administrative reports. Reports will be presented to Council at the regular Council meeting on August 2, 2016.

- CGP-016-2016: Downtown Event Infrastructure Funding
  
- CGP-017-2016: Building Permit Fees

Recommendation PPP-2016-037

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee hereby recommends administrative report CGP-017-2016 proceed to Council for consideration on August 2, 2016.

- CGP-018-2016: North Haven Plaza
- PW-037-2016: Amendments to By-Law No. 2012-101 (Traffic By-Law)

**13. CLOSED SESSION**

Recommendation PPP-2016-038

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convene into Closed Session at 2:49 PM to discuss a personnel matter about an identifiable individual, including municipal or local board employees as per section 239 (2) b) of the Municipal Act.

**CARRIED**

Recommendation PPP-2016-039

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 2:54 PM

**CARRIED**

**14. SCHEDULE OF MEETINGS**

The next Protection to Persons and Property Committee meeting is scheduled for August 25, 2016 starting at 1:00 PM.

**15. ADJOURNMENT**

Recommendation PPP-2016-040

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:55 p.m.

**CARRIED**

\_\_\_\_\_  
**COMMITTEE CHAIR**

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

DRAFT

## 1.0 CALL TO ORDER

The meeting was called to order at 8:34 a.m.

## 2.0 ROLL CALL

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd   | <input checked="" type="checkbox"/> Chris Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Doug Jelly   | <input type="checkbox"/> Councillor Patricia Hewitt            |
| <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works                              |  |
| <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets                      |  |
| <input checked="" type="checkbox"/> Steve Burnett, Technical and Environmental Compliance Coordinator |  |
| <input type="checkbox"/> Robert Beaudoin, Environmental Superintendent                                |  |
| <input type="checkbox"/> Jamie Sheppard, Roads Superintendent   |  |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant                             |  |
| <input checked="" type="checkbox"/> Darrell Phaneuf, Alternate Environmental Superintendent           |  |

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

## 4.0 APPROVAL OF AGENDA

Recommendation PW-2016-035

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the July 26, 2016 meeting be approved as printed.

**Carried**

## 5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

## 6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2016-036

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the June 23, 2016 regular meeting be adopted as presented.

**Carried**

## 7.0 CORRESPONDENCE

- *None*

## 8.0 PRESENTATIONS

- Miller Maintenance: Traffic Light Controls – Miller Maintenance presented the group with a camera control proposal for the traffic lights in New Liskeard.

## 9.0 UNFINISHED BUSINESS

### 9.1 Grant Drive at Hwy 65E

#### **Previous Discussion:**

Ongoing, Chris will follow up.

#### **Discussion:**

No update.

### 9.2 LED Street Lighting

#### **Previous Discussion:**

Approximately 5 lights are left to install. Issues have been brought forward regarding lights not working. Mitch Lafreniere, will address issues. Working on discrepancy issues with Hydro One.

#### **Discussion:**

Millers have completed the original installation, however it was discovered that lights were missed on the original count and therefore additional lights are required. The project is under budget and therefore Mitch Lafreniere, suggested the City move forward and install the poles to complete the installation of the missing lights.

### 9.3 AMEC – New Waste Management Capacity

**Previous Discussion:**

AMEC has submitted responses to MOECC comments. Upon final submission, a waste management advisory committee meeting will be held.

**Discussion:**

Final submission will be presented mid August, noted Steve Burnett.

### 9.4 Access Control Policy – Entrance Permits

**Previous Discussion**

Ongoing, Steve Burnett will follow up with Dave.

**Discussion:**

Dave Treen completed the 911 numbering for Grant Farm's entrances. A letter has been sent to the property owner requesting the work be completed within 30 days.

### 9.5 Lorne St. and FPT 26 lot Subdivision Update

**Previous Discussion**

No update

**Discussion:**

Lorne Street grading is on going. Partial acceptance of the roads in the 26 lot subdivision will be presented to Council on Aug 2<sup>nd</sup>.

### 9.6 Public Works Staff Training

**Previous Discussion**

Public works employees will participate in the following training items:

- Traffic Control training was held this morning
- In September employees will participate in the entry level water course
- 5 employees have participated in training on the Vacuum truck this week, training on the camera for the Vacuum truck and sludge hall is upcoming

**Discussion:**

Doug Walsh provided the Committee with an update in regards to upcoming Public Works staff training:

- One employee will commence the entry level water course in September.
- Staff will attend OGRA supervisory training in September.
- Vacuum Truck sludge hall removal training continues.

### **9.7 Public Works Department Update**

#### **Previous Discussion**

Doug Walsh provided the Committee with a Public Works Department updates:

- Paving projects are underway and expected completion by the end of the week
- Work on the Stato trail is nearing completion
- Trackless work is ongoing

#### **Discussion:**

Doug Walsh provided the Committee with a Public Works Department update:

- Paving projects are now completed
- First phase of the Stato Trail extension up to the mall is now completed
- Hydrant flushing will be completed by tomorrow

### **9.8 Build Canada Fund**

#### **Previous Discussion**

No update

#### **Discussion:**

No update

### **9.9 HWY 11 Detour**

#### **Previous Discussion:**

No update

#### **Discussion:**

No update

### **9.10 Full Solid Waste Management Program**

#### **Previous Discussion**

The annual Orange drop held on June 4<sup>th</sup> was successful, noted Steve Burnett. Traffic control was well managed, the Committee extended thanks to the volunteers. Chris Oslund will work on an agreement for the surrounding towns participating.

Doug Walsh and Steve Burnett recently attended the Ontario Recyclers workshop.

Bill 151 has received 3<sup>rd</sup> and final reading, estimated 1 year before any further information.

Mayor Carman Kidd will draft a letter in follow up to the Cochrane-Timiskaming Waste Management Board Assets.

The Public Works Department conducted a waste recycle audit throughout the City. Overall, residents are doing a very good job at sorting. Steve will forward the information onto REP from CIF.

**Discussion:**

Chris Olsund is currently working on the agreement with Cobalt, funding from the Orange Drop event was received, totalling approx. 25k with a cost to the City of approx. 26k. A letter was sent as follow up to the Cochrane-Timiskaming Waste Management Board Assets, requesting a status update on the City's portion of the funds. Chris Oslund will follow up with Marc Dupont.

The Rep from CIF was impressed with results of the recycling audit. A teleconference to discuss a media campaign will be held in the near future.

**9.11 Drainage issues - Peter's Road**

**Previous Discussion:**

A Public meeting was held to discuss the drainage issues on Peter's Road, residents will contribute to the cost of the drain. Direction received was to refine the cost.

**Discussion:**

Consultants are currently working on the design stages, Doug Walsh will follow up on the progress.

**9.12 Dymond Reservoir Upgrades**

**Previous Discussion:**

Restoration is almost complete. Concerns regarding low water pressure was brought forward, EXP will look into the cause, noted Steve Burnett.

St-Michel cost sharing agreement is in place, pumps have been ordered and the upgrades are in progress.

**Discussion:**

Steve provided the Committee with an update; currently the City is obtaining quotations to decommission the wells as they will not be included in the new Drinking Water Works Permit.

**9.13 Development – Groom Drive**

**Previous Discussion:**

No update

**Discussion:**



No update

**9.14** Closed Roads / Old Roads

**Previous Discussion:**

No update

**Discussion:**

Christopher Oslund was in receipt of an email from Bill Ramsay requesting assistance with maintenance along a section of the snow travelers trail runs along a closed road. City staff will look at removing debris and bringing in a load of gravel. Christopher Oslund will work on an agreement.

**9.15** Storm Sewer – Smallmans Drugstore

**Previous Discussion:**

No update.

**Discussion:**

Doug Walsh will follow up.

**9.16** New Rail Grade Crossing Regulations

**Previous Discussion:**

No update

**Discussion:**

No update

**9.17** Sharing of Engineer Services (Temagami)

**Previous Discussion:**

No update

**Discussion:**

No update

**9.18** Water Meters

**Previous Discussion:**

Steve Burnett researched the number of facilities that would require a survey. Steve is waiting for a start date. Establishments will be notified a week prior to the survey.

**Discussion:**

Steve Burnett participated in a conference with Neptune yesterday to discuss timeframes for the water meter survey.

### **9.19 Parking on Mary Street**

**Previous Discussion:**

No update

**Discussion:**

Report will be presented to Council , suggesting changes to the traffic By-Law in order to remove the parking on the east side of Mary Street.

### **9.20 STATO Trail**

**Previous Discussion:**

Work on the STATO trail is nearing completion.

**Discussion:**

The first phase of the STATO Trail extension up to the mall is now completed.

### **9.21 Laneway Maintenance**

**Previous Discussion:**

The Committee will review options to establish a maintenance standard policy. Doug Walsh will draft a letter in response to the request.

**Discussion:**

The Committee reviewed and dicussed a draft letter addressing laneway maintenance, Doug Walsh will forward the letter to residents.

### **9.22 ROMA/OGRA Conference**

**Previous Discussion:**

Doug Walsh indicated that the ROMA/OGRA Conference is no longer a combined conference and therefore seeking the Committee's feedback on attendance.

**Recommendation PW-2016-032**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends Council foregoes participation in the 2017 ROMA and OGRA Conferences; and

Further that the Committee recommends Council uses funds from the annual conference budget in 2017 to travel to Queen’s Park and meet with the appropriate Ministers and staff.

**Discussion:**

Dave Treen will include this discussion in the upcoming Council Package.

**10.0 NEW BUSINESS**

**10.1 OCIF Funding Announcement**

**Discussion:**

The Committee was in receipt of copies of the expanded Ontario Community Infrastructure Fund (OCIF) program formula based funding announcement. The program provides support for municipal infrastructure projects by increasing the amount of stable, predicable formula-based funding.

**10.2 MMS Second Five-Year Review**

**Discussion:**

In recent weeks the City received a copy of the proposed 2016 amendment and addition to the Municipal Maintenance Standards. The Committee was provided with a copy to review.

**10.3 OCWA Agreement**

**Discussion:**

The City is nearing completion of negotiations for a new 5 year contract with OCWA, Steve Burnett made the Committee aware of several changes to the contract.

**Recommendation PW-2016-037**

Moved by: Councillor Doug Jelly

Be it resolved that:

The Public Works Committee recommends the draft OCWA agreement be presented to Council at the first regular Council meeting in September.

**Carried**

**11.0 ADMINISTRATIVE REPORTS**

The Committee reviewed and discussed the following administrative reports:

- PW-035-2016 : Dymond Reservoir Upgrades

- PW-037-2016 : Amendments to By-Law No. 2012-101 (Traffic By-Law)

## 12.0 NEXT MEETING

The next meeting of the Public Works Committee is scheduled for August 25, 2016 in the New Liskeard Board Room (325 Farr Drive – City Hall) to commence at 8:30 a.m.

## 13.0 ADJOURNMENT

Recommendation PW-2016-037

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:30 A.M.

**Carried**

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**COMMITTEE CHAIR – D.JELLY**

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**COMMITTEE SECRETARY**

# Memo

**To:** Mayor and Council  
**From:** Timothy H. Uttley, Fire Chief/CEMC  
**Date:** September 6, 2016  
**Subject:** Appointment of Alternate CEMC

---

Mayor and Council:

Under the Emergency Management and Civil Protection Act (EMCPA), every municipality is required to appoint a Community Emergency Management Coordinator (CEMC) who is responsible for the coordination of the municipal emergency management program in compliance with the EMCPA. The CEMC also serves as Emergency Management Ontario's primary contact in a municipality during an actual or impending emergency.

In Temiskaming Shores the CEMC role currently has been designated to the Fire Chief, and in addition, Council has also appointed an Alternate act in the absence of the CEMC, and also to provide assistance with the emergency management program.

As a result of the current vacancy of the Alternate CEMC, and to ensure continuity of the emergency management program, the following is being recommended to Council for consideration:

1. That Kelly Conlin be hereby appointed as an Alternate Community Emergency Management Coordinator for the City of Temiskaming Shores; and
2. That Council directs staff to prepare the necessary by-law adopting Kelly Conlin as an Alternate Community Emergency Management Coordinator for the City of Temiskaming Shores at the September 6, 2016 Regular Council meeting.

Upon appointment of an Alternate CEMC, notification must be made to Emergency Management Ontario, and the appropriate training and support shall be provided.

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

## Memo

**To:** Dave Treen, City Clerk  
**CC:** Christopher Oslund, City Manager  
**From:** Douglas Walsh, Director – Public Works  
**Date:** September 6, 2016  
**Subject:** Correspondence from Fred Paoletti, dated June 28, 2016

---

Mr. Treen:

Further to the above noted correspondence, referred to the Public Works Department at the Regular Meeting of Council on August 2, 2016 I wish to provide the following information in response.

The correspondence, included in Council package for the meeting noted above, did not include the photograph illustrating the depth of snow referred to the letter, however, I can attest to the fact that starting in early January and continuing well into March 2016 a significant amount of snow was received in the City. Although there was very little snow in late 2015, the expenditures for winter operations from January to April were significant, nearing the total 2016 budget allocation.

As included in *Section 4.6.7 Snow Plowing* of the City of Temiskaming Shores Winter Operations Plan (the Plan),

“Plowing and de-icing/sanding continue, with respect to each class of roadway, in accordance with its classification and level of service standard. The plowing route maps included in the appendices identify the roadways to be cleared and the classification of each roadway section.”

Section 4.6.8 *Snow Removal and Disposal* of the Plan includes;

“As a result of snow plowing operations, snow accumulates at the side of roads as windrows or mounds. The City starts snow removal operations when these windrows reach volumes that create a nuisance or hazard to pedestrians and motorists and to maintain capacity for subsequent snowfalls.

The objective is to commence removal operations in **Priority 1** locations as soon as practicable after becoming aware that the snow bank accumulation is greater than **60 cm** and **120 cm** in **Priority 2** locations.”

Appendix D - *01 New Liskeard Snow Removal Program*, identifies the “priority” areas (i.e. downtown, school zones and high traffic volume streets) where snow removal is to be completed. All other locations are considered on an availability of equipment and resources and are not necessarily carried out on a regular, scheduled or pre-determined basis. Likewise, not all sidewalks are maintained throughout the winter months, unless identified in the Plan.

Snow removal operations are typically carried out on a scheduled night-shift basis between the hours of 10:00 p.m. and 6:30 a.m. when traffic is reduced, and the crew has easier access to areas included in the Plan. Much of the manpower and equipment that is used for snow plowing operations is also required for the snow removal operations. Given the frequency of the winter storm events this past winter, there were extended periods of time when the plowing operation continued for long periods of time and snow removal in the priority areas was delayed or limited in nature. Much of this years' snow removal on local collector streets was carried out in late March and in areas where flooding due to spring melt was deemed to be a significant concern.

Regarding the concerns related to hedges and lack of maintenance, most of the planting along the street lines were originally placed by property owners and as such, are located at or very near the property lines adjacent to sidewalks to provide privacy to the residents. Each year the Public Works Department inspects signage placed for regulatory and advisory purposes to ensure visibility by both pedestrians and motorists. In the event the signs are obstructed, appropriate measures are taken to reduce the obstructions. Likewise, in the event sidewalks become obstructed due to vegetation, those obstructions are also addressed. Although every pre-caution is taken to reduce obstructions and increase visibility through inspections, both motorists and pedestrians should always proceed with caution when approaching intersections.

In 2009 the Province of Ontario amended the Pesticides Act to restrict or limit the use of herbicides and pesticides in the province for cosmetic or aesthetic purposes. While this may have had an impact on some property owners abilities to maintain a weed free lawn, there are still those that are able to utilize the products that are available to achieve the desired results or choose not to use any weed control products to have a manicured lawn. While there are provisions in the legislation for the use of certain chemicals, dandelions are not considered a noxious weed and therefore, would not be included in the "exceptions" portion of the legislation.

I will defer to the By-law Department with regards to the condition of the Ontario Northland property as I believe it to be a possible property standards issue.

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

G. Douglas Walsh  
Director of Public Works

---

Christopher W. Oslund  
City Manager



# Memo

**To:** Mayor and Council  
**From:** Mitch Lafreniere, Manager of Physical Assets  
**Date:** April 19, 2016  
**Subject:** FedNor Contribution Agreement – Upgrades to Temiskaming Shores Library (New Liskeard Branch)

---

Mayor and Council:

A total of \$115,000 was approved in the 2016 Capital Budget for upgrades at the New Liskeard Library (\$100,000 for capital upgrades and \$15,000 for engineering). The City also applied for funding from Industry Canada (FedNor) under the Canada 150 Community Infrastructure Program to assist with these upgrades. FedNor recently sent correspondence and an agreement under the Canada 150 Community Infrastructure Program contributing \$100,000 on a 50/50 basis to be spent over 2016 and 2017.

The intent of the project is to do repairs to the building envelope, ensuring that the Heritage designation is maintained. These improvements will consist of a complete roof replacement, investigation and repair of the parapet wall above the main entrance, repairs to the main entrance stair case, as well as repointing of the mortar on the entire building.

Work done to date includes the following:

Roof Replacement:	\$24,053
<u>Engineering (Parapet Wall)</u>	<u>\$ 5,597</u>
	\$29,650

A total of \$85,350 is remaining in the 2016 Budget. Cost estimates for the parapet wall repairs will not be known until the engineering investigation is complete. Staff is currently working on cost estimates for the repointing of the mortar on the entire building which will be included in the 2017 Budget submissions.

It is recommended that Council enter into an agreement with Industry Canada (FedNor) for the funding contribution for consideration at the September 6, 2016 Regular Council meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Mitch Lafreniere  
Manager of Physical Assets

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



---

**Subject:** Gray Road – Elm Avenue Projects -  
Contract Administration

**Report No.:** PW-042-2016  
**Agenda Date:** September 6, 2016

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## **Attachments**

**Appendix 01:** Exp Services Inc. Estimate of Fees

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-042-2016; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Exp Services Inc. for Contract Administration and Project Management for the construction of the Gray Road Sanitary Lift Station, Elm Avenue Sanitary Lift Station and Elm Avenue Reconstruction Project in the amount of \$380,560.80 plus applicable taxes for consideration at the September 6, 2016 Regular Council meeting.

## **Background**

In 2016 Council allocated funds within the Capital Budget for the construction phase of works proposed to construct the Gray Road Lift Station, construct the Elm Avenue Lift Station and reconstruct Elm Avenue from Robert Street towards Armstrong Street.

With the recent announcement of funding from the senior levels of government, the City is now in a position to tender the proposed work which has been designed by Exp Services Inc. through Agreements included in By-law 2011-078 (Gray Road Lift Station) and By-law 2011-177 ( Robert Street Lift Station and Elm Avenue Reconstruction)

Throughout these assignments, Exp Services worked closely with City staff and the Ontario Clean Water Agency to review the design and provide feedback on the progress of the project. A number of changes in the scope of work were required to address the needs of the City and combine all aspects of the work into one complete and final tender package. It is the intent of City staff to tender this work as soon as possible.

## **Analysis**

Typically, the consultant assignments for detailed design and construction phases of a project are considered separately due to the potential time lapse that could occur as a result of funding or the priority of the project.

For logistical and continuity purposes, in the past, the City has opted to negotiate for this assignment with the Consultant that was chosen to complete the design work. Depending on the magnitude of the project, administration costs have ranged from eight to twelve percent of estimated the construction costs. The estimate obtained from Exp Services Inc. for the provision of Contract Administration and Construction Supervision Services over the anticipated construction period (one single, three part contract – over nearly 24 months) will be \$380,560.80 plus applicable taxes, or approximately 5.95% of the estimated construction cost.

Exp Services Inc. has experienced field staff to complete the assignment and have proven this throughout Northern Ontario on countless projects over a number of decades.

**Financial / Staffing Implications**

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

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

Contract Administration and Construction Supervision costs were included in the approved application to the Small Communities / Building Canada Fund, and as such are deemed to be eligible expenses under the funding provided by SCF / BCF.

The project is expected to be a multi-year project spanning three (3) Budget years (2016 - 2018) with an estimated total project cost of \$7.09M including all taxes. Final design, engineering and project management costs were estimated to be \$425,000 with the balance being included in the construction costs.

The following is a breakdown of the estimated costs (inclusive of HST) submitted with the application for funding through the SCF / BCF process and based on the current detailed design package:

Eng / Design and Project Management	\$ 425,000
Construction	\$ 6,350,000
<u>Contingency Allow.</u>	<u>\$ 317,500</u>
<b>Total:</b>	<b>\$ 7,092,500</b>

Anticipated Tender Close is October 7, 2016 with Report to Council for potential Contract Award on October 18, 2016.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



August 15, 2016.

Doug Walsh, Director of Public Works,  
The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario.  
P0J 1K0

Re: Project No. NWL- 1601029  
**Gray Road Lift Station, Elm Avenue. Reconstruction, Elm Avenue Lift Station Project  
Management, Tendering Services and Construction Services.**

Dear Mr. Walsh:

As requested by the City of Temiskaming Shores, **exp** Services Inc. is pleased to provide an estimate for project management, revisions to the contract drawings, tendering assistance, contract administration, construction supervision and project closeout services for the Gray Road Sewage Lift Station Project and for the Reconstruction of Elm Avenue for the Estimated price of **\$380,560.80 plus HST.**

The breakdown of services included in this price is as follows:

Task	Gray Rd	Elm St	Total Estimate
Project Management	\$8,100.00	\$2,700.00	\$10,800.00
Finalize Design	\$4,800.00	\$4,800.00	\$9,600.00
Tender Assistance	\$5,200.00	\$2,400.00	\$7,600.00
Contract Administration	\$12,000.00	\$8,000.00	\$20,000.00
Contract Administration Engineering Review	\$8,100.00		\$8,100.00
Inspection Services Senior	\$140,400.00	\$46,800.00	\$187,200.00
Inspection Services	\$25,855.20	\$77,565.60	\$103,420.80
Inspection Services year 2 (Gray Rd)	\$24,240.00		\$24,240.00
Project Closeout	\$7,200.00	\$2,400.00	\$9,600.00

<b>Totals</b>	<b>\$235,895.20</b>	<b>\$144,665.60</b>	<b>\$380,560.80</b>
---------------	---------------------	---------------------	---------------------

## **1.0 Project Management**

- Liaison with City throughout design process
- Establish completion schedule and set milestones and conduct regular reviews to ensure time lines are met.
- Identify deviations including costs and impacts.
- Provide liaison with all stakeholders so that communications between parties are kept open.
- Provide technical assistance during tender period, respond to questions and issue addenda, as necessary.
- Review tenders received for content and mathematical correctness and make recommendations for award.
- Provide liaison with utilities to co-ordinate any relocation.
- Ensure project maintains budget and schedule.

## **2.0 Finalize Design**

- Complete resizing of Elm lift station pumps
- Combine designs into one tender package

## **3.0 Tender Assistance Finalize Design**

During the tendering period we will provide the following services to the municipality:

### ***3.1 Tender Documents***

- prepare project for tender and in consultation with the with City throughout design process
- Finalize all design details and Identify deviations including costs and impacts.
- Assist in posting the tender.

### ***3.2 Tender Period Assistance***

- Attend pre bid site meetings to provide assistance and clarification to attending bidders
- Provide technical assistance during tender period, respond to questions and issue addenda, as necessary.
- Conduct tendering opening
- Evaluate tender submissions for completeness and accuracy;
- Prepare a tender report summarizing the submitted bids and identify the lowest acceptable bidder.
- Issue the award of contract and notices to commence work once the Municipality has selected the winning bidder

## **4.0 Contract Administration**

Exp's Contract Administration Services include at a minimum:

- Respond to Contractors Request for Information
- Review shop drawings to ensure conformity with the contract specifications
- Provide on site senior supervisory staff to control all aspects of construction activities.
- Review contractor's monthly invoices for accuracy and issue payment certificate.
- Monitor contractor's quality control procedures and provide monitoring and testing QA services to ensure compliance with the contract specifications.
- Document all deviations from the contract plans and specifications, including the reason for the deviation, associated costs or savings, and advise the municipality of the deviation and obtain permission to implement it, if necessary.
- Monitor all pay quantities, identify major variations and the reasons for them and keep the municipality informed of the status and costs.
- Document the location of all permanent fixtures installed, and provide a complete set of 'as built' drawing to the City for permanent records.
- Issue written notices to the contractor of any deficiencies in the work and corrective actions required.
- Issue written instructions to the contractor for any necessary design changes, including requests for quotation for any related costs or savings.
- Review and approve/disapprove contractor's quotations for extra work and additions or deletions from the contract.
- Monitor contractor's traffic control measures to ensure compliance with the Roadside Safety Manual and the contract specifications and to ensure the safety of the travelling public.
- Monitor the contractor's environmental mitigation measures, and issue notices of corrective measures required.
- Provide communication with residents affected by the contractor's operations to ensure they are aware of ongoing and upcoming activities, document any concerns and notify the contractor of corrective measures required.
- Ensure that all emergency services (police, fire, ambulance) are kept advised of any and all temporary closures and traffic restrictions.

## **5.0 Construction Inspection Services**

- For the purpose of this proposal, it is understood that the construction phase will occur during the fall of 2016 and continue through until the fall of 2017, a 9.6-hour work day has been assumed
- Maintain a daily record (Inspector's Diary) of the Contractor's operation on site, including resources, personnel, hours of work, materials used and weather conditions.
- Provide basic horizontal and vertical control for the Contractor, in the form of a reference line and a series of geodetic benchmarks along the project.
- Conduct periodic spot checks on the Contractor's line and grade.
- Provide regular inspection of the Contractor's work to ensure that it is being completed in accordance with the contract.
- Advise the Contractor and the City, in writing, regarding any deficiencies in the work; review the Contractor's corrective measures to ensure conformance with the contract.

- Complete all required field testing and inspection of materials and equipment installed under the contract, excluding the specialized testing noted in Section 2.2.3 above.
- Investigate and document any unforeseen circumstances that may occur during construction, and promptly notify the City, as well as the Contractor if he is unaware.
- Conduct a final inspection at the conclusion of the contract, as part of the acceptance process; compile a written record of any deficiencies and provide copies to the Contractor and the City, for the purpose of remedial action.
- Record three-dimensional field measurements to all nodal points and objects constructed under the contract, for the purpose of modifying the contract drawings to reflect the "as built" configurations and locations of the work.

## **6.0 Post-Construction**

- Ensure that all final payment quantities have been calculated and confirmed with Contractor; conduct negotiations with the Contractor as may be required to resolve quantity and payment issues.
- Ensure that all required contract change orders and post-construction payment certificates are prepared and issued in a timely fashion.
- Ensure that any deficiencies that appear in the work during the post-construction guarantee period, are identified and brought to the attention of the Contractor; ensure that all remedial work is completed in a timely fashion, in conformance with the contract.
- Prepare "as built" drawings from the field measurements recorded during the inspection of the construction operation and provide digital copies to the City.

Billing will be as per hours charged. We trust our breakdown of services meet the needs of the project. Should you have questions please contact the undersigned.

Yours truly,

Nolan Dombroski P. Eng.  
Infrastructure Manager, New Liskeard

**Subject:** Water/Wastewater Treatment Facilities  
Operational Agreement - OCWA

**Report No.:** PW-043-2016  
**Agenda Date:** September 6, 2016

---

## **Attachments**

**Appendix 01:** Draft Agreement - OCWA

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-043-2016;
2. That Council directs staff to finalize negotiations with the Ontario Clean Water Agency (OCWA), for the operation, maintenance and management of the municipality's water and wastewater treatment facilities and associated utility infrastructure for a five (5) year term with an option to extend; and
3. That Council directs staff to prepare the necessary By-law to enter into the Service Agreement with the Ontario Clean Water Agency for consideration at the September 20, 2016 Regular Council meeting.

## **Background**

The Ontario Clean Water Agency (OCWA) has been involved in the operation and maintenance of the City's water and wastewater facilities, through contractual agreements, since amalgamation. OCWA also operated and maintained the treatment facilities in the former town of Haileybury for many years. At the Regular Council Meeting held on August 16, 2011, the City entered into the most recent five (5) year contractual agreement with OCWA through By-law No. 2011-117. This contract expires on December 31, 2016.

In April, as per Council direction, City staff entered into negotiations with OCWA with intentions of both parties mutually agreeing upon terms and conditions of a new service agreement for the operation, maintenance and management of the municipality's water and wastewater treatment facilities and associated utility infrastructure.

Since that time, staff have met with OCWA on many occasions to discuss a new agreement.

## **Analysis**

As noted above, staff entered into negotiations with OCWA and have met on many occasions resulting in mutually agreed upon terms and conditions for a proposed new service agreement to be presented to Council.

Staff's goal throughout the negotiation process was to reduce the current operation costs based on Council's approval of capital projects related to water and wastewater treatment, more specifically the communication upgrades project for all water and wastewater facilities. Both OCWA and staff agreed that because of the capital work that has been done over the years, operation of the facilities can be done more effectively and efficiently. This concept resulted in OCWA reducing their personnel services by one half (1/2) person which translates into an annual savings of \$ 33,000 within the proposed new agreement.

In addition, a reduction in plant operational maintenance costs was also agreed upon. With the purchase of the flusher/sucker truck in 2016, the City's environmental department now has the ability to perform duties which currently are included in the existing agreement. These duties equate to an annual reduction in costs of approximately \$ 31,500.

Other notable negotiated terms and conditions include utilizing Statistic Canada's Consumer Price Index (CPI) as opposed to a standard 2% annual increase, as well as the removal of a breakdown maintenance term which has proven to be challenging to manage.

In comparison, should the City have opted to extend the current agreement with OCWA, which incorporated a 2% increase, the 2017 contract cost would be **\$ 745,180**. With the negotiated terms and conditions of the new agreement, 2017 costs equal **\$ 661,780**. This equates to an overall savings of **\$ 83,462** for 2017.

In addition to the savings noted above, potential savings could be noticed in service fees (markup) and optional services related to expenditure requests. The service fees OCWA charges under the current contract was 20% from 2011-2014 and is 15% from 2015-present. This service fee is for the purchase of all material, supplies and equipment on the City's behalf. Within the proposed agreement the service fees shall be calculated as follows:

- (a) 15% for amounts below \$10,000;
- (b) 10% for amounts between \$10,000 and \$50,000;
- (c) 5% for the amount in excess of \$50,000.

Included in the proposed agreement, OCWA will no longer charge the Operator/Mechanic rate during regular business hours for optional services related to expenditure requests. In comparing over three years of service fees and Operator/Mechanic rate costs, the potential savings average approximately **\$ 9,000** per year.

The operation and maintenance of the treatment aspects of the Pool Fitness Centre, Haileybury Beach and Bucke Park have also been included in the new agreement. In



past years, OCWA has performed the operation at these facilities but were never bound by contractual agreement.

At the Public Works Committee meeting held on July 26, 2016 this draft agreement was presented resulting in the adoption of Recommendation PW-2016-037 which reads as follows:

*Be it resolved that:*

*The Public Works Committee recommends the draft OCWA agreement be presented to Council at the first regular Council meeting in September.*

Similarly, this draft agreement was presented to the Corporate Services Committee at the regular meeting held on July 26, 2016 resulting in Recommendation CS-2016-031 which reads as follows:

*Be it resolved that:*

*The Corporate Services Committee hereby recommends the revised OCWA contract agreement, as presented at the Corporate Services Committee meeting on July 26, 2016, be presented to Council for a full review at the September 6<sup>th</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

Should Council decide to proceed with entering into the Operational Agreement with OCWA, sufficient funds would be presented to Council through budget deliberations yearly throughout the term of the agreement commencing in 2017.

### **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

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

**By-law No. 2016-000**

**Being a by-law to authorize the entering into an Agreement with the Ontario Clean Water Agency (OCWA) for the Operation, Maintenance and Management of the Water and Wastewater Treatment Facilities and Associated Utility Infrastructure 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-043-2016 at the September 6, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Ontario Clean Water Agency (OCWA) for the operation, maintenance and management of the City's Water and Wastewater Systems within Temiskaming Shores;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Ontario Clean Water Agency;

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

1. That the Mayor and Clerk be authorized to execute a Services Agreement with Ontario Clean Water Agency for the operation, maintenance and management of City owned water and wastewater facilities for the period covering January 1, 2017 to December 31, 2021. A copy of the said Services Agreement 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 6<sup>th</sup> day of September, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law No. 2016-000**

Agreement between

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

and

**Ontario Clean Water Agency**

For the Operation, Maintenance and Management of the Municipality's  
Water and Wastewater Treatment Facilities and associated Utility  
Infrastructure

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## **Services Agreement**

This Agreement effective as of the 1<sup>st</sup> day of January, 2017 (the “Effective Date”),

Between:

**Ontario Clean Water Agency/Agence Ontarienne Des Eaux**

a corporation established under the *Capital Investment Plan Act*,  
1993, c.23, Statutes of Ontario.  
 (“OCWA”)

And:

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

(the “Client”)

### **Recitals**

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the Haileybury Water Facility, Haileybury Wastewater Treatment Facility, North Cobalt Sewage Lagoon, New Liskeard Water Facility, Dymond Distribution System and New Liskeard/Dymond Wastewater Facility, in addition there are 3 municipal recreational facilities more particularly described in Appendix A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the 20<sup>th</sup> day of September, 2016 passed By-Law No. 2016-000 authorizing the Client to enter into this Agreement.

**Now therefore** in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

## **Article 1 - Interpretation**

### **Section 1.1 - Definitions**

In this Agreement, definitions are set out in Appendix B, or within applicable provisions as indicated.

## **Article 2 – Responsibilities of OCWA**

### **Section 2.1 - Retention of OCWA**

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Appendix C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

### **Section 2.2 - Performance of Services**

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
  - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
  - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
  - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
  - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
  - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
  - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;
  - (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client’s sewer use by-law or



- any Environmental Law;
- (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities’ design or operating capacity;
  - (ix) operational upset conditions caused by the acceptance of septage or leachate;
  - (x) unavailability of approved lands for the application of sludge or of New Liskeard/Dymond lagoon cell for Haileybury sludge disposal.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, endeavor to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an “Uncontrollable Circumstance”), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA’s primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client’s prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

### **Section 2.3 - OCWA as Independent Contractor**

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

### **Section 2.4 - Authorized Representatives**

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the “Authorized

Representative(s)”). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative.

### **Section 2.5 - Indemnification of the Client**

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA’s negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA’s commencement of the Services (a “Pre-existing Condition”), including but not limited to those listed in Appendix F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client’s directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Appendix B.

### **Section 2.6 - Insurance**

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Appendix E to this Agreement (the “Insurance”) and the Client shall be an additional insured under the Commercial General Liability and Contractor’s Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA’s Commercial General Liability and Contractor’s

Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.

- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Appendix E.
- (e) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA as shown in Appendix D.

### **Article 3 – Responsibilities of the Client**

#### **Section 3.1 - Obligations of the Client**

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Ontario Municipal Board and the Ministry of the Environment and Climate Change), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the “SDWA”), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the “OHSA”) and their regulations.
- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Appendix F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined

under the *Occupational Health and Safety Act* (the “OHS”) at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHS and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

### **Section 3.2 - Covenants of the Client**

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client’s sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client’s inspection reports (sewer usage, cross-connections, sump pump connections), if available.
- (h) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational

impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.

### **Section 3.3 - Exoneration and Indemnification of OCWA**

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change and all directors, officers, employees and agents of the Ministry of the Environment and Climate Change (collectively referred to as the “Indemnified Parties”) from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client’s negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA’s directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Appendix B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
  - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Appendix E; and
  - (ii) to the extent that such Claim is caused solely by OCWA’s negligence or wilful misconduct in providing the Services.

## **Article 4 – Term, Payment for Services and Other Charges**

### **Section 4.1 - Initial Term of Agreement**

This Agreement shall start on the Effective Date January 1, 2017 and shall continue in effect for an initial term of five (5) years, ending on December 31, 2021 (the “Initial Term”) and then may be renewed for successive five (5)-year terms (each a “Renewal Term”) upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

### **Section 4.2 - Annual Price for the Initial Term**

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Appendix D.

#### **Section 4.3 - The Annual Price in Renewal Terms**

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the “Current Term”), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Appendix D, pro-rated over that period.

#### **Section 4.4 - Payment of the Annual Price**

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1<sup>st</sup>, 2017. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

#### **Section 4.5 - Items Not Included in the Annual Price**

The Annual Price, as further described in Appendix “D”, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) (d) Hydro/Utility costs, Propane in North Cobalt, generator fuels;
- (e) (e) charges for any Optional Services that are provided by OCWA to the Client;
- (f) (f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;
- (g) Process chemicals, online instrumentation reagents and certified laboratory

analysis costs are considered to be a flow through expense to be paid by the client through OCWA at the end of each quarter.

- (h) The Client is responsible for all costs related to the handling and disposal of sludge and grit at the Facilities.

#### **Section 4.6 - Major Maintenance Expenditures**

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facility that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than August 31<sup>st</sup> of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling five (5)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facility. As well a one (1) year estimate for the chemicals will be provided. During each Year of the Agreement the Client shall provide written approval of the estimate or revised estimate **authorizing OCWA to incur that Year's Major Maintenance Expenditures included in the estimate** (the “Approved Major Maintenance Expenditures”). The Major Maintenance Expenditure recommendations will be divided in 3 categories, capital, annual replacement and inventory needs.
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

#### **Section 4.7 - Capital Projects**

- (a) “Capital Projects” means changes and improvements to the Facility which includes the installation of new technology, improvements to the efficiency, performance and operation of the Facility, replacement of major pieces of equipment, structural modifications to the Facility and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

#### **Section 4.8 - Unexpected Expenses**

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures not included in Appendix C in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable

Circumstance, any work required by regulatory order (e.g. MOECC or MOL) or identified through an inspection (e.g. ESA, MOECC, MOL) that is not solely the result of OCWA’s negligence in performing the Services or any other emergency situation, together with the Service Fee.

- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation within sixty (60) days of the occurrence, and the Client shall pay the invoice within thirty (30) days of the receipt of the invoice.

#### **Section 4.9 - Interest on Late Payments**

- (a) **Monthly Payment of Annual Fee.** If the Client’s monthly payment of the Annual Fee is not available in OCWA’s designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the receipt of the invoice and interest shall begin to accrue one (1) day after the payment is due.

#### **Section 4.10 - Partial Payment of Disputed Invoices**

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

#### **Section 4.11 - Hydro Costs/Utility Costs**

OCWA is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Client shall pay all Hydro/Utility Costs.

#### **Section 4.12 - Optional Services**

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by



Change Order as set out in Appendix G, provided that the Client and OCWA agree in writing to the specific scope of work required.

- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Appendix D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Appendix D will be reviewed annually by OCWA and may be subject to change.

#### **Section 4.13 - Changes to the Agreement**

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Appendix G which will state their agreement upon all of the following:
  - (i) the services to be provided;
  - (ii) fees for the services provided under the Change Order;
  - (iii) the extent of the adjustment to the maintenance and operating appendix, if any;
  - (iv) the extent of any adjustments to the Annual Price, if any; and
  - (v) all other effects that the change has on the provisions of this Agreement.

### **Article 5 – Dispute Resolution**

#### **Section 5.1 - Mediation**

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude

and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

## **Article 6 - Termination**

### **Section 6.1 - Termination of Agreement**

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client’s written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days’ notice in writing to the other Party if:
  - (i) there has been a material breach of the Agreement;
  - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
  - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

### **Section 6.2 - Early Termination**

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems owned by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any outstanding costs related to Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

### **Section 6.3 - Inventory Count of Consumables/Supplies**

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall

either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

#### **Section 6.4 - Final Settlement**

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

#### **Section 6.5 - Transfer of Operations**

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log books for the Facilities.
- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

#### **Section 6.6 - Restrictions on Recruitment of OCWA’s Employees**

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facility, unless mutually agreed to in writing by the Client and OCWA.

### **Article 7 - General**

### **Section 7.1 - Ownership of Technology**

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the “Technology”). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

### **Section 7.2 - Agreement to Govern**

If there is any inconsistency between the main body of this Agreement and any Appendix to this Agreement, then the provision in the main body of this Agreement shall govern.

### **Section 7.3 - Entire Agreement**

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

### **Section 7.4 - Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

### **Section 7.5 - Successors and Assigns**

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

### **Section 7.6 - Survival**

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

### **Section 7.7 - Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole

or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

### **Section 7.8 - Notices**

- (a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email facsimile, registered mail or courier shall be deemed to have been given when received.

If to the Client:

City of Temiskaming Shores  
P.O. Box 2050 / 325 Farr Dr.  
Haileybury, Ontario P0J 1K0  
Telephone: 705-672-3363  
Fax: 705-672-2911  
Attn.: Director of Public Works

if to OCWA:

Ontario Clean Water Agency  
P.O. Box 513 / 1 Browning St.  
Haileybury, Ontario P0J 1K0  
Telephone: 705-672-5549  
Fax: 705-672-2534  
Attn.: Operations Manager

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

### **Section 7.9 - Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

### **Section 7.10 - Freedom of Information**

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

### **Section 7.11 - Confidentiality**

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided

such material or information, allowing such disclosure.

**In witness whereof** the Parties have duly executed this Agreement.

**Ontario Clean Water Agency**

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

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

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
Clerk – David B. Treen

## **Appendix A - The Facilities**

### **Part 1. Description of the Facilities**

For the purposes of this Agreement, the description of the Facilities is set out in the following document(s):

#### **1) Haileybury Water Treatment Plant (Class II) -1 Browning Street**

The water treatment system is a 6280 m<sup>3</sup> daily average flow chemically assisted filtration process and air scour backwash system. The intake is an 18 inch diameter polyethylene pipe. The low lift station has three submersible turbine pumps. The chemicals added for process are chlorine, aluminum sulphate, sodium hydroxide, ammonium sulphate, chlorine gas, and poly .electrolyte

The facility includes an off-site reservoir located at 400 Niven St. South which has a low pressure gravity and high pressure booster pump distribution system.

#### **2) Haileybury Wastewater Treatment Plant (Class II) - 275 View Street**

The wastewater treatment plant consists of two treatment tanks, one is steel and the other is concrete. The treatment method is extended aeration with cominunator, aeration tanks, final clarifier, sludge holding and chlorine disinfection chamber. The combined capacity is 2,728 m<sup>3</sup> daily average flow. The main utility building houses a laboratory, blower room, chemical storage control room and workshop.

The facility includes two (2) sanitary lift stations; Farr Drive Lift Station located adjacent to the treatment plant which pumps the raw influent to the treatment facilities and a second lift station located at 694 Lakeshore Rd. S. known as the Brewster Street Lift Station.

#### **3) North Cobalt Multi-Cell Aerated Lagoon System (Class I) -543083 Proctors Rd**

This facility has a service building with laboratory, control room, chemical treatment supply and storage area workshop, and disinfectant effluent system. Three cell aerated lagoon treatment system has continuous discharge into Mill Creek. There is yard piping influent chamber, grit channel and two sludge holding cells on site.

This facility includes two (2) lift stations within the collection system known as the Groom Drive Sanitary Lift Station and the Station Street Sanitary Lift Station.

#### **4) Dymond Wastewater Pumping Station and Collection System (Class II) -783495 Gray Rd.**

A single gravity fed pumping station consisting of a bar screen, two 20 hp Flyght submersible pumps discharging into the New Liskeard/Dymond Wastewater Lagoon, an auxiliary generator, a fisher price mag flow meter and milltronics level control.

#### **5) Dymond reservoir -286 Raymond Street**

A reservoir/pump station consisting of a single story concrete building housing the six high lift pumps (four are submersible and two are vertical turbine), valves, emergency stand- by power unit (275 kW diesel generator set), sodium hypochlorite chemical feed systems,

chlorine residual and turbidity monitoring units and alarm systems. The on-site reservoir consists of four interconnected baffled cells with a total volumetric capacity of 1,395 m<sup>3</sup> with four submersible pumps for the backup or fire demand.



**6) New Liskeard/ Dymond Wastewater Treatment (Class II) -177304 Bedard Road and Various Sanitary Lift Stations within the Collection System (Class III)**

Wastewater treatment lagoon with an estimated average flow of 7,300 m<sup>3</sup>/d consisting of four aerated lagoons, equipped with a diffused air aeration system and three air blowers housed in an on- site building with discharge into the Wabi River. Phosphorous removal is practiced and accomplished by the addition of Ferric Sulphate with a 27,000 liter in- building storage tank and a double Wallace & Tieman metering pump system provided.

There are six (6) pumping stations and two siphon chambers within the collection system as follows:

- #1 - **Niven Street North** (main pumping station) - 800 KVA genset, has three 250 hp. Flygt pumps all enclosed in a building.
- #2- **Whitewood Avenue Lift Station** at the north side of the Wabi River -Has three 88 hp Flygt pumps in a submersible pump station (outdoor) configuration and one 30 hp. bypass pump with emergency hypochlorination equipment in a small building.
- #3 - **Cedar Street Lift Station** (by arena) two hp Flygt pumps - very small submersible station, no building.
- #4 - **Montgomery Street Lift Station**- 9.4 KVA generator, two 10hp. Flygt pumps in a submersible station in a small building.
- #5 - **Murray Street - Siphon Chamber** for Whitewood LS- Mouth of Wabi River- concrete structure. UTM NAD 17 0600350E 5262610N
- #6 - **Pine Street West** - Siphon Chamber for Niven St LS.-Concrete Structure UTM NAD 17 0599480E 5263258N
- #7 - **Goodman Lift Station** - 132 Jaffray Street
- #8 - **Gray Road Lift Station** – 783495 Gray Road, Dymond, P0J 1P0

**7) New Liskeard Water Treatment (Class II)-305 McCamus Avenue**

Groundwater supply consisting of two water wells rated at 7,856 m<sup>3</sup>/d

Well No.3- includes vertical turbine pump, located adjacent to filter plant site

Well No.4- includes vertical turbine pump, located adjacent to filter plant site

Treatment and storage facility consisting of an iron removal plant consisting of two pressurized filters, chlorination system, aeration system, two clearwells, two vertical turbine high lift pumps.

The off-site storage reservoir is located at 177102 Shepherdson Road.

**Municipal Recreational Facilities**

**Pool/Fitness Center** – 77 Wellington St New Liskeard, ON P0J 1K0

**Bucke Park** – 523060 Bucke Park Rd. Temiskaming Shores

**Haileybury Beach** – 309 Broadway Street, Haileybury, POJ 1K0

## **Part 2. Street Address of the Facility**

The street address of the Facility is as follows:

### **1) Haileybury Water Treatment Plant (Class II)**

1 Browning St., Haileybury, ON POJ 1K0

The Reservoir

400 Niven St., Haileybury, ON POJ 1K0

### **2) Haileybury Wastewater Treatment Plant (Class II)**

275 View St., Haileybury, ON POJ 1K0

Farr Drive Lift Station: Main Pumping Station

Farr Dr., Haileybury, ON POJ 1K0

Brewster Street Lift Station: 694 Lakeshore Rd. S..

### **3) North Cobalt Multi-Cell Aerated Lagoon System (Class I)**

543083 Proctors Rd , North Cobalt, ON POJ 1K0

Pumping Station #2

Station St., North Cobalt, ON POJ 1K0

Pumping Station #3( Queen)

Groom Dr., North Cobalt, ON POJ 1K0

### **4) Dymond Wastewater Pumping Station and Collection System (Class II)**

783495 Gray Rd. Township of Dymond

### **5) Dymond Water Treatment System (Class II)**

286 Raymond Street, Lot 9, Conc. 4, Township of Dymond

### **6) New Liskeard Wastewater Treatment (Class II) and Collection (Class III) System**

177304 Bedard Road, Township of Dymond

There are five (5) pumping stations and two siphon chambers within the collection system as follows:

- Montgomery Sanitary Lift Station – 125 Montgomery Avenue;
- Whitewood Sanitary Lift Station – 57 Riverside Drive;
- Niven Street Sanitary Lift Station – 185 Niven Street North; and
- Goodman Sanitary Lift Station – 132 Jaffray Street.
- Cedar Street Lift Station

**7) New Liskeard Water Treatment System (Class II)**

Iron Removal Plant- 305 McCamus Avenue, New Liskeard

Well No.3- New Liskeard- 301 McCamus Avenue, New Liskeard

Well No. 4- New Liskeard- 301 McCamus Avenue, New Liskeard

Off-site storage reservoir is located at 177102 Shepherdson Road

## **Appendix B - Definitions**

In this Agreement, the following terms are defined below or in the section in which they first appear:

**“Agreement”** means this agreement together with Appendices A, B, C, D, E, F, G, H, and I attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

**“Annual Price”** is defined in Section 1 under Appendix D of this Agreement.

**“Applicable Laws”** means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

**“Approved Major Maintenance Expenditures”** is defined in Paragraph 4.6(b) of this Agreement.

**“Authorizations”** means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

**“Authorized Representative(s)”** is defined in Section 2.4 of this Agreement.

**“Business Days”** means a day other than a Saturday, Sunday or statutory holiday in Ontario.

**“Business Hours”** means the hours between 7:30 a.m. and 4:00 p.m. on a Business Day.

**“Capital Projects”** is defined in Section 4.7(a) of this Agreement.

**“Change in Applicable Laws”** means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

**“Change Order”** means the document shown in Appendix “I” describing the changes to the Agreement agreed to by both parties.

**“Claim”** means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

**“CPI Adjustment”** means the percentage difference between the Statistics Canada

Consumer Price Index, All Items (Ontario) (“CPI”) during June of the previous Year as compared to the CPI of June of the current Year. For example, for 2018 the CPI Index for June 2017 will be divided by the CPI index for June 2016 to derive the percentage change (CPI Adjustment) to be applied to the 2018 price.

“**Current Term**” is defined in Paragraph 4(c) under Appendix D of this Agreement.

“**Crown**” means Her Majesty the Queen in Right of Ontario.

“**Drinking Water Quality Management Standard (DWQMS)**” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“**Effective Date**” is defined on Page 1 of this Agreement.

“**Environmental Laws**” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“**ESA**” means the Electrical Safety Authority.

“**Facilities**” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Appendix A.

“**Hydro Costs**” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“**Indemnification Process**” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“**Indemnified Parties**” is defined in Paragraph 3.3(a) of this Agreement.

“**Indemnifying Party**” means the Party responsible for dealing with any Claims and paying out any Claims.

“**Initial Term**” is defined in Section 4.1 of this Agreement.

“**Insurance**” is defined in Paragraph 2.7(a) and further described in Appendix E.

“**Intellectual Property Rights**” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“**Major Maintenance Expenditures**” is defined in Paragraph 4.6(a) of this Agreement.

“**MOECC**” means the (Ontario) Ministry of the Environment and Climate Change.

“**MOL**” means the (Ontario) Ministry of Labour.

“**OHSA**” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“**Optional Services**” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“**Outpost 5**” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“**Overall Responsible Operator**” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“**OWRA**” means the *Ontario Water Resources Act*, R.S.O. 1990.

“**Parties**” is defined in Paragraph (d) of the Recitals to the Agreement.

“**PDM**” or “**Process Data Management**” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“**Pre-existing Condition**” is defined in Section 2.5 of this Agreement.

“**Renewal Term**” is defined in Section 4.1 of this Agreement.

“**Routine Maintenance**” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes

preventative maintenance.

“**SCADA**” means Supervisory Control and Data Acquisition.

“**SDWA**” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“**Service Fee**” is defined and described in Appendix D.

“**Services**” is defined in Section 2.1 of this Agreement.

“**Technology**” is defined in Section 7.1 of this Agreement.

“**Uncontrollable Circumstance**” is defined in Paragraph 2.2(c) of this Agreement.

“**Unexpected Expenses**” is defined in Paragraph 4.8(a) of this Agreement.

“**Utility Costs**” means the costs of natural gas, hydro, propane, diesel for gen sets used in the operation of the Facilities.

“**WMMS**” or “**Work Management Maintenance System**” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“**Year**” means the three hundred and sixty-five (365) day period from January 1<sup>st</sup> to December 31<sup>st</sup> of the calendar year.

## **Appendix C - The Services**

### **Part 1 - Services included in the Annual Price**

OCWA will provide the following services:

#### 1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, with all costs charged to the Client in accordance with Appendix D herein;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities – Note: ORO at the Wastewater Collection in New Liskeard was an optional service during last contract but is now included as needed.

#### 2. Regulatory and Facility Performance Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement, including Environmental Compliance Approval (ESA), Wastewater Systems Effluent Regulations (WSER), Municipal Drinking Water License (MDWL), Drinking Water Works Permit (DWWP) and Permit to take Water (PTTW);
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement;
- (d) maintain Drinking Water Quality Management Standard;
- (e) OCWA shall provide a facility performance report for each facility, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.



- a. Additional reports shall include:
  - i. Quarterly maintenance work summary
  - ii. Monthly Call in summary
3. Operations Manuals
  - (a) Recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.
4. Initial Inventory
  - (a) develop and maintain an inventory of the Client’s original equipment tools and attractables in place as of the effective date of the Agreement;
  - (b) develop inventory of critical spare parts.
5. Change In Laws
  - (a) Notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.
6. Facility Emergency Preparedness
  - (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client’s Emergency Plans;
  - (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.
7. General
  - (a) good housekeeping to maintain a safe work environment;
    - a. This includes snow removal on walkways and doorways
    - b. Temiskaming Shores will ensure snowbanks and driveways are cleared , both inside and outside the fencing following winter snow events
  - (b) provide security at the Facilities by monitoring the CCTV and locking fences and gates and notifying the Client of the need for any repairs (security alarm systems, fences, gates);
  - (c) provide mobile communications services.

- (d) Grass cutting around the facilities

**A - Services for Water Treatment System**

8. **Routine Operations & Maintenance:**

- (a) in providing routine operation of the Facilities, OCWA will conduct:

- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
- (ii) instrumentation cleaning, calibration;
- (iii) sampling and/or on-site analysis;
- (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
- (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
- (vi) coordination of chemical supply with chemical vendors;
- (vii) checks and responses to alarms during Business Hours;
- (viii) inspection of process control equipment to ensure proper operation of disinfection system, coagulation, flocculation, sedimentation, filtration system, pumps, valves, chemicals system, online monitors and standby power;
- (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
- (x) consolidation and processing of OCWA’s internal operational data forms for statistical input into a reporting system for the quarterly report;
- (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;
- (xii) utilize Client’s SCADA system for trending review and reporting, gap analysis, testing, and compliance;
- (xiii) before August 31st (as per agreement 4.6(b)), prepare a report outlining the foreseeable Major Maintenance Expenditures, annual replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;

- (xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

## **B - Services for Water Distribution System**

### **9. Operations & Maintenance**

- (a) in providing routine operation of the Facilities, OCWA will conduct:
  - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
  - (ii) instrumentation cleaning, calibration;
  - (iii) sampling and/or on-site analysis;
  - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
  - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
  - (vi) coordination of chemical supply with chemical vendors;
  - (vii) checks and response to alarms during Business Hours;
  - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system;
  - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, and routine checklists as required by Applicable Laws;
  - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
  - (xi) detection of significant water loss based on monitoring of flow readings and ground water reservoir's for levels and pressures
  - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;

- (xiii) utilize Client’s SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
  - (xiv) before August 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures, annual replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;
  - (xv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
  - (xvi) operation and visual inspection of the reservoir;
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

## **C – Services for Water Wells**

### **10. Operations & Maintenance**

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
  - (ii) instrumentation cleaning, verification of calibration (not certified);
  - (iii) sampling and/or on-site analysis;
  - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
  - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
  - (vi) coordination of chemical supply with chemical vendors;
  - (vii) checks and response to alarms during Business Hours;
  - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system, standby power, online monitors;
  - (ix) maintenance of daily on-site logs and records, including process control log

- sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
- (x) consolidation and processing of OCWA’s internal operational data forms for statistical input into a reporting system for the quarterly report;
  - (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;
  - (xii) utilize Client’s SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
  - (xiii) before August 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures, annual replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;
  - (xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

## **D – Services for Wastewater Treatment System**

### **11. Routine Operations & Maintenance**

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
  - (ii) instrumentation cleaning, calibration;
  - (iii) sampling and/or on-site analysis;
  - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
  - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
  - (vi) coordination of chemical supply with chemical vendors;

- (vii) checks and response to alarms during Business Hours;
  - (viii) inspection of process control equipment to ensure proper operation of bar screen, barminutor/comminutor, secondary wastewater treatment clarifiers, blowers and aeration system, filters, digesters, sludge holding tanks, stand by power disinfection system, pumps, valves, chemicals system;
  - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
  - (x) consolidation and processing of OCWA’s internal operational data forms for statistical input into a reporting system for the quarterly report;
  - (xi) calculation, recording and analysis of the amount of wastewater treated daily and monthly flows, pumping station run hours and standby equipment running hours
  - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
  - (xiii) monitor and adjust dosages of process chemicals;
  - (xiv) utilize Client’s SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
  - (xv) before August 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures, replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;
  - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
  - (xvii) removal screening;
  - (xviii) coordination of removal of biosolids from the Facilities in accordance with applicable MOECC Guidelines for sludge disposal to the sites approved and permitted by the Client to receive such sludge and biosolids. All work to be in accordance with MOECC’s “Guideline for Sludge Utilization on Agricultural Lands”, dated October 1992. The client will be responsible for the removal of sludge and grit and deposition at an appropriate facility.
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication

- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

## **E - Services for Wastewater Collection System**

### **12. Routine Operations & Maintenance**

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
  - (ii) instrumentation cleaning, calibration;
  - (iii) sampling and/or on-site analysis;
  - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
  - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
  - (vi) coordination of chemical supply with chemical vendors;
  - (vii) checks and response to alarms during Business Hours;
  - (viii) inspection of process control equipment to ensure proper operation of all pumping stations and forcemains to ensure proper operation;
  - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
  - (x) consolidation and processing of OCWA’s internal operational data forms for statistical input into a reporting system for the quarterly report;
  - (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;
  - (xii) utilize Client’s SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
  - (xiii) before August 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures, annual replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;
  - (xiv) maintenance of vehicle(s) used in providing the services, including fuel

and any other operating costs associated with such vehicle(s);

- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (d) Provision of a certified operator to provide ORO services as needed

## **F - Services for Lagoon System**

### 13. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
  - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
  - (ii) instrumentation cleaning, calibration;
  - (iii) sampling and/or on-site analysis;
  - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
  - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
  - (vi) coordination of chemical supply with chemical vendors;
  - (vii) checks and response to alarms during Business Hours;
  - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system, UV system, stand by power;
  - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
  - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
  - (xi) visual inspection of lagoon to monitor levels and conditions and inspect berms for erosion;



- (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
  - (xiii) monitor and adjust dosages of process chemicals;
  - (xiv) continuous dosing and discharges;
  - (xv) before August 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures, annual replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;
  - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
  - (xvii) removal of screening;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

### **G - Sludge**

The Client acknowledges and agrees that the Client is responsible for arranging for all aspects of sludge removal, storage and spreading and is required to comply with all relevant Environmental Laws, including but not limited to, the *Nutrient Management Act, 2002* and its regulations as they may be amended from time to time, any relevant regulatory guidelines on biosolids management and disposal issued by the Ministry of the Environment and any applicable certificates of approval.

### **H - Services for Municipal Recreational Facilities (Bucke Park, PFC pool, Haileybury beach, City Hall)**

#### 14. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:

Bucke park (6 months – May to October inclusive)

- (i) Chlorine, pH, bacti sampling and lab analysis at Bucke park

PFC Pool (12 months)

- (ii) Maintenance of chlorine and acid injection system

- (iii) Maintenance, calibration and refurbishment of online instruments. Refurbishment will be done at cost plus basis.

Haileybury Beach (5 months – May to September inclusive)

- (iv) Operation and maintenance of the water purification system for the beach
- (v) Operation and Maintenance of chlorination equipment for the beach and the wading pool.

City Hall

- (vi) City hall generator maintenance;

**Part 2 - Optional Services (To Be Provided at the Request of the Client)**

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) water meter installation/replacement/reading;
- (b) water service disconnect and reconnect;
- (c) new water service installation or connection inspection;
- (d) well camera inspections/well level monitoring;
- (e) clearwell cleaning;
- (f) back flow prevention measures.
- (g) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (h) sewer system locates as set out by applicable legislation and Ontario One Call;
- (i) new sewer service installation or connection inspection;
- (j) contract repair for sewer line breaks including road restoration;
- (k) inspection of repaired sewer services;
- (l) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (m) high pressure sewer flushing;
- (n) acoustic pipe inspection;

- (o) infiltration surveys, sewer cameraing;
- (p) adjust and leveling manholes;
- (q) biosolids removal from lagoon;
- (r) lagoon depth monitoring;
- (s) odour control system.

## 2. Watermain Services

- (a) contract repair for watermain breaks including road restoration;
- (b) inspection of repaired water pipes;
- (c) new watermain conditioning;
- (d) watermain swabbing;
- (e) intake inspection;
- (f) leak detection;
- (g) chamber inspections, monitoring.
- (h) flushing, opening, exercising and winterizing of water hydrants as required;

## 3. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) provide assistance and/or complete applicable funding applications;
- (d) initial condition inspection;
- (e) financial plans for water infrastructure.

## 4. Hydrant Services

- (a) hydrant flow testing;
- (b) hydrant repairs;
- (c) painting hydrants.
- (d) main distribution shut-off valves exercising;

## 5. Information Technology Services

- (a) SCADA development and maintenance.

## **Appendix D - The Annual Price And Other Charges**

### **1. Annual Price for the Initial Term**

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- i) For Year One from January 1<sup>st</sup>, 2017 through to December 31<sup>st</sup>, 2017 inclusive: \$682,604. Details of the split are shown below:

	Cost
Water and Wastewater Treatment (water, distribution, collection, wastewater)	\$661,780
Municipal Recreational Facilities (Bucke Park, New Liskeard Pool, Haileybury Beach)	\$20,824
<b>SUM</b>	<b>\$682,604</b>

- ii) For Year Two and subsequent Years: \$671,566 plus the CPI Adjustment, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada. In Year Two of the Agreement, the CPI Adjustment shall be added to the Annual Price for Year One of the Agreement and for Subsequent Years, on a cumulative basis.

### **2. Payment of the Annual Price**

In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$56,883.67.

### **3. Optional Services**

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (i) Labour rates on Business Days, Monday to Friday, 7:30 to 16:00 shall be billed at the Regular Hourly Rate as shown in the chart set out in clause (iv) below. Note: The Operator/Mechanic performing Maintenance Expenditure and Capital Projects at the Facilities will not be charged to the client during business hours unless circumstances require additional OCWA personnel and which has been agreed upon by both OCWA and the client.
- (ii) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.

- (iii) Labour rates at all other times (after hours and on weekends) shall be billed at the Emergency and O/T rates with a minimum 4 hour charge (call out) of \$350 per person as shown in the chart set out in clause (iv) below. Call out of \$600 will be charged for stat holidays. However the client shall only pay for those call outs due to power failure, acts of God (e.g. storms, high flow situations), and those initiated by the client due to operational issues. Note that weekend work is staffed by one individual and in cases where additional staffs are required these will be considered a callout.

Position Title	Regular Hourly Rate	Emergency & O/T Rates
Sr. Operations Manager	\$125	\$190
Operations Manager	\$105	\$160
Instrumentation Technician	\$85	\$130
Senior Operator	\$80	\$120
Operator/ Mechanic	\$75	\$115
Process Technician	\$85	\$130
Operator-in-training	\$65	\$98

Vehicle costs are included in price. These rates will be reviewed on an annual basis and the client shall be advised of any changes.

- (iv) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.”

#### 4. Service Fee

“**Service Fee**” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client (other than on replacement items). For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% for amounts below \$10,000;
- (b) 10% for amounts between \$10,000 and \$50,000;
- (c) 5% for the amount in excess of \$50,000.

Service Fees are calculated against all parts purchased for the project or job. For example, if the total cost for parts purchased to replace a pump, is \$15,000 the Service Fee will be 10% of that amount.

Service fee for annual replacement and inventory replacement items will be charged at a 5% fee. For example: piping, bolts, tubing, pump kits and consumables.

### **Appendix E - Insurance**

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

#### **Property Insurance**

**Insured Perils:** All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.

**Policy Limits:**

- Replacement Value
- Extra expenses
- Expediting expenses

**Insurable Values:** Please report facilities’ value based on Replacement Cost. (Subject to Annual Review by the Client.)

**Deductibles:** Earthquake – 3% of the value of the property insured subject to a minimum of \$100,000.

A flood deductible based on the Total Insured Value (TIV) of the property insured applies to locations in the 100-year flood zones determined as follows:

Less than 1 million in TIV	\$50,000
1 million to 3.3 million in TIV	\$100,000
3.3 million to 5 million in TIV	\$125,000
5 million to 6.8 million in TIV	\$200,000
More than 6.8 million in TIV	3% of the property insured subject to a minimum of \$100,000

A flood deductible of \$50,000 applies to locations in the 500-year flood zones.

A flood deductible of \$50,000 applies to all other locations.

Sewer back-up and water damage deductible of \$100,000.

**All Other Losses:** \$50,000 based on the insurable value of the Facilities at the time of execution of this Agreement (except earthquake, flood and sewer back-up).



The above is subject to change on an annual basis.

Where the Client’s property is repaired or replaced, the Client will pay the deductible. Where OCWA’s property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client’s and OCWA’s property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

**Property Insured:** Property of every kind and description as declared except as excluded under the “Property Excluded” section of the policy.

### **Boiler & Machinery Insurance**

**Coverage:** Sudden & Accidental Breakdown of a Pressure, Mechanical, Electrical Object including Production Machinery as defined under the policy. Coverage applies to the loss of the “Object” itself and for loss to other insured property directly damaged by the “Accident”, except as excluded under the policy.

**Limit:** \$100,000,000 per Accident.

**Deductibles:** \$5,000 for Property Damage per Accident for the year 2016; subject to changes on an annual basis.

Where the Client’s property is repaired or replaced, the Client will pay the deductible. Where OCWA’s property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client’s and OCWA’s property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

### **Automobile Insurance**

**Coverage:** Automobile Liability for OCWA owned or leased vehicles.

**Limit:** \$5,000,000

### **Commercial General Liability Insurance**

**Coverage:** Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

**Limit:** \$5,000,000 per Occurrence.

**Deductible:** \$50,000 for the year 2016; subject to change on an annual basis.

### **Contractor’s Pollution Liability/Professional Liability Insurance**

**Coverage:** Professional Liability: To pay on behalf of OCWA sums which

OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (60 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA’s profession.

Pollution legal liability covering third party property damage and bodily injury and clean-up costs for pollution conditions arising out of the performance of the services provided by OCWA.

- Limit:** \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.
- Limit:** \$5,000,000 for Professional Liability Insurance
- Deductible:** \$100,000 for the year 2016; subject to change on an annual basis.”

### **Appendix F - List of Pre-Existing Conditions**

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

There is an ongoing issue with Environment Canada for the New Liskeard lagoon but it is currently being addressed.

**Appendix G - Change Order Form**



**Change Order Form**

**Change Being Requested**

<b>Name of Change:</b>			
<b>Ontario Clean Water Agency (OCWA)</b>	<b>Per:</b> _____	<b>Date (YYYY/MM/DD):</b>	
	<b>Name:</b> <b>Title:</b>		
<b>Client</b>	<b>Per:</b> _____	<b>Date (YYYY/MM/DD):</b>	
	<b>Name:</b> <b>Title:</b>		

**Adjustment**

Check Appropriate Type of Change

<b>Apply (Y/N)</b>	<b>Type of Change:</b>
	Adjustment to Annual Price
	Change to Service
	Impact

**Adjustment to Annual Price**

**Description** – Attach Additional Documentation if Required

**Change in Services**

**Description** – Attach Additional Documentation if Required

**Cost Breakdown for Change in Services**

<b>Item</b>	<b>Quantity</b>	<b>One-time Cost</b>	<b>Annual Cost</b>
	<b>Total Cost:</b>		

**Appendix H - Expenditure Request and Approval to Proceed**



**EXPENDITURE REQUEST**



Type of Expenditure: \_\_\_\_\_ City Assigned Request No.: 2010 - \_\_\_\_\_

- Unexpected Expense:** means unanticipated expenditure that OCWA reasonably incurs in order to address change in Environmental Law, adverse incident, any work required by regulatory order (MOE, MCL) or identified through an inspection (ESA, MOE, MOL). See Sec. 4.7 of By-law 2006-072.
- Building Maintenance:** refers to the repair, replacement, or purchase of equipment and/or material related to the general maintenance of a building operated or maintained by OCWA which is unrelated to the treatment of water or wastewater. For example; fluorescent lights.
- Breakdown Maintenance:** refers to the repair, replacement, or renewal of equipment or other capital items in situations where they have failed or where it is determined that their failure is imminent. See Sec. 4.7 (e) & (d) of By-law 2006-072.

Note 1: OCWA is responsible to obtain approval for all items to be incurred under Breakdown Maintenance as described in By-law 2006-072. The cost of these items is to be covered in the annual breakdown allowance. OCWA is responsible to ensure that the allowance is not exceeded and notify the City when the allowance has less than \$5,000 remaining.

OCWA Facility No. & Name:

**Description of Proposed Work:**

**Expenditure Part A – Labour and Equipment**

Position/Equip.	Description of Work	Qty	Rate	Total
<b>Total Part A:</b>				

**Expenditure Part B – External Services and/or Equipment/Material**

Agency/Equip./Mater	Description of Service	Qty	Rate	Total
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<b>Sub-Total Part B:</b>				
<b>Mark-up:</b>				
<b>Total Part B:</b>				
<b>Total Part A:</b>				
<b>Total:</b>				

Check box to validate that estimate/quote has been attached.

**Additional Comments:**

Expenditure Requested by: \_\_\_\_\_

Request Approved by: \_\_\_\_\_

OCWA Representative \_\_\_\_\_

Date \_\_\_\_\_

City Representative \_\_\_\_\_

Date \_\_\_\_\_

**Conditions and/or Comments of Approval**

**Subject:** Flooring upgrades –  
Haileybury Medical Centre

**Report No.:** PW-044-2016  
**Agenda Date:** September 6, 2016

### **Attachments**

**Appendix 01:** Opening Results

**Appendix 02:** Belanger Quote

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-044-2016; and
2. That Council directs staff to prepare the necessary by-law and agreement with G. Belanger Construction for flooring upgrades at the Haileybury Medical Centre at an upset limit of \$22,990 plus applicable taxes for consideration at the September 6, 2016 Regular Council meeting.

### **Background**

During the 2016 Budget deliberations consideration was given towards the replacement of the flooring on the upper level of the Haileybury Medical Centre. Due to the age and condition of the existing flooring, city staff recommended that the flooring in the hallways as well and the reception and waiting areas be removed and replaced.

Request for Proposal PW-RFP-01-2016, *Flooring Upgrades at Haileybury Medical Centre*, was circulated to known contractors as well as posted on the City's web site.

### **Analysis**

As part of the RFP, bidders were required to supply samples of the product that was proposed in their pricing and where also able to price multiple flooring options. Six (6) submission were received with multiple options, in response to the Request for Proposal prior to the closing date of August 23<sup>rd</sup>, 2016 at 2:00 p.m.

These proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service contractor.

**Appendix 01 – Opening Results** summarizes the results of the response received as follows:

<b>Vendor</b>	<b>Price - Quoted</b>	<b>Non – Refundable HST</b>	<b>Total Cost</b>
Laferriere Construction (option 1)	\$ 15,492.00	\$ 2,013.96	\$ 17,505.96
Laferriere Construction (option 2)	\$ 23,632.08	\$ 3,072.17	\$ 26,704.25

G. Belanger Construction <sup>Note 1 &amp; 2</sup>	\$ 20,250.00	\$ 2,632.50	\$ 22,882.50
Carpet One	\$10,192.96	\$ 1,325.08	\$ 11,518.04
Rivard Bros (option 1)	\$17,785.24	\$ 2,312.15	\$ 20,097.89
Rivard Bros (option 2) <sup>Note 2</sup>	\$20,679.42	\$ 2,688.32	\$ 23,367.74
Rivard Bros (option 3)	\$20,352.78	\$ 2,645.86	\$ 22,998.64
Rivard Bros (option 4)	\$11,722.44	\$ 1,523.92	\$ 13,246.36
StonCor Group	\$29,970.00	\$ 3,896.10	\$ 33,866.10
House of Broadloom	\$16,495.00	\$ 2,144.35	\$ 18,639.35

**Note 1 - G. Belanger proposes additional work at a cost of \$2,990 plus applicable taxes. See Financial / Staffing Implications for further detail.**

**Note 2 - Contractors proposed identical flooring products**

During the review and evaluation of the submissions it was determined that two of the contractors had provided proposals utilizing the same flooring and that this product would be adequate for the proposed use. The warranty included with the installation covers a period of twenty (20) years compared to many of the others which ranged from 10 to 15 years. The proposed product is considered be excellent commercial grade flooring for high traffic areas with one of the better warranties on the market.

Likewise both contractors provided a cost reduction in the event that the City waived the tipping fees for the existing flooring at the Landfill Site. This is common practise for waste generated at municipal facilities during construction projects.

Following the evaluation process it was determined that there were sufficient funds remaining in the 2016 budget to replace the flooring in the three remaining offices. The contractor was requested to provide a quotation for the required work.

### **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

G. Belanger Construction submitted an initial quotation of \$20,250.00 plus applicable taxes and offered a reduction of \$250.00 in lieu of tipping fees. Additionally, they provided a quotation of \$2,990.00 for the additional work of removing and replacing the flooring in three (3) office space areas, thereby completing the floor replacement on the upper level of the building.

At a total cost of \$22,909.00 plus non-refundable HST, this work will be within the approved \$30,000 budget.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

---

Mitch Lafreniere  
Manager of Physical  
Assets

---

G. Douglas Walsh, CET  
Director of Public Works

---

Christopher W. Oslund  
City Manager



Document Title: **PW-RFP-013-2016**

Opening Date: **August 23, 2016**

Inquiry Contact: **Steve Burnett** *M. Lafreniere*

Opening Time: **2:00 pm**

Description: **Flooring Upgrades at Hilby Medical Centre**

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: *LAFERRIERE CONST. OPT 1*

Total Project Price:	\$15,492. <sup>00</sup>
HST:	\$ 2,013. <sup>96</sup>
Total:	\$17,505. <sup>96</sup>

Notes:

Bidder: *LAFERRIERE OPT 2*

Total Project Price:	\$23,632. <sup>08</sup>
HST:	\$ 3,072. <sup>17</sup>
Total:	\$26,704. <sup>25</sup>

Notes:

Bidder: *G. BELANGER*

Total Project Price:	\$20,250. <sup>00</sup>
HST:	\$ 2,632. <sup>50</sup>
Total:	\$22,882. <sup>50</sup>

Notes:

Bidder: *CARPET ONE*

Total Project Price:	\$10,192. <sup>96</sup>
HST:	\$ 1,325. <sup>08</sup>
Total:	\$ 11,518. <sup>04</sup>

Notes:

Bidder: *RIVARD BROS. OPT 1*

Total Project Price:	\$17,785. <sup>24</sup>
HST:	\$2,312. <sup>15</sup>
Total:	\$20,097. <sup>89</sup>

Notes:

Bidder: *RIVARD BROS OPT 2*

Total Project Price:	\$20,679. <sup>42</sup>
HST:	\$ 2,688. <sup>32</sup>
Total:	\$23,367. <sup>24</sup>

Notes:

Bidder: *RIVARD BROS OPT 3*

Total Project Price:	\$20,352. <sup>08</sup>
HST:	\$2,645. <sup>06</sup>
Total:	\$22,998. <sup>64</sup>

Notes:

Bidder: *RIVARD BROS OPT 4*

Total Project Price:	\$11,722. <sup>44</sup>
HST:	\$ 1,523. <sup>92</sup>
Total:	\$13,246. <sup>36</sup>

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**  
*DAVE TREEN*  
*Mitch Lafreniere*

**Representing**  
*CITY*  
*"*

**Signature**  


Document Title: **PW-RFP-013-2016**

Opening Date: **August 23, 2016**

Inquiry Contact: ~~Steve Burnett~~ *M. Lafreniere*

Opening Time: **2:00 pm**

Description: **Flooring Upgrades at Hlby Medical Centre**

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: *STONCOR GROUP*

Total Project Price:	<i>\$29,970.00</i>
HST:	<i>\$3,896.10</i>
Total:	<i>\$33,866.10</i>

Notes:

Bidder: *HOUSE OF BROADLOOM*

Total Project Price:	<i>\$16,495.00</i>
HST:	<i>\$2,144.35</i>
Total:	<i>\$18,639.35</i>

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder:

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:

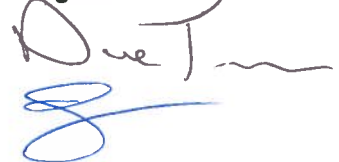
**Print Name**

*DAVE TREBN  
Mitch Lafreniere*

**Representing**

*CITY  
"*

**Signature**





**City of Temiskaming Shores**  
**PW-RFP-013-2016**  
Flooring Upgrades at Haileybury Medical Centre

PW-RFP-013-2016

Consultant's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, 1644149 Ontario LTD a/o G. Belanger Const.  
(Registered Company Name/Individuals Name)

Of, 349 nivew street Haileybury, P05 1K0  
(Registered Address and Postal Code)

Business:

Phone Number (705) - 672-3416

Fax Number (705) - 672-2828

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
Lump Sum price (less HST)	\$ <u>20 250</u> <sup>00</sup>
Including HST	\$ <u>22 882</u> <sup>50</sup>



**City of Temiskaming Shores**  
**PW-RFP-013-2016**  
Flooring Upgrades at Haileybury Medical Centre

**NON COLLUSION AFFIDAVIT**

I/We G. Belanger Construction the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed

  
\_\_\_\_\_

Company Name

G. Belanger Construction  
\_\_\_\_\_

Title

President.  
\_\_\_\_\_



City of Temiskaming Shores  
PW-RFP-013-2016

Flooring Upgrades at Haileybury Medical Centre

**City of Temiskaming Shores**  
**PW-RFP-013-2016**  
Flooring Upgrades at Haileybury Medical Centre

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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---

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In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Haileybury this 18 day of August, 2016.

FIRM NAME:

G. Belanger Construction

BIDDER'S AUTHORIZED OFFICIAL:

Steve Belanger

TITLE:

President

SIGNATURE:





Phone: 705-672-3416

Fax: 705-672-2828

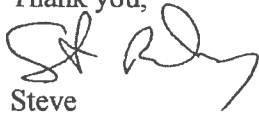
1644149 ONTARIO LTD.  
349 Niven St. South, Haileybury, ON. P0J 1K0  
[gbelanger@ntl.sympatico.ca](mailto:gbelanger@ntl.sympatico.ca)

Date: August 24, 2016

Mitch

Included in the price of my tender for Flooring at the Medical Centre in Haileybury, I had allowed 250 dollars plus HST for dumping feed.  
You can remove for cost savings.

Thank you,



Steve

**Subject:** Age Friendly Community Plan  
Financial Plan

**Report No.:** RS-020-2016  
**Agenda Date:** September 6, 2016

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**Attachments**

**Appendix 01:** 2017-2019 AFC Financial Implications

**Appendix 02:** 2020-2022 AFC Financial Implications

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-0020-2016; and
2. That Council directs staff to prepare the necessary by-law to adopt the Age Friendly Community Plan for consideration at the September 20, 2016 Regular Council meeting; and
3. That Council agrees to consider the draft financial and implementation plan as part of the 2017 budget process.

**Background**

The City of Temiskaming Shores received funding through the Ministry of Citizenship, Immigration and International Trade in the amount of \$25,000 from the Age Friendly Community Grant and \$40,000 from the Ministry of Transportation for the Community Transportation Pilot Grant Program to develop an Age Friendly Community Plan and to coordinate and enhance transportation services.

Amber Sayer was hired in July of 2015 to carry out the plan and with a strong and engaged Steering Committee presented to Council a final draft of the plan to be adopted by Council (July 18, 2016). The plan was extensive involving consultation with approximately 2,000 older adults including senior cafes, presentations at meetings, community survey and final BBQ for older adults to provide input.

Following the presentation to Council, the Age Friendly Community Plan was discussed at the Corporate Services Committee meeting of July 26, 2016 and a Memo was presented to Council at the August 2, 2016 resulting in Resolution No. 2016-411 which reads as follows:

*Be it resolved that the Council for the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 018-2016-CS; and*

*That Council hereby defers the adoption of the Age Friendly Community Plan pending an analysis by staff in regard to the financial and staffing implications.*

## **Analysis**

The purpose of the Age Friendly Community Plan was to determine what aspects of an AFC are currently in place in Temiskaming Shores and those that need improvements to increase the quality of life of older adults. Gaps in services were identified, examined and possible solutions developed with the goal to determine the best, most fiscally responsible method to make Temiskaming Shores as age friendly as possible by bringing the community together and working collectively.

Based on the findings of the public consultation process, recommendations were created with input from service providers and older adults. Each World Health Organization area was outlined with opportunities to move towards a more Age Friendly Community with action items and desired outcomes.

The Action Items are categorized as short term (1 to 3 years i.e. low hanging fruit), medium (3 to 5 years) and long term (up to 10 years).

The short term recommendations were analyzed and a budget figure applied to each. Attached as Appendix No. 01 to the report is the 2017-2019 forecasted budget. Note that the tasks hi-lighted in green are those that would require dedicated staff resources. New staff wages are included in the budget forecast and the position would not only be dedicated to Age Friendly as it pertains to the older adult but to the entire population – if you design for the old, you include the young – design for the young and you exclude the old. The Healthy Kids Community Challenge first theme ‘Run, Jump, Play, Everyday’ resulted in the enhancement of current programs and activities for the young and spurred on the development of new programs and activities that are planned to be sustainable. The staff position for the implementation of the AFC Plan would also include the coordination of programs and activities geared to the entire population.

The medium term action items are a natural progression of action items achieved in the short term as well as tasks that are geared to creating partnerships and engaging local businesses and organizations to think age friendly and thereby developing an age friendly culture. Attached as Appendix No. 02 to the report is a summary of the medium term action items and budgeted forecast.

In summary, to continue the work towards an Age Friendly Community, the base cost for an employee and program funds to meet the goals of the plan is approximately \$75,000 per year which could be offset somewhat with contributions from service providers of the older adult population.

One of the action items that has been identified as a high priority was to proceed towards increasing the amount of time permitted at the traffic lights in downtown New Liskeard. The first step in this process would be a Traffic Study in the amount of approximately \$30,000. This is noted in the budget but is not included as part of the annual operating costs of the project.



The Consultation process also brought to the forefront the need for an overall Recreation Master Plan that would include Age Friendly components. This project is not included in the AFC financial forecast but will be included in the capital budget program for consideration.

Council supported the application for funding to the Seniors Community Grant for an Age Friendly Fair and Age Friendly Community Guide which was approved and will take place on October 19<sup>th</sup>, 2016.

Staff has also submitted a funding application to the new Horizons for Seniors Program to offer weekly Senior Café's in the communities of Haileybury and New Liskeard which would provide an opportunity for social interaction with an educational component.

Staff will continue to research funding opportunities to assist in moving the Age Friendly Community Program forward.

### **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 information included in the report is a budget forecast for the first step in the implementation of the Age Friendly Community Plan and is presented for information purposes.

Staffing implications related to this matter are limited to normal administrative functions and duties and include the supervision of the implementation stage by the Director of Recreation.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Tammie Caldwell  
Director of Recreation Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 FINANCIAL SUMMARY**

<u>Communication &amp; General</u>	Year 1	Year 2	Year 3
Revenue	8,000		
Expenditures	58,000	50,750	51,512
<u>Outdoor Spaces and Public Buildings</u>			
Expenditures	12,850	11,100	7,600
<u>Housing</u>			
Expenditures	-	-	-
<u>Social Participation</u>			
Expenditures	2,000	2,000	2,000
<u>Community Support and Health Services</u>			
Expenditures	-	-	-
<u>Respect &amp; Inclusion</u>			
Expenditures	1,500	1,500	1,500
<u>Transportation</u>			
Revenue	5,865		
Expenditures	10,365	7,500	4,500
<u>Volunteering, Employment, Civic Participation</u>			
Expenditures	1,600	1,600	1,600
<b>TOTAL REVENUE</b>	<b>13,865</b>	<b>0</b>	<b>0</b>
TOTAL EXPENDITURES	86,315	74,450	68,712
<b>TOTAL COST</b>	<b>72,450</b>	<b>74,450</b>	<b>68,712</b>

**NOTE:** 2 projects identified in the Plan - A Traffic Study and Recreation Master Plan are capital budget items outside of the AFC Program

## AGE FRIENDLY COMMUNITY PLAN 2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded

Highlighted Green depicts Coordinator's Responsibilities with Steering Committee

<b>Communication &amp; General</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Develop Community Guide (Ont. Sr's Secretariat Funding) Ensure all information is online and in print format	3,000	-	3,200
Work towards having all information in French and English (Ont Sr's Secretariat Funding)	1,600		1,000
Include housing options that indicate who manages them and how to access each option			
Include services to assist older adults to stay in-home including support services, tax credits, etc....			
Include coordinated guide for health services			
Develop a system for compiling leisure opportunities and a system to share the information (i.e. calendar)			
Host Age Friendly Fair and Distribute Guide	3,400		

<b>Communication &amp; General Cont'd</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Implement a Sr/Youth Program Coordinator Partnership with THU (Group 5 Step 1 \$21.96/hour x 25% benefits)	50,000	50,750	51,512
Evaluate and report to the public annually of the accomplishments of the AFC Plan	-	-	-

### COMMUNICATION & GENERAL SUMMARY

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TOTAL EXPENSES	58,000	50,750	55,512
REVENUE	8,000	-	-
TOTAL COST	50,000	50,750	55,512

AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded

Highlighted Green depicts Coordinator's Responsibilities with Steering Committee

Outdoor Spaces and Public Buildings	Year 1	Year 2	Year 3
Determine the number of benches and seating areas along pathways, walking routes and shopping areas, including bus stops (3 per year - one in Dymond, Hlby, NL)	3,600	3,600	3,600
Develop strategies to ensure prompt snow removal of snowbanks from downtown parking areas and transit stops (Snow Angels, BIA)	-	-	-
Educate pedestrians, cyclists, & drivers on safely sharing the road. (Partner with THU)	1,000	1,000	1,000
Create partnerships with local businesses to increase access to washroom facilities in public areas (Provision of paper products)	3,000	3,000	3,000
Clearly communicate hours when public washrooms are open seasonally and daily (7 signs at \$250 each)	1,750	-	-

Outdoor Spaces and Public Buildings Cont'd	Year 1	Year 2	Year 3
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Create partnerships to start a ramp project to assist businesses (cost of materials, school to build)	3,500	3,500	
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**OUTDOOR SPACES AND PUBLIC BUILDINGS SUMMARY**

	Year 1	Year 2	Year 3
TOTAL EXPENSES	12,850	11,100	7,600
REVENUE	-	-	-
TOTAL COST	12,850	11,100	7,600

**NOTE:**

Increase amount of time to cross at traffic lights and flag system at high frequency crossings (Traffic Study)	30,000
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**NOTE:**

Develop a Recreation Master Plan including active transportation (Recreation Master Plan)	80,000
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AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded

Highlighted Green depicts Coordinator's Responsibilities with Steering Committee

<b>Housing</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Ensure contractors have access to findings of the study (Planning Dept.)	0	0	0

<b>HOUSING SUMMARY</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TOTAL EXPENSES	0	0	0
REVENUE	0	0	0
TOTAL COST	0	0	0

AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded

Highlighted Green depicts Coordinator's Responsibilities with Steering Committee

<b>Social Participation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Promote service providers to offer Try-It Days and Open Houses	0	0	0
Expand existing opportunities to include programs not currently offered (i.e. indoor walking)	2,000	2,000	2,000
Promote accessible feature of programs and modifications for those with physical and mental challenges	0	0	0

<b>SOCIAL PARTICIPATION SUMMARY</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TOTAL EXPENSES	2,000	2,000	2,000
REVENUE	-	-	-
TOTAL COST	2,000	2,000	2,000

AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded  
Highlighted Green depicts Coordinator's Responsibility with Steering Committee

<b>Community Support and Health Services</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Create partnerships to deliver Snow and Yard Angels	0	0	0
Create partnerships with Stay on Your Feet	0	0	0
Educate older adults re: self-referrals	0	0	0

<b>COMMUNITY SUPPORT AND HEALTH SERVICES SUMMARY</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TOTAL EXPENSES	0	0	0
REVENUE	0	0	0
TOTAL COST	0	0	0

AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded  
Highlighted Green depicts Coordinator's Responsibilities with Steering Committee

<b>Respect and Social Inclusion</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Create intergenerational partnerships and programs	1,500	1,500	1,500
Showcase older adults and acknowledge them for their accomplishments	-	-	-

<b>RESPECT AND SOCIAL INCLUSION SUMMARY</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TOTAL EXPENSES	1,500	1,500	1,500
REVENUE	-	-	-
TOTAL COST	1,500	1,500	1,500

AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded  
Highlighted Green depicts Coordinator's Responsibilities with Steering Committee

<b>Transportation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Develop Brochure of local transportation providers (Funded through MTO Com. Transportation Pilot Program)	5,865		
Distribute and promote shared marketing materials and 1-800 #			
Encourage transit providers to meet twice a year to share information and continue shared promotion	0	0	0
Create and deliver a public education campaign			
Bring transit vehicles to older adult festivals and places they live	0	0	0
Expand partnerships with existing agencies that offer Travel Training			
Develop a Travel Training Program		3000	

<b>Transportation Cont'd</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Encourage special days where older adults can ride for free (Bus for a day once a month)	4,500	4,500	4,500
Expand membership on the transit committee to include an older adult	0	0	0
Encourage providers to coordinate services to make connections easier for older adults when travelling out of town	0	0	0
Encourage special events to consider transportation in early stages of planning	0	0	0

<b>TRANSPORTATION SUMMARY</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TOTAL EXPENSES	10,365	7,500	4,500
REVENUE	5,865	-	-
TOTAL COST	4,500	7,500	4,500

AGE FRIENDLY COMMUNITY PLAN  
2017 - 2019 ACTION ITEMS

Highlighted Yellow depicts currently funded

Highlighted Green depicts Coordinator's Responsibilities with Steering Committee

<b>Volunteering, Employment, Civic Participation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Create Senior of the Month Award CJTT	600	600	600
Encourage older adult participation in matters that affect them	-	-	-
Strive to consult older adults annually on AFC Initiative	1,000	1,000	1,000

<b>VOLUNTEERING, EMPLOYMENT, CIVIC PARTICIPATION SUMMARY</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TOTAL EXPENSES	1,600	1,600	1,600
REVENUE	-	-	-
TOTAL COST	1,600	1,600	1,600

<b>TOTAL</b>	<b>72,450</b>	<b>74,450</b>	<b>72,712</b>
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AGE FRIENDLY COMMUNITY PLAN  
2018 - 2022 MEDIUM ACTION ITEMS

The medium term action items identified are a natural progression of the action items of the first years and concentrates more on tasks that are geared to creating partnerships, engaging local businesses and service providers to think age friendly and to develop an age friendly culture in Temiskaming Shores.

The cost for a staff person to ensure the age friendly initiative becomes ingrained in the operations of the community is based on a 1.5% increase per year.

Approximately \$25,000 is allocated annually to implement the strategies created.

Total cost per year approximately \$75,000

**MEDIUM TERM ACTION ITEMS**

**Communication & General**

AFC Staff Wages and Benefits (Increase of 1.5% per year)

Join the World Health Organizations Age Friendly Network  
(No direct costs)

**Outdoor Spaces and Public Buildings**

Investigate the feasibility of increasing year round maintenance of roads and sidewalks/pathways

Create a Community Map that outlines key features including washroom, trails/pathways, etc....

Adapt existing Age Friendly Businesses with input from local businesses as a resource

Create a Chamber of Commerce Age Friendly Businesses Award

Improve parking for older adults across the community by increasing the number of accessible parking spots, senior only parking and/or paving existing parking lots

## **Housing**

Work with municipal planning department to ensure zoning by-laws affecting housing match the needs of older adults

## **Social Participation**

Work with older adults to remove barriers to participation

## **Community Support and Health Services**

Encourage partnerships to create a Hospice Room in Temiskaming Shores

Make accessing transportation for medical appointments easier and reasonably priced

Advocate Government to increase funding for community support

Encourage physicians to use telemedicine whenever possible.

Encourage expansion of services and eligibility for in-home services such as house cleaning, small home repairs, personal care etc.

Advocate for increased provincial and federal funding to provide necessary assistance for older adults.

Work with existing organizations to break down barriers to accessing services and encourage older adults to ask for help.

Encourage more open communication among agencies that provide services to older adults

Use a "peers talking to peers" approach to change the culture of asking for help.

Encourage the creation of a pedestrian friendly community

Coordinate prevention and education opportunities through community partners about preventing declining health.

## **Respect and Social Inclusion**

Encourage service providers and business staff to educate themselves on best practices for serving older adults

## Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** September 6, 2016  
**Subject:** Ontario150 Community Capital Program

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Mayor and Council:

The Ontario Trillium Foundation (OTF) is the delivery partner for the Ontario150 Community Capital Program which will aim to strengthen communities by supporting the repair, renovation or retrofitting of existing community infrastructure. Funding is provided for projects that align to the OTF Investment Strategy and

- Extend the life and maximize the use of existing community facilities
- Increase access to community facilities and programs,
- Improve health and safety, environmental and accessibility standards and
- Improving the capacity of community organization to support the economic social and physical well-being of Ontarians.

Projects must occur between January 1, 2017 and March 31, 2018. The Program will support up to 50% of total project costs and deadline for the application is September 14<sup>th</sup>, 2016

Staff is recommending that a funding application be submitted for the resurfacing of the walking trail at the Dymond Firefighter's Park to asphalt which is estimated at a cost of \$47,100 plus applicable taxes and the addition of rubberized surfacing to the playground units if the amount of \$8,700 plus applicable taxes – total project cost \$55,800.

Much improvement has been made to the park over the past few years including the addition of new playground equipment, as asphalt pad and basketball nets, and the installation of soccer nets. The park is very well used by the community and the residents keep an eye on the park to ensure safe play, help clean up and reduce vandalism.

The cost to the municipality for the project would be \$27,900 plus applicable taxes.

It is recommended that Council approves the submission of a funding application to the Ontario Trillium Foundation - Ontario150 Community Capital Program with a total project cost of \$55,800 plus applicable taxes with the municipal contribution of \$27,900 from the 2017 Capital Budget Program.

Prepared by:

“Original signed by”

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Tammie Caldwell  
Director of Leisure Services

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

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Christopher W. Oslund  
City Manager

## **Memo**

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** September 6, 2016  
**Subject:** New Horizons Funding Program  
**Attachments:** Funding Application

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Mayor and Council:

The Ministry of Employment and Social Development Canada is host to the New Horizons for Seniors Program for community-Based Projects that help to ensure that seniors can benefit from, and contribute to, the quality of life in their communities through active living and participation in social activities.

The program objects include:

- Promoting volunteerism among seniors and other generations'
- Engaging seniors in the community through mentoring of others
- Expanding awareness of elder abuse, including financial abuse;
- Supporting social participation and inclusion of seniors
- Providing a capital assistance for new and existing community projects and /or programs for seniors

The deadline for the submission of the application was July 29<sup>th</sup>, 2016 and through consultation with the Age Friendly Committee and the City Manager an application was submitted for a project that would reduce social isolation and educate older adults by getting them out in the community, being social, increasing their knowledge of programs and services in the community and spurring new ideas on activities and programs they would like to have offered.

The City has just completed the Age Friendly Community Plan and determined that older adults were looking for more recreational opportunities and that they would appreciate a place to meet. This project is funded will have an older adult assist in facilitating a coffee hour once per week in Haileybury and once per week in New Liskeard. Existing City buildings would be utilized and to decrease barriers to participation, the city will work with participants to teach seniors to use the transit system as part of the project and will invite community groups and guest speakers to share their knowledge. The sessions will showcase recreational activities available in the community and participants will be able to try the activity without committing to it. Other sessions may include information on issues pertaining to the older adult specifically i.e. power of attorney, fraud, phone/internet scams, as well as information on older adult services in the community.

The funding application was for a total of \$12,600 with \$10,000 in the form of a grant and the municipality contributing \$1,200 cash and \$1,400 in kind to the project. It is anticipated that the Ministry will contact successful applicants in early 2017 and prior to March 31, 2017. The municipal contribution will be included in the 2017 operating budget.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

Tammie Caldwell  
Director of Leisure Services

---

Christopher W. Oslund  
City Manager



For Official Use Only:

CSGC # \_\_\_\_\_ RC No. \_\_\_\_\_

**\*Program:** New Horizons for Seniors Program

(name of program to which you are applying for funding)

## Standard Grant Application for Funding (SGAF)

The funding program under which your organization is applying has specific eligibility requirements. The Standard Grant Application for Funding should clearly show how the proposed project meets these requirements. Also, if applying in the context of a Call for Proposal or another time-sensitive process Employment and Social Development Canada (ESDC) must receive the Standard Grant Application for Funding by the closing date. Documentation received after a posted closing date will not be accepted.

Before completing this Standard Grant Application for funding, please read both of the following thoroughly:

- The Applicant Guide, which contains information on how to complete and submit this form; and
- The funding program's website.

Unless otherwise indicated in the Applicant Guide, all parts of the application must be completed.

This document contains the following sections:

### **Section A - Notice to Applicants**

### **Section B - Application**

- Part 1 - Organization
- Part 2 - Project
- Part 3 - Funding
- Part 4 - Additional Information (Optional)
- Part 5 - Signatures

### **Section C - Articles of Agreement**

- Schedule A - Project Description and Signatures

Thank you for your interest in our program.

## **SECTION A - Notice to Applicants**

*Please note that this document is a combined Application for Funding and Articles of Agreement. The Application is subject to an assessment by Employment and Social Development Canada (ESDC) officials. The applicant will be notified of the results of the review. Further, activities started prior to approval of the Application will be deemed ineligible for funding.*

*When submitting the Standard Grant Application for Funding, applicants must have the capacity and be authorized to sign and submit this Grant Application Package on behalf of the Applicant Organization.*

*The information collected in this Standard Grant Application for Funding will be used, and may be disclosed, for the purposes of assessing the merits of your application. As part of the assessment process, the information may be shared with external consultants, review committee members, officials in other departments, federal, provincial and/or territorial governments or Members of Parliament.*

*It may also be used and/or disclosed for policy analysis, research, and/or evaluation purposes. In order to conduct these activities, various sources of information under the custody and control of ESDC may be linked. However, these additional uses and/or disclosures of information will not impact on your proposed project.*

*In the event that the application contains personal information, the personal information will be administered in accordance with the Privacy Act and the provisions governing the protection of personal information that are set out in the Department of Employment and Social Development Act.*

*The application is also subject to the Access to Information Act ("ATIA"). The ATIA provides every person with a right of access to information under the control of the department, subject to a limited set of exemptions. Instructions for obtaining access to this information are outlined in the government publication entitled Info Source, which is available at the following website address: <http://www.infosource.gc.ca>. Info Source may also be accessed on-line at any Service Canada Centre.*



## SECTION B - Part 1 - Organization

A. ORGANIZATION IDENTIFICATION			
*1. Legal Name The Corporation of the City of Temiskaming Shores		*2. Operating (Common) Name (if different from legal name)	
*3. CRA Business Number RR866343502		4. Other Registration Number (specify from where)	
*5. Organization Type Public Sector		*6. Organization Category Municipal Government and agencies	*7. Year Established 2004
*8. Organization Address 325 Farr Drive (PO Box. 2050)			
*9. City or Town Haileybury	*10. Province or Territory Ontario	11. Country (if not Canada)	*12. Postal Code P0J1K0
*13. Telephone Number Ext. 705-672-3363 ext. 4123	14. Fax Number 705-672-3200	*15. E-mail Address tcaldwell@temiskamingshores.ca	
16. Mailing Address (if different from Organization Address)			
17. City or Town	18. Province or Territory	19. Country (if not Canada)	20. Postal Code
21. Telephone Number Ext.	22. Fax Number		
*23. Organization's Mandate The Municipality's mission statement is 'to ensure that the City of Temiskaming Shores is a dynamic leader in providing incredible opportunities for all' website:www.temiskamingshores.ca  The community has just completed a yearlong undertaking to create an Age Friendly Community Plan. The Plan outlines a number of recommendation for making Temiskaming Shores more Age Friendly. A Steering Committee has been set up to assist with the implementation of the plan and this project would assist in that implementation.  The Age friendly Steering Committee vision is: "To promote a diverse, inclusive, accessible, safe and respectful community, that enables independence, health and wellness and full participation at all stages of ageing while celebrating the diversity of our community". It is the work of this group that improves the quality of life of older adults in Temiskaming Shores.			

B. ORGANIZATION CONTACT <i>This should be our primary contact person in respect to this application for funding.</i>			
*24. Given Name Caldwell		*Surname Tammie	
*25. Position Title Director of Recreation		*26. Preferred language of communication Written: <input checked="" type="checkbox"/> English <input type="checkbox"/> French   Spoken: <input checked="" type="checkbox"/> English <input type="checkbox"/> French	
*27. ORGANIZATION CONTACT - ADDRESS <input checked="" type="checkbox"/> Same as Organization Address <input type="checkbox"/> Same as Organization Mailing Address <input type="checkbox"/> Different (include below)			
28. Contact Address			
29. City or Town	30. Province or Territory	31. Country (if not Canada)	32. Postal Code
33. Telephone Number Ext.	34. Fax Number	35. E-mail Address tcaldwell@temiskamingshores.ca	

\*Denotes mandatory field

**C. ORGANIZATIONAL CAPACITY**

36. How many employees does your organization currently have? 65

\*37. Does your organization owe any amounts to the Government of Canada?  Yes  No  
If 'Yes', please complete the fields below for each amount owing:

Amount Owing	Nature of the amount owing (e.g. taxes, penalties, overpayments)	Department or agency to which amount is owed	38. If an amount is owing, is a payment plan in place?
A.			<input type="checkbox"/> Yes <input type="checkbox"/> No
B.			<input type="checkbox"/> Yes <input type="checkbox"/> No
C.			<input type="checkbox"/> Yes <input type="checkbox"/> No
D.			<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION B - Part 2 - Project****A. PROJECT IDENTIFICATION**

\*39. Project Title

Age Friendly Sip and Learn

\*40. Planned Project Start Date (yyyy/mm/dd)

2017/02/01

\*41. Planned Project End Date (yyyy/mm/dd)

2018/01/31

**B. PROJECT DESCRIPTION**

\*42. Project Summary (Please provide a short description of the proposed project including main objective)

The main objective of this project is to reduce social isolation and educate older adults by getting them out in the community, being social, increasing their knowledge of programs and services in the community, and spurring new ideas on activities and programs they would like to have offered. The City has just completed the Age Friendly Community Plan and found that older adults were looking for more recreational opportunities. It often came up that there is no where to go and meet for coffee on a drop in basis. Though an Older Adult Centre was recommended, it is not feasible at this time. This project will have an older adult facilitate a coffee hour once per week in Haileybury and once per week in New Liskeard. Existing City buildings would be utilized. This will encourage seniors to get out and be social. Having the group facilitated by an older adults will help make everyone feel welcomed. In order to decrease barriers to participation, the City will work with participants to teach seniors to use the transit systems as part of the project.

The second piece of the program will be to invite community groups and guest speakers to the end of the coffee hour. These sessions will take a variety of forms and happen a few times a month. Some sessions will showcase recreational activities available in the community such as pole walking, Stand Up etc. Participants will be able to try the activity without committing to it. Other sessions will be educational and provide information on fraud or about services such as in-home care.

\*Denotes mandatory field

**\*43. Project Activities (Please provide details on the activities that will be taking place)**

The main NHSP objective that will be met is supporting social participation and inclusion with the activity of social coffee hour hosted by an older adult and offered once a week in two communities. The Age Friendly Plan (AFC) indicated the need for seniors to have a meeting place to socialize and learn more about recreational/activity programs, and community support systems. In the first month of the program, the Committee will secure location, presenter's for the first 2 months of the Sip and Learn Program including a media campaign. Months 3 to 12 will involve planning for the remainder of the sessions which will each be 1 1/2 to 2 hrs in length. In months ten to twelve the information gathered at the program will be evaluative and plans for sustaining the program will be developed. Facilities would be provided inkind, costs would include an honorarium for the volunteer senior, the cost for presenters and coffee/tea and light snacks.

The final step would be the submission of the final report within 30 days after the end of the project. The expected result of the project is that 30 seniors in each community (total of 60) are more socially active in the community and participating in community events and activities regularly which will be measured by surveys completed at the beginning, mid-way and at the end of the project. The overall success will be determined by 30 attendees at each session, with 50% of those indicating that information received has been utilized. The beneficiaries of the project are the seniors in the community primarily which ripples throughout their families, neighbourhoods, and community at large. The direct product of the project is a weekly gathering space for social participation and inclusion that is sustainable after the funding has been utilized. The AFC Steering Committee comprised of fourteen volunteer members 8 of which are seniors with two seniors from the community (all volunteering in the development of the program with a minimum of 7 actively involved).

**\*44. Please describe how the proposed project addresses the program objectives, and please identify the call for proposal priority under which you are applying (if applicable).**

This program will meet several objectives of the New Horizons for Seniors Program. It will support social participation and inclusion, promote volunteering among seniors. Seniors volunteers will be utilized to run most of the program. One senior will be paid a honorarium for organizing the program. All other help will be volunteers. Second, the program will support social participation and inclusion of seniors. The program will get seniors out and socializing with other seniors in a comfortable, friendly atmosphere. It will also expose seniors to other recreational opportunities and hopefully they will get more involved in the community. The program will include information sessions on elder abuse, expanding awareness. The main program objective to be met is to support social participation and inclusion of seniors. The city of Temiskaming Shores is 30% francophone and the project will provide an atmosphere for both official languages and presentations will be conducted in both official languages when possible.

**\*45. If the proposed project involves construction or renovation activities, does your organization own the building?**

Yes  No

If 'Yes', please provide proof of building ownership (i.e. property tax bill, property assessment notice, purchase agreement).

If 'No', please provide a copy of your lease, indicating that you are responsible for capital improvements as well as a letter from the landlord stating that he/she is agreeable to these improvements.

\*Denotes mandatory field

**\*46. Approximately, how many individuals will benefit from the proposed project activities, and how?**

It is estimated that about 30-40 older adults will attend each session (total of 60 - 80 weekly). The group will likely change with the season and as people go on holidays. Between the group in Haileybury and New Liskeard running for approximately 48 week, it is estimated that the program will benefit about 150-200 older adults.

These older adults will benefit in many ways. First and foremost by attending this program seniors will engage socially with other seniors reducing isolation and increasing quality of life. Second, they will learn about and feel more comfortable attending other community programs, increasing social inclusion of seniors in the community. Third, several older adult volunteers will be recruited to assist in the planning and delivery of the program. Volunteering has been found to have many health and social benefits. Finally, by learning about and getting involved in community programs, seniors will increase their overall health and quality of life.

**\*47. Please describe the community support for this project.**

Through the Age Friendly Community Planning process over 1000 older adults were consulted through community events, surveys and interviews. They expressed what they wanted to see in the community and this program will provide the community with one piece of the plan. Also, an Age Friendly Steering Committee was established that includes representatives from the Timiskaming Health Unit, Timiskaming Home Support, Canadian Mental Health Association, Community Living, Seniors Housing, City of Temiskaming Shores, recreation agencies and several older adults. This group supports this proposal as it works towards implementing the Age Friendly Community Plan. Letters of support for this project can be found attached to this proposal. As the applicant, the City of Temiskaming Shores is in full support of partnering with the Age Friendly Community Steering Committee and the older adults in the community to see the project to full fruition and success.

**\*48. Please indicate how the proposed project will increase opportunities for the target group (Seniors for New Horizons for Seniors Program and people with disabilities for Enabling Accessibility Fund) to participate in and contribute to community events and programs.**

This project will increase opportunities for seniors by providing a safe space for Seniors to meet and be social. It will also provide seniors with more information which will make them more comfortable engaging in community events. Also, local seniors will be recruited to help implement the program.

**\*Denotes mandatory field**

\*49. If applicable, please indicate how the target group (Seniors for New Horizons for Seniors Program and people with disabilities for Enabling Accessibility Fund) will be involved in the design and/or realization of the project.

Seniors have been and will continue to be at the forefront of this project. Information gathered through the Age Friendly Community Plan, including public consultation with over 1000 older adults will be used to help determine what types of special guests will be invited. Seniors will work together to run the program from set up to clean up. The volunteers will help with contacting and inviting guests and in recruiting more seniors to join. The whole program is set up to be run by seniors for seniors.

There will be a minimum of seven seniors from the community assisting in the planning and development of the project, as well as approximately ten seniors that will share the responsibility of hosting each session. The number of non-seniors that will participate will be five.

\*50. Will this project allow your organization to offer/introduce new activities and/or programs? If so, please explain how.

A program like this does not currently exist and has not existed in the past. It is completely new and unique to the area and as such addresses senior related issues that the municipality has not addressed. The project through supporting social participation and inclusion will provide new activities and programs for seniors. The project is not a core, existing or ongoing activity. The plan is that once the project comes to completion with the ongoing support of facility space, the seniors who have participated will develop a group that will continue the Sip and Learn sessions in each community, becoming self-sustaining through a senior volunteer board working with community partnerships and fundraising to continue with the project.

\*51. Will the proposed project or any of its activities involve or benefit to people in English or French-language minority communities?  Yes  No

If 'Yes', please provide an explanation and any details on the measures taken to communicate with the targeted audience of your proposed project.

It will be open to and encouraged to both french and english speaking residents.

\*52. Will any of the proposed project activities be delivered in a different location than where the head office of your organization is located?  Yes  No

If 'Yes', please include your main address and an address for every other location where project activities will occur:

Main Address	City or Town	Province or Territory	Postal Code
A. 325 Farr Drive	Haileybury	Ontario	P0J1K0
Secondary Address	City or Town	Province or Territory	Postal Code
B. 77 Wellington Street	New Liskeard	Ontario	P0J1P0
C.			
D.			
E.			

**SECTION B - Part 3 - Funding**

<b>A. ANTICIPATED SOURCES OF FUNDING</b>					
*53. Source Name	*54. Source Type	55. Cash	56. In-kind (\$ value)	*57. Confirmed	
				Cash	In-kind
ESDC	ESDC	10200			
City of Temiskaming Shores	Municipal	1000	1400	x	x
<b>Total Funding for the Project</b>		11200	1400		12600

<b>B. BUDGET</b>			
*58. Cost Category	Planned Expenditures (\$)		
	*59. ESDC	*60. Other - Cash	*61. Other - In kind
Professional Fees	6000		
General Project Cost	4200	1000	1400
<b>Total Planned Expenditures</b>	10200	1000	1400



**C. BUDGET DETAILS**

\*62. **Capital Assets:** Will capital assets be among your planned expenditures with ESDC funding?  Yes  No

If yes, please explain how the purchases are necessary to carry out the project activities:

**\*63. Further Budget Details:**

Professional Fees:

Major Presenter every second month at 2 locations:

$\$250 \times 12 \times 2 = 6000$

General Project Costs:

Senior Honorarium

104 sessions at \$20 each = \$2080

Hospitality:

104 sessions at \$30 each = \$3120

Facility Rentals

In-kind \$1400

\*Denotes mandatory field



## SECTION B - Part 4 - Additional Information (Optional)

### Additional Information

**Instructions:** For each block of text you include below (if any), please specify the section it is meant to continue.

City of Temiskaming Shores Municipal Council  
Mayor Carman Kidd, 705-672-3363  
Councilor Mike McArthur, 705-647-6571  
Councilor Jesse Foley, 705-648-0117  
Councilor Doug Jelly, 705-647-7421  
Councilor Jeff Laferriere, 705-672-2404  
Councilor Danny Whalen, 705-647-4584  
Councilor Patricia Hewitt, 705-647-7401

Authorized Signature:

2 Required

City Manager  
Christopher Oslund

Laura Lee McLeod  
Treasurer

Dave Treen  
Municipal Clerk

Proof of Organization Type - See Order in Council attached

Community Support letter - Attached

This project does not have a project partner.

\*Denotes mandatory field



## SECTION B - Part 5 – Signatures

In order for your Standard Grant Application for Funding to be eligible for funding, it must be completed and signed by an official representative who must have the capacity and be authorized to sign and submit this Grant Application Package. The person(s) signing this form certify(ies) and agree(s) with the following:

- a) I certify that I have the capacity and that I am authorized to sign and submit this Application for Funding on behalf of the "Recipient" organization;
- b) I certify that the information provided in this Application for Funding and any supporting documentation is true, accurate, and complete to the best of my knowledge.

Christopher Oslund	City Manager
_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	July 28, 2016 _____ Date (yyyy-mm-dd)

Laura Lee McLeod	Treasurer
_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	July 28, 2016 _____ Date (yyyy-mm-dd)

Dave Treen	Municipal Clerk
_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	July 28, 2016 _____ Date (yyyy-mm-dd)

**ARTICLES OF AGREEMENT**  
**BETWEEN**  
**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
**(HEREINAFTER REFERRED TO AS “CANADA”), AS REPRESENTED BY**  
**THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT**  
**AND**

---

**INSERT ORGANIZATION NAME**  
**(HEREINAFTER REFERRED TO AS “THE RECIPIENT”)**  
**HEREINAFTER COLLECTIVELY REFERRED TO AS “THE PARTIES”**

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A – Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

**1.0 AGREEMENT**

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures

## **2.0 INTERPRETATION**

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

**"Eligible Expenditures"** means the expenditures listed in the Project budget in *Schedule A – Project Description and Signatures*;

**"Fiscal Year"** means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

**"Grant"** means the grant funds provided by Canada under this Agreement;

**"Project"** means the project described in *Schedule A – Project Description and Signatures*;

**"Project Period"** means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A – Project Description and Signatures*; and

**"Working Day"** means Monday through Friday except statutory holidays.

## **3.0 EFFECTIVE DATE AND DURATION**

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

## **4.0 PURPOSE OF THE GRANT**

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

## **5.0 PAYMENT OF THE GRANT**

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A – Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A – Project Description and Signatures*.

## **6.0 APPROPRIATION**

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

## **7.0 REDUCTION OR TERMINATION OF FUNDING**

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.

## **8.0 RECIPIENT DECLARATIONS**

### **8.1 The Recipient**

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

## **9.0 PROJECT RECORDS**

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

## **10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA**

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

## **11.0 REPORTING**

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

## **12.0 CONTINUOUS ELIGIBILITY**

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

## **13.0 EVALUATION**

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.

## **14.0 TERMINATION OF AGREEMENT**

### ***Termination for Default***

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

## **15.0 REPAYMENT REQUIREMENTS**

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.

15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

#### **16.0 INDEMNIFICATION**

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

#### **17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA**

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

#### **18.0 CONFLICT OF INTEREST**

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

#### **19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING**

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

#### **20.0 ACCESS TO INFORMATION**

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

#### **21.0 PROACTIVE DISCLOSURE**

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



## **22.0 NOTICES**

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

## **23.0 ASSIGNMENT OF THE AGREEMENT**

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

## **24.0 SUCCESSORS AND ASSIGNS**

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

## **25.0 COMPLIANCE WITH LAWS**

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

## **26.0 AMENDMENT**

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

## **27.0 UNINCORPORATED ASSOCIATION**

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

## **28.0 COMMUNICATION WITH THE PUBLIC**

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

## **29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]**

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

**SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)**

Common System for Grants and Contributions (CSGC) File Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Program Name: \_\_\_\_\_

This Application is:  Approved  Not Approved

**Grant Amount:**

Amount Requested: \$ \_\_\_\_\_ Amount Approved: \$ \_\_\_\_\_

**Project description and Budget adjustments:**

Activities:

Budget:

Other Conditions:

**Project Period:**

From: \_\_\_\_\_ To: \_\_\_\_\_

**Payment Method:**

Number of Installment(s): \_\_\_\_\_ Installment Amount \$ \_\_\_\_\_

Installment Date: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

**Canada signing authority on behalf of the Minister of Employment and Social Development**

\_\_\_\_\_  
CANADA

**FOR THE RECIPIENT (to be completed by the recipient)**

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

\_\_\_\_\_  
Signatory Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (yyyy-mm-dd)

\_\_\_\_\_  
Signatory Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (yyyy-mm-dd)

\_\_\_\_\_  
Signatory Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (yyyy-mm-dd)

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**Subject:** ZBA-2016-02(D) – Brownlee & Sons      **Report No.:** CGP-021-2016  
Equipment Corp., 437099 Hawn Dr.      **Agenda Date:** September 6, 2016

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### **Attachments**

- Appendix 01:** City of Temiskaming Shores Planning Report  
**Appendix 02:** Jeff Celentano Consulting Services Planning Report  
**Appendix 03:** Application and Public Notice  
**Appendix 04:** Comments from Ministry of Transportation

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-021-2016;
2. That Council refuses Zoning By-law Amendment Application ZBA-2016-02(D) as submitted by Jeff Celentano Consulting Services on behalf of Ken Brownlee and Sons Equipment Corp. for the following reasons:
  - The City of Temiskaming Shores Official Plan considers the Town Centres designation as the primary area for commercial development, with the Mixed Use Areas also permitting commercial development. The proposed retail store would be more suitable in one of these designations;
  - The City of Temiskaming Shores Official Plan states that within the Employment Area designation, industrial parks are designed primarily for industrial uses, but commercial uses may be permitted provided they are appropriate to a predominantly industrial setting. The proposed retail store is not related to an industrial use and does not require location in an industrial area;
  - The Township of Dymond Zoning By-law does not contemplate retail establishments in the Manufacturing Industrial (M2) Zone but does permit these uses in the Highway/Service Commercial (C1) and Shopping Centre Commercial (C2) Zones. Retail establishments would be permitted as accessory uses in the M2 Zone provided they are included in, form a subordinate part of, and are clearly secondary to the main industrial use and do not change the industrial nature of the property;
  - The proposed retail establishment is a separate business from the main industrial use on the property and no other instances of this arrangement in this industrial park have been approved since the Township of Dymond Zoning By-law was passed in 1985. The original intent of the Township of Dymond Zoning By-law was for the establishment and operation of industrial uses.

## **Background**

The applicant, Brownlee and Sons Equipment Corp. is requesting the City approve a Zoning By-law amendment to permit the establishment and operation of a retail store within the existing building on the property. The proposed retail establishment sells outdoor recreation equipment including hunting and fishing supplies and firearms. The retail store is owned and operated by a separate company from the company operating the main permitted use on the property.

The applicant engaged Jeff Celentano Consulting Services to prepare a professional planning opinion and report in support of the Zoning By-law amendment application. Mr. Celentano's report is attached as Appendix 02.

The public meeting was held on August 2, 2016. No members of the public submitted written comments or made oral submissions at the public meeting.

## **Analysis**

The property is a developed industrial property with an equipment sales and rental establishment as the main permitted use.

The planning reports attached as Appendices 01 and 02 provide differing professional planning opinions regarding the application.

The planning report attached as Appendix 02 was prepared by Jeff Celentano, MCIP RPP, the agent for the applicant. Mr. Celentano provides the opinion that the application is consistent with the Provincial Policy Statement and maintains the intent of the City of Temiskaming Shores Official Plan and the Township of Dymond Zoning By-law 984, and is appropriate for the site and the Dymond Industrial Park.

The planning report prepared by staff is attached as Appendix 01 and provides the opinion that the application is not consistent with the intent of the City of Temiskaming Shores Official Plan or the Township of Dymond Zoning By-law 984 and is not in keeping with the intent of, or the existing development in the Dymond Industrial Park. It is recommended by the undersigned that Council adopt the proposed Zoning By-law Amendment.

Staff recommends that Council refuse the Zoning By-law amendment application to permit a retail establishment in the existing industrial building on the property.

## **Financial / Staffing Implications**

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

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

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

**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"

---

Jennifer Pye  
Planner

---

Kelly Conlin  
Director of Corporate Services (A)

---

Christopher W. Oslund  
City Manager



## **Draft Planning Report**

**Zoning By-law Amendment Application: ZBA-2016-02(D)**

**Owner:** Ken Brownlee and Sons Equipment Corp

**Agent:** Jeff Celentano, MCIP RPP

**Property:** 437099 Hawn Drive

**Roll No.:** 5418-020-001-027.14

**August 30, 2016**

### **Subject Land**

437099 Hawn Drive; Dymond Concession 1 North Part of Lot 6, RP 54R-3296 Parts 15 and 16, Parcel 23578SST; Township of Dymond, City of Temiskaming Shores

### **Background and Purpose of the Application**

Ken Brownlee and Sons Equipment Corp. purchased the subject property in 2016 for the purpose of relocating a portion of the Brownlee Equipment business to Temiskaming Shores.

The applicant is requesting the City approve a Zoning By-law amendment to permit the operation of a retail store in a portion of the existing building. The proposed retail store would sell goods and supplies related to outdoor recreation pursuits, specifically hunting and fishing. The area of the existing building proposed to be converted for the retail store use is approximately 232m<sup>2</sup> (2,500 square feet) and is located on the east side of the building with a separate entrance door from the main permitted use in the building.

The property is designated Employment Areas in the City of Temiskaming Shores Official Plan and is zoned Manufacturing Industrial (M2) in the Township of Dymond Zoning By-law 984.

### **Statutory Public Notice**

The application was submitted on June 24, 2016. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on July 13, 2016 and was sent to public agencies in accordance with the statutory notice requirements of the Planning Act. Notice was also mailed to property owners within 120m of the subject land in accordance with the City's common practice.

The public hearing was held on August 2, 2016. No members of the public made oral submissions at the hearing and no formal written comments have been received as of the date of this report.

### **Site Analysis**

The property is located in the Township of Dymond in the original area of the Dymond Industrial Park. The property is located between Highway 11 and Hawn Drive and is south of the main entrance to the Industrial Park. The property is approximately 97m x 123m (320' x 405') with an area of approximately 1.2ha (3 acres).

### **Servicing**

The property is serviced with municipal water and sanitary sewer services.

### **Access**

The property fronts on and has access to Hawn Drive which is municipally owned and maintained year round. The property also has a lot line along Highway 11 North, although there is no direct highway access. Traffic access to the Dymond Industrial Park is via the Highway 11 North and Rockley Road intersection for the original area of the Park, or the Highway 11 North and Radley Hill Road intersection for the expanded area of the Park.

### **Existing Land Use**

The property is currently being used for an equipment sales and rental establishment, namely Brownlee Equipment. The property contains an existing industrial building, approximately 15m x 37.7m (50.1' x 123.95') with a 9m x 18m (30' x 60') one-storey addition on the west side.

### **Adjacent Land Uses**

North: Industrial



South: Industrial  
East: Highway 11 North and Commercial  
West: Hawn Drive and Industrial

## **Planning Analysis**

### **Provincial Policy Statement (2014)**

The property is located within the Settlement Area of the City in the existing area of the Dymond Industrial Park.

#### *1.0 Building Strong Healthy Communities*

#### *1.3 Employment*

##### *1.3.1 Planning authorities shall promote economic development and competitiveness by:*

- a) providing for an appropriate mix and range of employment and institutional uses to meet long-term needs;*
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;*
- c) encouraging compact, mixed-use development that incorporates compatible employment uses to support liveable and resilient communities; and*
- d) ensuring the necessary infrastructure is provided to support current and projected needs.*

##### *1.3.2 Employment Areas*

- 1.3.2.1 Planning authorities shall plan form, protect and preserve employment areas for current and future uses and ensure that the necessary infrastructure is provided to support current and projected needs.*
- 1.3.2.2 Planning authorities may permit conversion of lands within employment areas to non-employment uses through a comprehensive review, only where it has been demonstrated that the land is not required for employment purposes over the long term and that there is a need for the conversion.*
- 1.3.2.3 Planning authorities shall protect employment areas in proximity to major goods movement facilities and corridors for employment uses that require those locations.*
- 1.3.2.4 Planning authorities may plan beyond 20 years for the long-term protection of employment areas provided lands are not designated beyond the planning horizon identifies in policy 1.1.2.*

The PPS (2014) provides the following definition of Employment Area: “*means those areas designated in an official plan for clusters of businesses and economic activities including, but not limited to, manufacturing, warehousing, offices, and associated retail and ancillary facilities.*” The proposed retail establishment, although not directly related to the main permitted industrial use of the property, could be considered ancillary to the main use.

In my opinion, the Zoning By-law Amendment application is consistent with the 2014 Provincial Policy Statement for the following reasons:

- The employment area policies in the PPS do not preclude the location of retail establishments in designated employment areas;
- The proposed retail establishment would be ancillary or secondary to the main permitted industrial use on the property;

- The property is located within the Settlement Area for the City and is a developed property in an existing industrial park;
- No new construction is being proposed as the retail establishment is proposed to occupy a portion of the existing building on the property.

### **Growth Plan for Northern Ontario**

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms that none of the policies of the Growth Plan directly relate to the application and the proposal does not conflict with any of the Growth Plan policies.

### **Official Plan**

The property is designated Employment Areas in the City of Temiskaming Shores Official Plan.

#### *4. Community Development*

##### *4.6 Employment Areas*

*The scope of permitted uses in an employment area as designated on the Land Use Schedules will depend on the classification of the area. Industrial Parks will be designed primarily for industrial land uses but may include commercial uses appropriate to a predominately industrial setting. Permitted uses in Employment Areas should also include those which support the City's role as a regional hub and which are consistent with the City's economic development strategy. Emphasis will be placed on manufacturing uses, tourism and service commercial/industrial uses and knowledge-based and research uses.*

##### *4.7 Mixed Use Areas*

*4.7.2 Mixed-Use Areas may include a mix of industrial, commercial and institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed-Use Area.*

##### *4.8 Town Centres*

*4.8.2 The intent of the Plan is to strengthen the role of New Liskeard's town centre as key to the economic health of Temiskaming Shores through the following policies:*

- a. New Liskeard's town centre will be sustained as the City's primary commercial area, characterized as an area of mixed-use development dominated by a full range of retail, service commercial uses, financial, professional and personal service uses and upper storey commercial and residential uses. Large format retail stores will be strongly encouraged to locate in the town centre.*

The Official Plan policies indicate that the Town Centre designation is the primary location for retail establishments. Retail establishments are also permitted in the Mixed Use Areas designation and it is interpreted that permitted retail uses in this designation would be compatible with the surrounding land uses. Commercial uses are also listed as permitted uses in the Employment Areas designation, provided they are appropriate in a predominantly industrial setting.

The proposed retail establishment would include the sale of equipment for outdoor recreation pursuits, including hunting supplies and firearms. The applicant has stated that the proposed use is related to the main permitted use of the property, however the compatibility of the proposed use with the uses in the surrounding

neighbourhood should also be considered, and the permitted uses on surrounding properties should also be considered as redevelopment or change of use to a listed permitted use could be done at any time without a planning approval outside of Site Plan Control. These considerations will be discussed in the Zoning By-law evaluation section.

### **Township of Dymond Zoning By-law 984**

The property is currently zoned Manufacturing Industrial (M2) in the Township of Dymond Zoning By-law 984. The purpose of the amendment is to add an exception to the zoning to permit a retail establishment selling outdoor recreation supplies, specifically for hunting and related pursuits.

To evaluate compatibility, the list of permitted uses in the M2 Zone was consulted. The list of permitted uses is as follows:

- An assembly plant;
- A building supply outlet (by-law 1019);
- A bulk sales establishment (by-law 2014-164);
- A commercial garage (by-law 2014-164);
- An equipment sales and rental establishment (by-law 2014-164);
- An equipment storage building;
- A factory outlet;
- An industrial use (by-law 2014-164);
- A maintenance garage;
- A manufacturing plant;
- An open storage area;
- A private fuel pump island
- A repair shop (by-law 1019);
- A transport terminal;
- A warehouse.

A site-specific Zoning By-law Amendment was also approved in 2004 to permit a heavy equipment training institution and related accessory uses on the property at 744087 Brazeau Boulevard to permit 5<sup>th</sup> Wheel Training Institute.

The Zoning By-law permits accessory uses, buildings, and structures in all zones. Accessory uses are generally those that are normally incidental and exclusively devoted to the main permitted use of the property. A retail establishment may be permitted as an accessory use to an industrial use, provided the products being sold were directly related to the industrial use, were manufactured or produced on the premises, or directly serviced an industrial clientele. Examples would include a transport truck mechanic also selling parts or fluids for transport trucks, or a boat manufacturer operating in the park also selling the boats they produce on-site.

The proposed retail establishment, while located within the same building, is a separate business and the retail being proposed is not normally incidental and exclusively devoted to the main permitted use, being the equipment sales and rental establishment. The merchandise to be sold is not being produced on-site and the primary types of products being sold do not service industrial businesses.

The proposed retail establishment will occupy 2,500 square feet, which represents just over 30% of the ground floor area of the existing building. The remainder of the building is used to house the equipment sales and rental establishment, with one of the bays on the front being used by an asphalt contractor. The asphalt contractor use is permitted as an industrial use.

The Zoning By-law does not list retail stores as permitted uses in the M2 zone, and no amendments have previously been approved to permit retail stores in the industrial park. Retail stores are listed as permitted uses in the Highway/Service Commercial (C1) and Shopping Centre Commercial (C2) Zones.

## **Analysis**

Interpretation of the City of Temiskaming Shores Official Plan and the Township of Dymond Zoning By-law, as well as understanding of the functional purpose of the Dymond Industrial Park yields the conclusion that the proposed retail establishment should not be permitted on the subject property. Retail stores such as that being proposed through this application are anticipated in commercially-zoned areas of the Township of Dymond, and, while referenced in the Official Plan, it is interpreted that areas designated Town Centres are the primary areas to be considered for commercial development, with the Mixed Use Areas designation being the secondary areas, and the Employment Areas designation being reserved for retail establishment serving employment uses.

## **Comments Received from the Agency Circulation and Public Notification Process**

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

**Chief Building** – No comments received.

### **Director of Public**

- ✓ *The subject land is serviced with municipal water and sanitary services along the front of the property.*
- ✓ *The subject land is a “rural setting” property and is fronted by Hawn Drive which is a gravel surfaced roadway and is maintained on a year round basis. There are no sidewalks or curb and gutter present in front of the property in question. Drainage is by open ditch into a storm management system constructed for run-off from the entire Industrial Park area.*
- ✓ *Vehicular access to the property in question would be via Rockley Road from Highway 11 North, onto Hawn Drive. An existing entrance from Hawn Drive into the property has been constructed to City standards. Should alterations to the existing driveway, or an additional access be considered, an Entrance Permit will be required.*
- ✓ *The Public Works Department has no objections to this application.*

**Fire Chief** – *From a fire department perspective I do not have any objections to the application.*

**Director of Recreation** – *I have no issues in relation to Recreation Services with this application.*

**Director of Corporate Services** – *Corporate Services has no comment on this application.*

**City Manager** – No comments received.

**Clerk** – No comments received.

**Economic Development and Funding Application Coordinator** – *I am supportive of this application as I believe it still meets the intention of the City’s development plans for Dymond Industrial Park. These requests for retail and commercial development within the park must each be reviewed on their own merit as it will not be effective to allow too many retail operations within the park.*

**Tax Collector / Treasurer** – *I have no concerns regarding this application.*

**Ministry of Transportation** – Comments attached.

**Public Comments:** No comments received as of August 24, 2016.

## **Recommendation**

Based on the information presented in this report, it is recommended that Council refuse the Zoning By-law Amendment application.

Respectfully submitted,

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Jennifer Pye  
Planner

**Planning Justification Report for  
Proposed Rezoning by Brownlee Equipment,  
437099 Hawn Drive, New Liskeard**

**June, 2016**

## **1.0 Introduction**

The purpose of this Report is to establish the planning rationale for the proposed rezoning of Plan 54R-3296, Pts. 15 & 16.

## **2.0 Community Context for Proposal**

The subject lands are located within the Municipality of Temiskaming Shores, more specifically within the Dymond Industrial Park, located immediately west of Highway No. 11 in New Liskeard. This Industrial Park has been the subject of recent extensions of municipal infrastructure (road, sewer, water) and there appears to be a clear desire by the Municipality to fill this Industrial Park with tenants. The subject lands are located along the northerly portion of Hawn Drive, where adjacent land uses west of Hwy. 11 indicate a mixture of Industrial and Industrial-Commercial uses which are typical of many communities in Northeastern Ontario.

The subject lands are approximately 3.02 acres in size, with an existing building measuring approximately 8,217 sq. ft. on the site. The previous use was a window and door manufacturer and retailer. The Applicant proposes the addition of several low-order service commercial, retail and accessory office uses in order to accommodate the lines of business contemplated for this site.

The Applicant's business headquarters are actually located in Earlton, and this proposal will facilitate the expansion of their business into this community. In addition to the municipal tax revenues generated by this site, there is an estimate of 4 to 5 full-time jobs to be created should this proposal be approved.

## **3.0 Consistency with the *Provincial Policy Statement (PPS), 2014***

Ontario's Planning Act, R.S.O 1990, as amended, requires that local land use planning decisions demonstrate consistency with Provincial policies as they relate to planning. A brief analysis in support of that consistency follows.

Section 1 of the policies relate to *Building Strong, Healthy Communities*. In this regard, there are several aspects of the Applicant's proposal which are supportive of Provincial policy. The subject lands are within a defined settlement area and are on full communal services within a registered Plan of Subdivision. The Applicant's proposal relates to lands within a defined

employment area, and the proposed uses are complimentary to the surrounding employment areas. The Applicant's proposal also supports long-term economic prosperity of the community by optimizing the use of the subject lands for a reasonable and controlled variety of industrial and local commercial uses.

Section 2 of the policies relate to *Wise Use and Management of Resources*. In this regard, the Applicant's proposal is consistent with Provincial policies as the uses will occur in an 'urban' setting through a comprehensively planned subdivision. To the best of my knowledge, no negative impacts on natural or cultural resources have been identified.

Section 3 of the policies relate to *Protecting Public Health and Safety*. To the best of my knowledge, the Applicant's proposal does not create or pose an impact on either natural or human-made hazards.

#### **4.0 Conformity with Local Official Plan Policies**

Section 4 of the PPS actually points to the need for land use proposals to be in conformity with local planning policies, as expressed in the Official Plan. In relation to the Applicant's proposal, there are several points to be made. Section 4.6 of the Temiskaming Shores Official Plan sets out the policies for Employment Areas. In particular, there is a statement at Section 4.6.1 which states "*Industrial Parks shall be designed primarily for industrial land uses but may include commercial uses appropriate to a predominantly industrial setting.*" The Applicant's proposal seeks the addition of a very limited set of additional lower-order and small scale commercial uses which will either be complimentary or accessory to the principal industrial uses of the land. The Applicant's proposal does not contemplate any type or scale of development which would be considered under the Mixed Use policies of Section 4.7, and in terms of design features, will conform with all other applicable policies of the Official Plan.

What the Applicant requires is a site-specific rezoning which will add a limited set of additional uses to the existing "M.2" zoning.

#### **5.0 Summary & Conclusions**

It is my opinion that the Applicant's proposal is appropriate for the site and the Industrial park in which it is located, is consistent with the Provincial Policy Statement under the Planning Act, and is in conformity with the Municipality's Official Plan. It is further my opinion that the



Applicant's proposal represents good planning and we request favourable consideration of same by the Municipality.

A handwritten signature in black ink, appearing to read "Jeff Celentano, MCIP, RPP". The signature is written in a cursive, flowing style.

Jeff Celentano, MCIP, RPP  
Consultant Planner



The City of Temiskaming Shores  
P.O. Box 2050, 325 Farr Drive, Haileybury, Ontario P0J 1K0

**Application for Zoning By-Law Amendment  
Under Section 34 of the Planning Act**

**Application to Amend the Zoning By-Law: \$750 + \$100 advertising fee + 13% HST = \$960.50**

**PLEASE READ BEFORE COMPLETING THIS APPLICATION**

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended. In addition to completing this form, the Applicant will be required to submit the appropriate fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act. **Applicants are encouraged to consult with the Municipality prior to completing the application.**

**Please Print and Complete or (✓) Appropriate Box(es)**

OFFICE USE ONLY	
File No.:	<u>ZBA-2016-02(D)</u>
Date Received:	<u>June 24, 2016</u>
Roll No.:	<u>5418-020-001-027.14</u>

1. Owner Information

Name of Owner: KEN BROWNLEE & SONS EQUIP'T. CORP.  
Mailing Address: P.O. BOX 700, EARLTON, ON P0J 1E0  
Email Address: brownleebrian@live.com Phone: (705) 563-2212

If there is more than one registered owner, please provide information below:

Name of Owner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Agent Information (if applicable):

Name of Agent: JEFF CELENTANO, MCIP, RPP  
Mailing Address: 825 BOURKE ST., NORTH BAY, ON P1B 3K5  
Email Address: jeffcelentano@cogeco.ca Phone: (705) 491-0869 (mobile),  
(705) 472-8271 (home/office)

3. Please specify to whom all communications should be sent:

Owner  Agent

Names and addresses of the holders of any mortgages, charges, or other encumbrances in respect of the subject land:

- a) BANK OF NOVA SCOTIA, 4<sup>th</sup> FL- 20 QUEEN ST. W., TORONTO, ON M5H 3R3
- b) 148 0457 ONTARIO INC., P.O. BOX 700, EARLTON, ON P0J 1P0

4. Location of the Subject Land

Dymond  New Liskeard  Haileybury

Municipal Address

437099 HAWN DRIVE

Legal Description

PLAN 54R - 3296, Pts. 15 & 16

Date the subject land was acquired by the current owner: APRIL 18, 2016.

5. Property Information

Lot Area: APPROX. 12,175 SQ. M.

Road Frontage: 97.4m (HAWN DR.)

Water Frontage: N/A

Lot Depth: 123.6 - 126.9 M.

Lot Width 97.4 M.

Existing use(s) of the subject land (check all that apply):

- Residential
- Commercial
- Industrial
- Institutional
- Agricultural
- Vacant
- Mixed Use (specify): \_\_\_\_\_
- Other (specify): \_\_\_\_\_

Length of time the existing uses of the subject land have continued: \_\_\_\_\_

Existing uses of abutting properties:

North: INDUSTRIAL'S COMMERCIAL

East: UNDEVELOPED/RURAL RES'L

South: VACANT INDUSTRIAL

West: INDUSTRIAL'S COMMERCIAL

6. Property Access

a. Type of access to the property

- Provincial Highway
- Municipal Road, maintained all year
- Municipal Road, maintained seasonally
- Private Road
- Right-of-Way
- Water Access
- Other (specify): \_\_\_\_\_

b. If access is by water, describe the docking and parking facilities used and the approximate distance to these facilities from the subject land and the nearest public road:

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**7. Property Servicing**

a. What type of water supply is existing / proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated piped water system (communal)
- Drilled well
- Lake or other water body
- Water service not proposed
- Other (specify): \_\_\_\_\_

b. What type of sewage disposal is existing / proposed for the subject land?

- Publicly owned and operated sanitary sewage system (City sewer)
- Privately owned and operated individual septic system
- Privately owned and operated communal septic system
- Privy
- Sewage disposal service not proposed
- Other (specify): \_\_\_\_\_

If privately owned and operated individual or communal septic systems are proposed, and where development will produce more than 4,500 litres of effluent per day, applicants are required to submit a servicing options report and a hydrogeological report prepared by a qualified professional:

- Title and date of servicing options report: \_\_\_\_\_
- Title and date of hydrogeological report: \_\_\_\_\_

c. How is storm drainage provided?

- Storm sewer
- Ditches
- Swales
- Other (specify): \_\_\_\_\_

**8. Planning Information**

Current Official Plan Designation(s): EMPLOYMENT AREAS (S. 4.6)

Explain how the application conforms to the Official Plan: INCLUSION OF SEVERAL SMALL-SCALE SERVICE COMMERCIAL USES APPEARS TO BE CONTEMPLATED UNDER S. 4.6.1 OF THE OFFICIAL PLAN.

Current Zoning: MANUFACTURING INDUSTRIAL (M2) ZONE

Requested Zoning (if applicable): MANUFACTURING INDUSTRIAL SPECIAL (M2SP.) ZONE

Reason why rezoning is being requested (if applicable): TO ADD RECREATIONAL EQUIPMENT SALES & SERVICE, A RETAIL STORE, A MERCHANDISE SERVICE SHOP AND A BUSINESS OFFICE TO LIST OF PERMITTED USES, AGRICULTURAL EQUIPMENT SALES & SERVICE,

Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

Yes  No

If yes, provide a statement of these requirements:

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Does this application propose to change the boundary of a settlement area?

Yes  No

If the requested amendment alters all or any part of the boundary of an area of settlement or establishes a new area of settlement, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement.

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Will this application remove land from a designated employment area?

Yes  No

If the requested amendment removes the subject land from an area of employment, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment.

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### 9. Proposed Use of Property

Proposed use(s) of the subject land (Check all that apply):

- Residential                       Commercial                       Industrial  
 Institutional                       Agricultural                       Vacant  
 Mixed Use (Please state): \_\_\_\_\_

Other (Please state): ADDITIONAL PERMITTED USES AS SHOWN ABOVE.

List all existing and proposed buildings and structures to be constructed on the property by completing the following table (if more than 5 buildings or structures please use separate page to provide description):

	Building or Structure # 1	Building or Structure # 2	Building or Structure # 3	Building or Structure # 4	Building or Structure # 5
Type or use of building or structure	INDUSTRIAL/ COMMERCIAL				
Height (m)	7.6 m.				
Setback from front lot line (m)	30 m.				
Setback from rear lot line (m)	82 m.				
Setback from side lot line one side (m) (North)	15 m				
Setback from side lot line (south) other side (m)	35 m				
Setback from shoreline (m)	N/A				
Dimensions (m) or floor area (m <sup>2</sup> )	885 m <sup>2</sup> (9,250 SQ FT)				
Year constructed	UNKNOWN				

⊛ - SEE ATTACHED SKETCH (NOT TO SCALE)

Are any of the following uses or features on the subject land or within 500 m of the subject land, unless otherwise specified? Please check all that apply.

Use or Feature	On the Subject Land	Within 500 metres of Subject Land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input type="checkbox"/>
A landfill	<input type="checkbox"/>	<input type="checkbox"/>
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/>
A provincially significant wetland (Class 1, 2 or 3 wetland)	<input type="checkbox"/>	<input type="checkbox"/>
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	<input type="checkbox"/>
A waterbody, watercourse, river, or stream	<input type="checkbox"/>	<input type="checkbox"/>
A rehabilitated mine site	<input type="checkbox"/>	<input type="checkbox"/>
A non-operating mine site within 1 kilometre of the subject land	<input type="checkbox"/>	<input type="checkbox"/>
An active mine site, gravel pit or quarry	<input type="checkbox"/>	<input type="checkbox"/>
An industrial or commercial use (if so, specify use)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
An active railway line	<input type="checkbox"/>	<input type="checkbox"/>
Utility corridors	<input type="checkbox"/>	<input type="checkbox"/>
Provincial Highway	N/A	<input checked="" type="checkbox"/>

### 10. Previous Applications

Has the subject land ever been the subject of an application under the Act for approval of a plan of subdivision or for a consent?

Yes  No  Unknown

If yes:

File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Has the subject land ever been the subject of an application for approval of a previous Official Plan or Zoning amendment?

Yes  No  Unknown

If yes:

File No.: \_\_\_\_\_ Status: \_\_\_\_\_



11. Concurrent Applications

Is the subject land currently the subject of any other planning applications (Plan of Subdivision, Consent, Minor Variance, Zoning By Law Amendment, Site Plan Control) at this time?

Yes  No

If yes:

File No.: \_\_\_\_\_ Status: \_\_\_\_\_

File No.: \_\_\_\_\_ Status: \_\_\_\_\_

12. Provincial Policies

Is the request consistent with policy statements issued under subsection 3(1) of the Planning Act?

Yes  No

PLEASE SEE ATTACHED PLANNING JUSTIFICATION REPORT (prepared by J. Celestino MCIP, RA)

Is the subject land within an area of land designated under any provincial plan or plans?

Yes  No

If yes, does the request conform to, or not conflict with, the applicable provincial plan or plans?

SECTIONS 2.2 AND 4.2 OF NORTHERN ONTARIO GROWTH PLAN

13. Additional Studies or Information

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality)

1. PLANNING JUSTIFICATION REPORT (attached)
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

14. Sketch

The application shall be accompanied by a site plan showing the following:

- The boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line and the side yard lot lines.
- The approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that:
  - Are located on the subject land and on land that is adjacent to it, and
  - In the applicant's opinion, may affect the application
- The present uses of land adjacent to the subject land (for example, residential, agricultural, commercial, etc.);
- The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road, or a right of way;
- If access to the subject land will be by water only, the location of the parking and boat docking facilities to be used;
- The location and nature of any easement affecting the subject land.

15. Declaration and Authorizations

**Agent Authorization**

I/We, authorize JEFF CELENTANO, MCIP, RPP to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

JUNE 13, 2016  
Date

Brian Sumner  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

**Authorization for Site Visits**

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

BB.  
Applicant Initial

\_\_\_\_\_  
Applicant Initial

**Consent for the Use and Disclosure of Personal Information**

For the purposes of the Freedom of Information and Protection of Privacy Act, I/We authorize and consent to the use by, or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purpose of processing this application.

BB.  
Applicant Initial

\_\_\_\_\_  
Applicant Initial

**Declaration of Applicant**

TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS

I, BRIAN BRONNCKE of the TOWN OF EARLTON  
in the DISTRICT of TEMISKAMING make oath and say (or solemnly  
declare) that the information contained in this application is true and that the information contained in the  
documents that accompany this application is true and I make this solemn declaration conscientiously knowing  
that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the TOWN OF EARLTON  
in the DISTRICT OF TEMISKAMING  
this 14 day of JUNE, 2010

Brian Bronncke  
Signature of Applicant

[Signature]  
A Commissioner for Taking Affidavits

S-127

PLAN OF SURVEY OF  
PART OF N 1/2 LOT 6 CONCESSION 1  
TOWNSHIP OF DYMOND  
MUNICIPALITY OF THE TOWNSHIP OF DYMOND  
DISTRICT OF TIMISKAMING  
SCALE: 1:1000



D. F. ADAMUS O.L.S. 1988

PLAN 54R 3396

RECEIVED AND DEPOSITED  
88/11/23

*D. F. Adamus*  
LONG DISTANCE FIELD SURVEYOR  
No. 1111  
No. 1111  
No. 1111  
No. 1111  
PARTS 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



SURVEYOR'S CERTIFICATE

I CERTIFY THAT  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT  
AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER  
2. THE SURVEY WAS COMPLETED ON THE 14TH DAY OF NOVEMBER, 1988

NEW LONDON ONTARIO  
NOVEMBER 22, 1988  
*D. F. Adamus*  
D.F. ADAMUS  
ONTARIO LAND SURVEYOR

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION  
WITHIN THE MEANING OF THE PLANNING ACT.

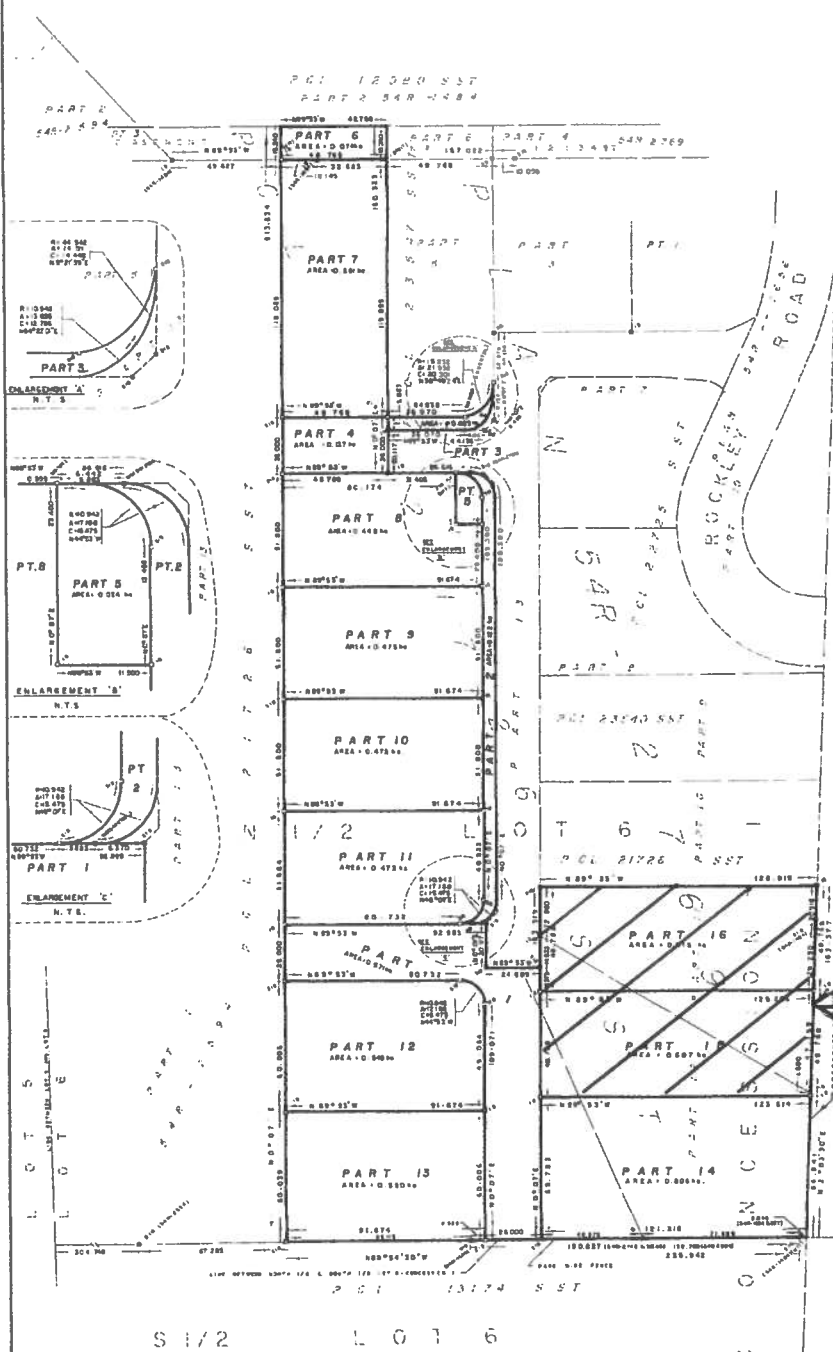
METRIC  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES  
AND CAN BE CONVERTED TO FEET BY DIVIDING BY  
0.3048

BEARING NOTE  
BEARINGS ARE ASTROGNOMIC AND ARE REFERRED TO THE  
EASTERLY LIMIT OF PARTS 16 & 17 AS SHOWN ON PLAN  
54R-2746 HAVING A BEARING OF N 89° 33' E

LEGEND  
B/D DENOTES 1 IN 50 IRON BAR 40 FT LONG  
S/D DENOTES 1 IN 50 IRON BAR 20 FT LONG  
I/D DENOTES 1/2 IN 50 IRON BAR 20 FT LONG  
S/D DENOTES 1/2 IN 50 IRON BAR 20 FT LONG  
DENOTES PLANTED  
ALL FOUND EVIDENCE IS FROM PLAN 54R-2746  
UNLESS OTHERWISE NOTED.

SUBJECT  
PROPERTY

HIGHWAY  
NEW LONDON ONTARIO  
PLAN 54R-2746



H. SUTCLIFFE LIMITED  
SUDBURY, ONTARIO  
NEW LONDON ONTARIO  
D.F. ADAMUS  
NOV 27 1988

BUILDING LOCATION SKETCH OF PART OF N 1/2  
 LOT 6 • CONCESSION I (BEING PARTS 15 & 16 PLAN 54R-3296)  
 TOWNSHIP OF DYMOND

SCALE 1 INCH = 60 FEET

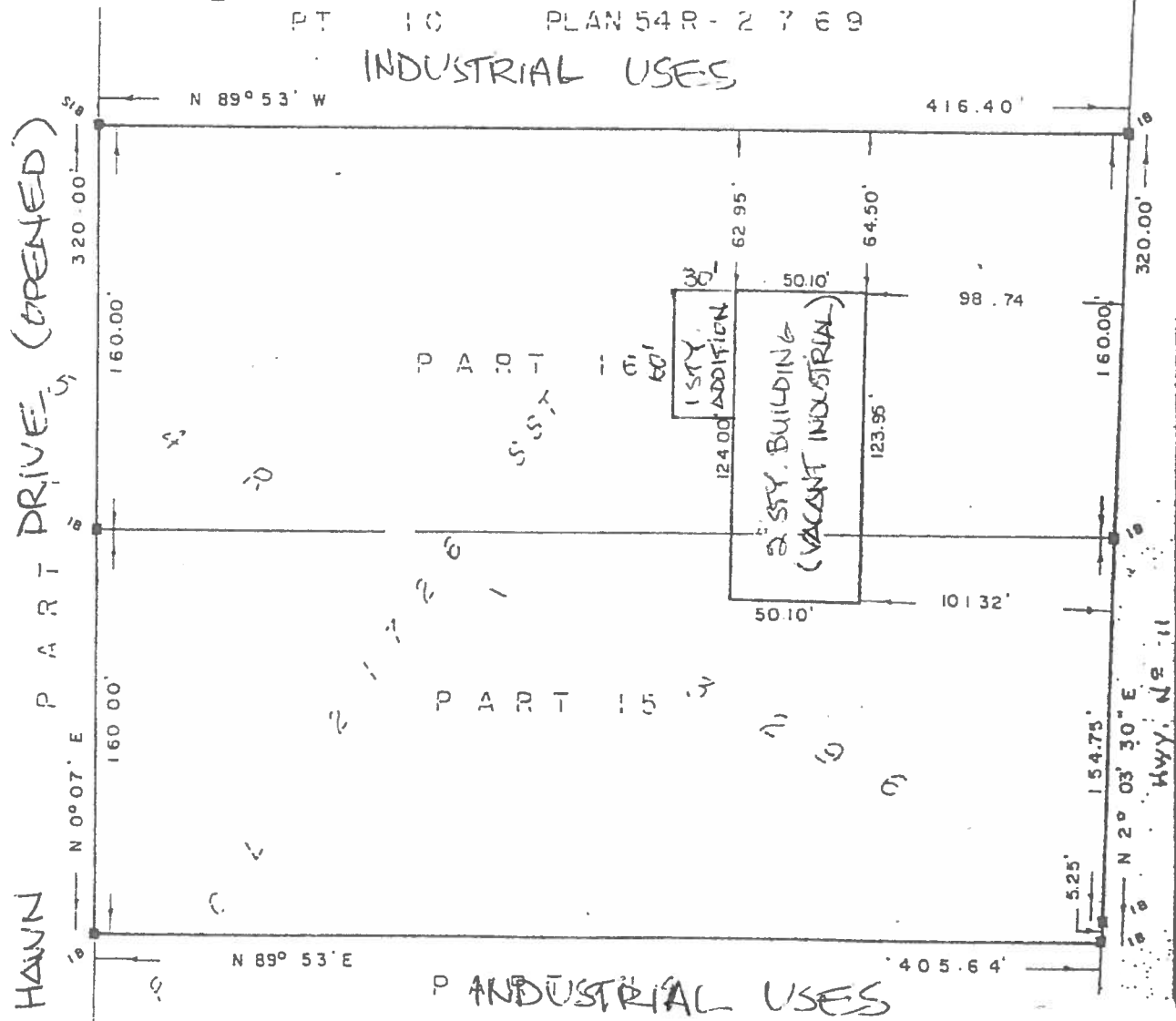
NEW LISKEARD, ONTARIO



BEARINGS ARE ASTRONOMIC DERIVED FROM THE  
 SOUTHERLY LIMIT OF PART 10 PLAN 54R-2769  
 HAVING A BEARING OF N 89° 53' W

BUILDING SHOWN HEREON IS SITUATED ENTIRELY  
 WITHIN THE LIMITS OF PARTS 15 & 16 PLAN  
 54R-3296

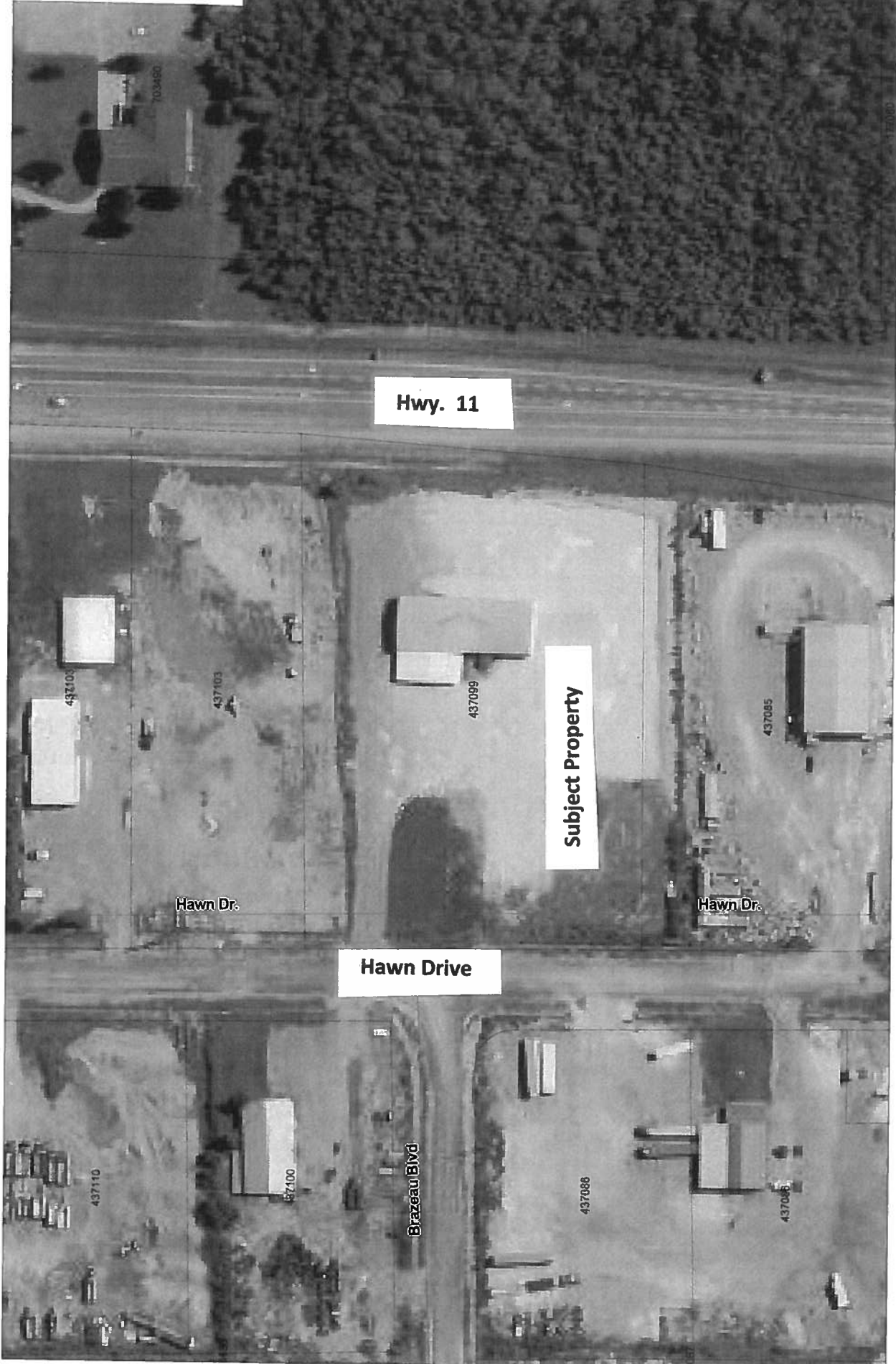
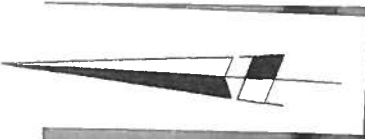
INDUSTRIAL / COMMERCIAL USES



INDUSTRIAL DRIVE (OPENED)

HAWN

Hwy. No. 11



Hwy. 11

Subject Property

Hawn Dr.

Hawn Dr.

Hawn Drive

Brazean Blvd

703460

437103

437103

437099

437085

437110

437100

437088

437086

Note: Not To Scale



**Application for Zoning By-law Amendment**

**Notice of Complete Application  
And Notice of Statutory Public Hearing**

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the Zoning By-law:

- File #:** ZBA-2016-02(D)
- Owner:** Ken Brownlee and Sons Equipment Corp.
- Agent:** Jeff Celentano MCIP, RPP
- Property:** 437099 Hawk Drive, Dymond Industrial Park

**A public hearing** will be held to consider the Zoning By-law Amendment application:

- Date:** Tuesday, August 2, 2016
- Time:** 6:00 p.m.
- Place:** Council Chambers at City Hall, 325 Farr Drive, Haileybury

**The application proposes** a site-specific amendment to add a retail store as a permitted use on the property in addition to the permitted industrial uses.

The property is designated Employment Areas in the City of Temiskaming Shores Official Plan and is Zoned Manufacturing Industrial (M2) in the Township of Dymond Zoning By-law 984.



**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 you are receiving this notice as the owner of a multi-unit residential building, please post this notice in a location that is visible to all of the residents.

If you wish to be notified of the decision of the City of Temiskaming Shores on the proposed Zoning By-law Amendment, you must make a written request to the City of Temiskaming Shores at the address below.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of Temiskaming Shores before the by-law is passed, 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, or make written submissions to the City of Temiskaming Shores before the by-law is passed, 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.

**Additional information** pertaining to the application is available for review between 8:30 a.m. and 4:30 p.m. at City Hall, or by contacting the undersigned.

**Dated** this 13<sup>th</sup> day of July, 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

Ministry of Transportation

Provincial Highways Management  
Northeastern Region  
Corridor Management Section  
447 McKeown Avenue  
North Bay, ON P1B 9S9  
Tel: (705) 497-5456  
Fax: (705) 497-6926

Ministère des Transports

Gestion des routes provinciales  
Région du Nord-Est  
Section de gestion des  
couloirs routiers  
447, avenue McKeown  
North Bay, ON P1B 9S9  
Tél : (705) 497-5456  
Télé : (705) 497-6926



August 19, 2016

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, ON P0J 1K0

Att.: Jennifer Pye, Planner

**Re: Application for Zoning By-Law Amendment – Brownlee Equipment – 437099 Hawn Drive – Dymond Township – Highway 11 – MTO New Liskard Area**

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This is in response to your August 19, 2016 circulation of the application for proposed rezoning dated June, 2016 concerning the above noted.

At the time of review it is understood that the developer intends on rezoning from manufacturing Industrial (M2) to Manufacturing Industrial Special (M25p) and the intention to develop on a previously developed / paved property.

Based on our review of the plan, MTO has no objection with the proposed zoning by-law amendment as proposed.

However, since the property in question is within the MTO permit control area along Highway 11, I would respectfully request that the applicant(s) are made aware that Ministry of Transportation of Ontario (MTO) Building /Land use and Sign permits will be required for any new buildings, parking lot, septic systems wells, etc. located within 45 metres of the limits of the MTO right-of-way (ROW) or within a 395 metre radius of the intersection of Highway 11 and Rockley Road.

Additionally, prior to the issuance of MTO permits a Traffic Impact Study or Traffic Impact Statement from a RAQS qualified traffic consultant may be required. The TIS must outline that this zoning bylaw change will not negatively impact the operation of Highway 101 and the Highway 101/Rockley Road Intersection.

Further information with respect to MTO permit and setback requirements can be obtained by contacting Ms. Natalie Dugas at our New Liskeard Area office at (705)647-6761 ext 118 (Toll free: 1-800-720-1120 ext 118).

Should you wish to discuss the contents of this letter, please contact me. Thank you for the opportunity to provide our comments.

Sincerely,

A handwritten signature in black ink that reads "Carla Riche".

Carla Riche  
Corridor Management Planner

cc Natalie Dugas, MTO, New Liskeard Area Office

## Jennifer Pye

---

**From:** Riche, Carla (MTO) <Carla.Riche@ontario.ca>  
**Sent:** Friday, August 26, 2016 4:08 PM  
**To:** Jennifer Pye  
**Subject:** RE: 437099 Hawn Dr / 997431 Hwy 11

Good afternoon Jennifer,

Prior to MTO permits being issued MTO may require a Traffic Impact Statement or Study to be completed. This would be due to the development of a retail establishment that would have unknown impacts on the operation of Highway 101 and the Highway 101/Rockley Road Intersection.

Please let me know if you need anything else,

**Carla Riche**  
Corridor Management Planner  
Northeast Region  
Ministry of Transportation  
447 McKeowan Ave, Suite 2NW-04  
North Bay, ON, P1B 9S9  
Phone: 705-497-5456  
E-mail: [carla.riche@ontario.ca](mailto:carla.riche@ontario.ca)



**A Proud Member / Un membre fier**

# THE CITY OF TEMISKAMING SHORES JANUARY - AUGUST 2016 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

## Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Kelly Conlin, Director of Corporate Services (A)

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

25-Aug-16

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- 1.0 Executive Summary
  - 1.1 Summary - Capital Revenues & Expenditures
- 2.0 Capital Summary
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  - 2.2 General Capital Revenues & Expenditures
  - 2.3 Waterfront Development Project
  - 2.5 Environmental Capital Revenues & Expenditures

**SUMMARY - CAPITAL**  
**Revenues and Expenditures**  
**as at August 2016**

	2016 YTD			%
	Actual	Total Budget	Variance B/(W)	
<b>CAPITAL</b>				
<b>Revenues</b>				
Capital - General	153.0	4,048.8	(3,895.8)	-96.2%
Capital - Environmental	1,278.8	6,187.7	(4,908.9)	-79.3%
<b>Total Revenues</b>	<b>1,431.8</b>	<b>10,236.5</b>	<b>(8,804.7)</b>	<b>-86.0%</b>
<b>Expenditures</b>				
Capital - General	1,313.3	4,048.8	2,735.5	67.6%
Capital - Environmental	841.8	6,187.7	5,345.9	86.4%
<b>Total Expenditures</b>	<b>2,155.1</b>	<b>10,236.5</b>	<b>8,081.4</b>	<b>78.9%</b>
<b>Net Position Capital</b>	<b>(723.3)</b>	<b>0.0</b>	<b>723.3</b>	

NOTE: The January - August monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2016-055 passed on April 19, 2016.

## 2.0 Capital Summary

### 2.1 Analysis

The City of Temiskaming Shores 2016 Capital projects for both general and environmental is \$10,650.4K. The capital program is comprised of \$3,779.7K of general capital and \$6,870.7K of environmental capital.

The 2016 Capital project budget consists of 34 projects, 25 in general and 9 in environmental.

***General Capital Projects:***

15 projects have been completed, 9 are currently in progress and 1 has yet to be started.

Additional Projects: 1 completed

***Environmental Capital Projects:***

3 projects have been completed, 5 are currently in progress and 1 has yet to be started.

Additional Projects: 1 underway (ProNor water/sewer line installation to lot line as sale of land agreement, estimated value of construction \$11,680 plus applicable taxes)

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at August 2016**

Department	Project	2016			%	G	Y	R
		Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>	Transfer from Operations	0.0	723.2	(723.2)				
	Transfer from Reserves	0.0	135.0	(135.0)				
	Financing (external)	0.0	795.0	(795.0)				
	Financing (internal)	0.0	325.0	(325.0)				
	Canada 150 Funding	0.0	50.0	(50.0)				
	Lighting Incentive Program	0.0	60.0	(60.0)				
	Federal Gas Tax	0.0	935.5	(935.5)				
	Provincial Gas Tax	0.0	90.0	(90.0)				
	Trillium Funding	135.0	150.0	(15.0)				
	OMCIP Funding	0.0	162.5	(162.5)				
	STATO Partnership	0.0	64.8	(64.8)				
	Provincial Funding Ec Dev Strategic Plan	0.0	50.0	(50.0)				
	Waterfront Development Funding (P&F)	18.0	507.8	(489.8)				
<b>Total Revenues</b>		<b>153.0</b>	<b>4,048.8</b>	<b>(3,895.8)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	Capital Contingency Fund	0.0	75.8	75.8				
<b>Property Mntce:</b>	City Hall Energy Upgrades	17.0	20.0	3.0	100%	X		
	Hlby Arena Upgrades	7.4	15.0	7.6	100%	X		
	NL Library Stabilization	1.7	115.0	113.3	25%	X		
	NL Fire Station Repairs (Roof)	99.0	98.0	-1.0	100%	X		
	Hlby Medical Centre Flooring Upgrades	0.0	30.0	30.0				
	Hlby Medical Centre Retaining Wall	0.0	100.0	100.0	25%	X		
	Matabanick Hotel Demolition	314.6	325.0	10.4	100%	X		
	Riverside Place Roof Replacement (south)	0.0	0.0	0.0	100%	X		
<b>Public Works:</b>	DIP Certified Site Program	27.3	100.0	72.7	75%	X		
	2016 Road Program	0.0	745.5	745.5	95%	X		
	Street Light Upgrades	70.2	150.0	79.8	100%	X		
<b>Solid Waste:</b>	Landfill Site Expansion	21.5	60.0	38.5	75%	X		
	Hlby Landfill Postclosure	3.0	25.0	22.0	50%	X		
<b>Transit:</b>	Transit Bus Auto Announcement System	0.4	90.0	89.6	75%	X		
<b>Fleet:</b>	Command/Rescue Truck	0.0	295.0	295.0	75%	X		
	Trackless	156.1	165.0	8.9	100%	X		
	Loader	183.7	185.0	1.3	100%	X		
	Service Van - Bldg Mntce	63.1	60.0	-3.1	100%	X		
	Pick-Ups (3)	87.7	90.0	2.3	100%	X		
	Quick Attach Forks for Loader	6.9	6.0	-0.9	100%	X		
<b>Leisure Services:</b>	STATO Trail Relocation	0.0	190.0	190.0	100%	X		
	STATO Project	123.1	377.3	254.2	75%	X		
	NL Arena Glycol Pump Replacement	6.2	10.0	3.8	100%	X		
	NL Waterslide Refinishing	11.6	32.0	20.4	100%	X		
	Hlby Arena Condensor	19.6	125.0	105.4	100%	X		
	Waterfront Development	93.2	564.2	471.0		X		
<b>Total Expenditures</b>		<b>1,313.3</b>	<b>4,048.8</b>	<b>2,659.7</b>				



2.3

**WATERFRONT DEVELOPMENT PROJECT  
as at August 2016**

Project	Total Budget	2015 Actual	YTD Actual	2016		Variance B/(W)	%			
				Budget	Budget			G	Y	R
Waterfront Stabilization & Beautification	685.1	485.1	86.9	200.0	113.1	25%	X			
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0					
Accessible Landscaping	260.0	245.8	6.5	14.2	7.7		X			
Farmer's Market	350.0	0.0		350.0	350.0					
Spurline Building Renovations	31.7	31.7		0.0	0.0					
Bucke Park Water and Septic Upgrades	90.6	90.6		0.0	0.0					
Professional Services (Engineering)	74.7	74.7		0.0	0.0					
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0					
<b>2,222.0</b>	<b>1,657.8</b>	<b>93.4</b>	<b>564.2</b>	<b>470.8</b>						

Waterfront Stabilization & Beautification:

- Beach and Harbourfront Bathrooms have been upgraded
- Haileybury Boardwalk tender has been awarded to SLE and the work will take place in September
- Haileybury Waterslide resurfacing has been completed
- Haileybury Marina Gates (N&S) are having privacy screens installed and the work has commenced

2.4

**ENVIRONMENTAL CAPITAL**  
**Revenues & Expenditures**  
**as at August 2016**  
**(\$K)**

	2016			%			
	Actual	Budget	Variance B/(W)		G	Y	R
<b>REVENUES:</b>							
Transfer from Operations	0.0	522.3	(522.3)				
Public/Private Partnership	0.0	100.0	(100.0)				
Borrowing	0.0	1,824.3	(1,824.3)				
Funding - Armstrong Infrastructure Upgrades	0.0	164.1	(164.1)				
Funding - Looping Project	1,278.8	1,282.5	(3.7)				
Funding - Gray Road Project	0.0	2,141.7	(2,141.7)				
Transfer from Reserves	0.0	152.8	(152.8)				
<b>Total Revenues</b>	<b>1,278.8</b>	<b>6,187.7</b>	<b>(4,386.6)</b>				
<b>EXPENDITURES:</b>							
Vacuum/Sucker Truck	418.4	500.0	81.6	100.0%	x		
Pick-Up	29.2	30.0	0.8	100.0%	x		
Dym Reservoir Upgrades	52.3	200.0	147.7	10.0%	x		
Gray Road Lift Station	0.0	3,212.5	3,212.5				
Hlby WTP MCC Replacement	0.0	200.0	200.0	50.0%	x		
NL-Dym Water Supply Linking	318.9	316.9	(2.0)	100.0%	x		
Comm Upgrades W/WW Facilities (Phase 3)	0.0	300.0	300.0	50.0%	x		
NC Water Integration Project	23.0	1,403.3	1,380.3	25.0%	x		
Clear Well Inspection Robot	0.0	25.0	25.0	75.0%	x		
ProNor Service Line Installation	0.0	0.0	0.0		x		
<b>Total Expenditures</b>	<b>841.8</b>	<b>6,187.7</b>	<b>5,345.9</b>				

## Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** September 6, 2016  
**Subject:** Attendance to the OGRA/ROMA Annual Conference  
**Attachments:** None

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Mayor and Council:

At the July 26, 2016 Public Works Committee meeting Recommendation PW-2016-022 was carried and reads as follows:

*The Public Works Committee hereby recommends Council foregoes participation in the 2017 ROMA and OGRA Conferences; and*

*Further that the Committee recommends Council uses funds from the annual conference budget in 2017 to travel to Queen's Park and meet with the appropriate Ministers and staff.*

As Council is aware there is no longer a combined OGRA/ROMA conference and each association will be hosting their own event. Based on discussions with the City Manager and previous attendees to the Conference it is understood that the ROMA conference is the preferred event.

At the August 25, 2016 Public Works Committee meeting further discussion was held with respect to Council conferences in particular the ROMA conference scheduled for January 29-31, 2017. Registrations for this conference fill up fast; thus it is recommended that deliberation on attendance at the ROMA Conference be considered at the September 6, 2016 Regular Council meeting.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

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David B. Treen  
Municipal Clerk

---

Kelly Conlin  
Director of Corporate  
Services (A)

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Christopher W. Oslund  
City Manager

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**Subject:** Municipal Employee Group  
Benefit Plan

**Report No.:** CS-012-2016  
**Agenda Date:** September 6, 2016

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### **Attachments**

**Appendix 01:** Renewal Rate Comparison and Claims History

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-012-2016;
2. That Council approves the Administrative Services Only (ASO) Plan with premiums of \$323,760 for 2016-2017 in addition to the costs paid by the City for medical events and health benefits as they are incurred with applicable administrative fees; and
3. That Council for the City of Temiskaming Shores directs staff to prepare the necessary by-law to renew the Great West Life Employee Benefit Plan administered through Dibrina Sure Benefits Consulting Inc. for consideration at the September 20, 2016 Regular Council meeting.

### **Background**

In August, the City Manager and Director of Corporate Services (A) met with Mr. Jeff St. Cyr to review the renewal proposal for the City's Municipal Employee Group Benefit Plan. The City's Benefit Plan became eligible for renewal on September 1, 2016.

### **Analysis**

Currently, the City is using an Administrative Services Only (ASO) Plan. An ASO Plan has two (2) components:

1. A cash component used to pay for everyday benefits such as drug or dental costs; and
2. An insurance component to cover a catastrophic event such as an unforeseen need for special medicines or treatments.

Under an ASO Plan the administrator and the employer work together to establish a budget for self-insured health and dental care components. Employees or their health care providers will submit their claims directly to the administrator (GWL) who process the claims and issues the cheques.

Great West Life initially proposed a combined increase of 20.9% to the current premium level. However, as a result of negotiations the overall increase resulted in 18.1% or a monthly premium increase of \$4,126. The previous year's increase was 8.9%.

Over the last several years the industry has seen a consistently higher frequency of claims in excess of \$10,000. This is driven largely by catastrophic and specialty drug expenses, specifically biological drugs, as well as, current fluctuations on the out-of-Country risk. As a result all carriers continue to increase the rate charged for this coverage.

For this renewal, the City of Temiskaming Shores main driver for the premium increase continues to be the "Pooling" coverage which includes in-Canada claims in excess of \$10,000 per person per benefit year. From June 1, 2013 to May 31, 2016, \$540,642 in claims were removed from the City's experience with the City's cost being \$44,886.

Other sources of the increase are due to changing demographics with current staff, as well as, the City's experience rating with Long Term Disability. The negotiated renewal is a 15% increase from last year's premiums for Long Term Disability.

Due to the City's poor experience, marketing our plan to different providers in order to remain competitive is difficult. However, with recent changes to the City's plan and the shifting of former employees to the retiree plan, this could potentially improve the City's portfolio significantly for the 2017 renewal.

In order to protect the City's experience rating for future years, staff are still planning implementing a cap on the Pooling/Stop Loss Coverage. As the City has negotiated in good faith a Collective Agreement with the CUPE Local 5014 and a Management/Non Union Agreement, staff is recommending that a cap be discussed during the next round of negotiations in 2017.

### **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 renewal of the City's benefit plan is part of ongoing operations costs. Dibrina Sure Benefits Consulting Inc. has negotiated a renewal increase of 18.1% for the overall combined plan. This will result in an overall increase of \$49,524 in premiums for the year.

The first portion of the ASO plan has administrative rates as follows and have remained unchanged from the 2015 renewal:

<b>Admin Charges</b>	<b>2016-2017 Rates</b>
General Admin	5.00%
Profit Charge	0.75%
Commissions	3.00%
Taxes	As legislated
STD	8.50%
Healthcare	5.49%
Vision	5.49%
Pay Direct Drugs	3.30%
Dental	3.01%

The yearly premiums for life insurance, AD&D, and long term disability will be \$214,020, which represents an increase of \$22,800 from the 2015 renewal.

**Alternatives**

No alternatives were considered in the preparation of this report.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 Kelly Conlin  
 Director of Corporate Services (A)

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

# The Corporation of the City of Temiskaming Shores



## RENEWAL RATE COMPARISON

Benefits	Lives/ Volume	CURRENT		PROPOSED RENEWAL			NEGOTIATED RENEWAL			
		Rates	Monthly Premium	Rates	Monthly Premium	% Change	Rates	Monthly Premium	% Change	
<b>EMPLOYEE BASIC LIFE</b>										
All Divisions	\$8,902,500	\$0.455	\$4,051	\$0.487	\$4,336	7.0%	\$0.478	\$4,255	5.1%	
<b>EMPLOYEE BASIC AD&amp;D</b>										
All Divisions	\$8,948,000	\$0.050	\$447	\$0.050	\$447	0.0%	\$0.050	\$447	0.0%	
<b>DEPENDENT BASIC LIFE</b>										
Div. 1, 2, 4, 13, 21-26, 28	71	\$1.98	\$141	\$2.03	\$144	2.5%	\$1.98	\$141	0.0%	
Div. 8	1	\$1.08	\$1	\$1.11	\$1	2.8%	\$1.11	\$1	2.8%	
<b>LONG TERM DISABILITY</b>										
Div. 1, 2, 4, 13, 28	\$246,025	\$4.591	\$11,295	\$5.510	\$13,556	20.0%	\$5.280	\$12,990	15.0%	
Sub-total:			\$15,935		\$18,484	16.0%		\$17,835	11.9%	
<b>EXPENSES/FEES</b>										
General Admin (% of paid claims)	\$41,382	5.00%	\$2,069	5.00%	\$2,069	0.0%	5.00%	\$2,069	0.0%	
EHC/Vision Admin Fee (% of paid claims)	\$3,981	5.49%	\$219	5.49%	\$219	0.0%	5.49%	\$219	0.0%	
Drugs Admin Fee (% of paid claims)	\$26,209	3.30%	\$865	3.30%	\$865	0.0%	3.30%	\$865	0.0%	
Dental Admin Fee (% of paid claims)	\$7,497	3.01%	\$226	3.01%	\$226	0.0%	3.01%	\$226	0.0%	
STD Admin Fee (% of paid claim)	\$3,695	8.50%	\$314	8.50%	\$314	0.0%	8.50%	\$314	0.0%	
Profit Charge (% of paid claims)	\$41,382	0.75%	\$310	0.75%	\$310	0.0%	0.75%	\$310	0.0%	
Commissions (% of paid claims)	\$41,382	3.00%	\$1,241	3.00%	\$1,241	0.0%	3.00%	\$1,241	0.0%	
<b>POOLING/STOP LOSS*</b>										
Pooling (% of paid claims)	\$8,498	19.32%	\$1,642	45.42%	\$3,860	135.1%	45.42%	\$3,860	135.1%	
<b>GMA</b>										
Single	11	\$0.40	\$4	\$0.50	\$6	25.0%	\$0.50	\$6	25.0%	
Family	71	\$0.40	\$28	\$0.50	\$36	25.0%	\$0.50	\$36	25.0%	
Sub-total:			\$6,919		\$9,145	32.2%		\$9,145	32.2%	
<b>MONTHLY TOTAL</b>			\$22,853				\$27,629			
<b>MONTHLY CHANGE vs CURRENT (%)</b>							20.9%			
<b>MONTHLY CHANGE vs CURRENT (\$)</b>							\$4,776			
<b>ANNUAL CHANGE vs CURRENT (\$)</b>							\$57,307			
<b>ANNUAL NEGOTIATED SAVINGS (\$)</b>							\$49,513			
							\$7,794			

Overall, our negotiations resulted in annual savings of approximately \$7,794 compared to your carrier's original proposal.

\*Pooling applies to OOC from 1st dollar and for amounts above \$10,000 per year for in-Canada claims.



PREMIUM VS CLAIMS HISTORY

	PAID PREMIUM	PAID CLAIMS	INCURRED CLAIMS	INCURRED LOSS RATIO
<b>EMPLOYEE LIFE</b>				
01-Jun-2013 to 31-May-2014	\$43,366	\$0	\$0	0.00%
01-Jun-2014 to 31-May-2015	\$52,323	\$0	\$0	0.00%
01-Jun-2015 to 31-May-2016	\$48,687	\$0	\$0	0.00%
<b>TOTAL</b>	<b>\$144,376</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>AD&amp;D</b>				
01-Jun-2013 to 31-May-2014	\$4,509	\$0	\$0	0.00%
01-Jun-2014 to 31-May-2015	\$5,385	\$0	\$0	0.00%
01-Jun-2015 to 31-May-2016	\$5,398	\$0	\$0	0.00%
<b>TOTAL</b>	<b>\$15,292</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>DEPENDENT LIFE</b>				
01-Jun-2013 to 31-May-2014	\$2,205	\$0	\$0	0.00%
01-Jun-2014 to 31-May-2015	\$2,453	\$0	\$0	0.00%
01-Jun-2015 to 31-May-2016	\$1,744	\$2,500	\$2,500	143.35%
<b>TOTAL</b>	<b>\$6,402</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>39.05%</b>
<b>LONG TERM DISABILITY</b>				
01-Jun-2013 to 31-May-2014	\$94,096	\$34,546	\$34,546	36.71%
01-Jun-2014 to 31-May-2015	\$114,308	\$92,928	\$92,928	81.30%
01-Jun-2015 to 31-May-2016	\$126,677	\$85,738	\$480,808	379.55%
<b>TOTAL</b>	<b>\$335,081</b>	<b>\$213,212</b>	<b>\$608,282</b>	<b>181.53%</b>
<b>POOLING/STOP LOSS</b>				
01-Jun-2013 to 31-May-2014	\$10,363	\$125,155	\$125,155	1207.71%
01-Jun-2014 to 31-May-2015	\$14,819	\$178,372	\$178,372	1203.67%
01-Jun-2015 to 31-May-2016	\$19,704	\$237,115	\$237,115	1203.39%
<b>TOTAL</b>	<b>\$44,886</b>	<b>\$540,642</b>	<b>\$540,642</b>	<b>1204.48%</b>



**Subject:** 2017 Transit Fares

**Report No.:** CS-013-2016

**Agenda Date:** September 6, 2016

### **Recommendation**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-013-2016;
2. That Council endorses the recommendation of the Temiskaming Transit Committee to increase the Temiskaming Transit Fares by \$0.25, the monthly passes by \$5.00 and eliminate the 10% discount for a book of 10 transit tickets; and
3. That Council approves the following Transit Fare Schedule effective January 1, 2017:

Adult Fare	\$ 3.00
Senior/Student Fare	\$ 2.75
Book of 10 Adult Tickets	\$ 30.00
Book of 10 Senior/Student Tickets	\$ 27.50
Adult Monthly Pass	\$ 85.00
Senior/Student Monthly Pass	\$ 65.00

### **Background**

The Temiskaming Transit Committee met on August 24, 2016 and discussed the transit rates and monthly passes in preparation for the 2017 Budget Process.

The Committee is recommending that both Temiskaming Shores Council and Cobalt Council endorse and approve a transit fare rate increase effective January 1, 2017.

### **Analysis**

In 2014, the Transit Committee recommended that investments be made to the transit system to improve accessibility, increase ridership and improve service to our residents. These investments included the purchase of 4 low-rise accessible buses (17 passenger) and enhanced hours, including hourly Saturday/Sunday service.

These investments have resulted in an increase in ridership and improved customer service. The following table illustrates the increase in ridership since 2013:

	Annual	Monthly
2013	84,926	7,077
2014	30,657	10,888
2015	138,818	11,568
2016 (Jan to July)	80,330	11,475

In 2016, the Temiskaming Transit introduced two new low-ride, 35 passenger transit buses to the fleet. The Committee is currently awaiting information from the Provincial & Federal Governments regarding funding under the *Public Transit Infrastructure Fund* as there is a need to purchase additional transit buses to meet our needs.

The current Transit Fares were established with an effective date of January 1, 2015. There was no increase to the fares in 2016. In preparing the 2017 Budget, the Committee is recommending that the fares be increased to offset some of the increased operational costs, including a 2% increase in the contract with Stock Transportation.

### **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 combined municipal subsidy of the Transit System is \$173,220 - the City of Temiskaming Shores contributes 86.81% (\$150,370) and the Town of Cobalt contributes 13.19% (22,850).

In 2015 the average fare was \$2.37. This amount was used to estimate the revenues for 2016 ( $\$2.37 \times 135,000$  passengers = \$319,950).

For budget purposes, the Committee is assuming that the average fare revenue after the increase will generate \$2.60 ( $\$2.60 \times 135,000$  passengers = \$351,000) – an increase of \$31,050.

The contract with Stock Transportation will increase by \$7,991 in 2017 (\$511,785 to \$519,776 in 2017). Additionally, the Transit Committee budgeted \$28,865 from its reserves in 2016 to offset transit operations. It is anticipated that the balance of this municipal transit reserve will not be available in 2017 as it will need to be used to offset the proposed fleet replacement.

Proposed Rate Increase Revenues	\$31,050
Increased Contract Costs	( 7,991)
<u>Decrease in Transfer from Reserves</u>	<u>(28,865)</u>
Estimated Net Benefit of Rate Increase	\$(5,806)

As illustrated above, the fare increase still does not generate enough revenues to offset the operational cost increases anticipated in 2017, nor does it provide any revenues for capital improvements to the system.

### **Alternatives**

1. Leave the rates status quo – this alternative is not being recommended as it would result in greater deficit to the Transit Budget resulting in increased municipal subsidy to the system (both Temiskaming Shores and Cobalt).
2. Increase the rates even higher – this alternative is not being recommended as the Committee felt that a greater increase may have a detrimental impact to the ridership numbers.

### **Submission**

Submitted for  
Council's consideration by:

“Original signed by”

---

Christopher W. Oslund  
City Manager

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

**By-law No. 2016-143**

**Being a by-law to amend By-law No. 2012-101, as amended  
being a by-law to Regulate Traffic and Parking of vehicles in  
the City of Temiskaming Shores – Prohibit parking on Mary  
Street (Bussing) and various other streets to accommodate  
STATO Trail**

**Whereas** Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores has adopted By-law No. 2012-101 on November 6, 2012 regulating traffic and parking of vehicles in the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. PW-037-2016 at the August 2, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-101 being a by-law to regulate Traffic and Parking for consideration at the August 2, 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 hereby amends By-law No. 2012-101, more specifically Appendix 04 – Parking Prohibited of Schedule “A” by adding the following prohibitions:

<b><u>Street</u></b>	<b><u>Side</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Mary Street	East	Whitewood Avenue	Dymond Avenue
Murray Street	North	Armstrong Street	May Street
May Street	West	Murray Street	Hessle Street
Hessle Street	North	McKelvie Street	Armstrong Street
Grant Drive	East	Wilson Drive	Drive-In Theatre Road
Laurette Street	East	Drive-In Theatre Road	Crystal Crescent

2. That this by-law shall come into force and take effect on the date of its final passing.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 6<sup>th</sup> day of September, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2016-144**

**Being a by-law to enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard Branch**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 Memo No. 023-2016-PW at the September 6, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Contribution Agreement with the Ministry of Industry (FedNor) under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard branch for consideration at the September 6, 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 the Mayor and Clerk be authorized to enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry (FedNor) under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard branch, a copy attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 25<sup>th</sup> day of August, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2016-144**

Agreement between

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

and

**Her Majesty the Queen in Right of Canada**

as represented by the Ministry of Industry (FedNor) for  
funding assistance to upgrade the Temiskaming Shores  
Library – New Liskeard branch



Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

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

Project No: 839-510952

## **CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT**

This Contribution Agreement is made as of **AUG 1 2 2016**

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** (“Her Majesty”) hereby represented by the Minister of Industry (the “Minister”).

**AND:** Corporation of the City of Temiskaming Shores (“Recipient”) a Municipality under the laws of Ontario

**WHEREAS** in its 2015 Budget, the Government of Canada allocated \$150 million to the newly created Canada 150 Community Infrastructure Program (“CIP 150”) to repair, rehabilitate and expand existing community infrastructure assets; and

**WHEREAS** the Minister has agreed to make a non-repayable contribution to the Recipient under the CIP 150 for the Project (as defined herein),

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, the Minister and the Recipient agree as follows:

### **1. Purpose of the Agreement**

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 funding in support of the Project (as defined herein).



## 2. Interpretation

2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

**Aboriginal Government** means a band council within the meaning of section 2 of the *Indian Act*; or a government authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement, given effect and declared valid by federal legislation.

**Agreement** means this agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

**CIP 150** means the Canada 150 Community Infrastructure Program as described in the recitals hereto.

**Contribution** means the contribution to Eligible Supported Costs in the amount stipulated in Subsection 4.1.

**Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

**Eligible Costs** means those costs incurred by the Recipient which, in the opinion of the Minister are reasonable and required to carry out the Project as more particularly described in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

**Eligible Supported Costs** means those Eligible Costs which are to be incurred between April 1, 2016 and the Program Expiry Date and that are designated for support under this Agreement as more particularly described in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

**Event of Default** means the events of default described in Subsection 12.1 hereof.

**Final Report** means the report described in Annex 3 – Reporting Requirements.

**Fiscal Year** means the Government of Canada's fiscal year beginning on April 1 of a year and ending on March 31 of the following year.

**Minister** means the Minister responsible for the Department of Industry or any one or more of his representatives.

**Northern Ontario** includes the following Census Divisions: Muskoka District municipality; Nipissing District; Parry Sound District; Manitoulin District; Sudbury District; Greater Sudbury Census Division; Timiskaming District; Cochrane District; Algoma District; Thunder Bay District; Rainy River District; and Kenora District.

**Parties** means the Minister and the Recipient and **Party** means any one of them.

**Program Expiry Date** means March 31, 2018.

**Project** means the Project described in Annex 1 – Statement of Work.

**Project Completion Date** means September 30, 2017

**Project Start Date** means August 1, 2016

**Stacking Limits** means the maximum total funding toward the Project, from federal, provincial and municipal government sources, expressed as a percentage of Total Eligible Costs as shown in Annex 1 – Statement of Work.

**Survival Period** means the period of six (6) years following the period determined in Subsection 3.1 as the duration of the Agreement.

**Total Eligible Costs** means the total costs of the Project as set out in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

- Annex 1 - Statement of Work**
- Annex 2 - Costing Guideline Memorandum**
- Annex 3 - Reporting Requirements**
- Annex 4 - Federal Visibility Requirements**

### **3. Duration of Agreement**

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
  - i) the Project Completion Date; or
  - ii) the Program Expiry Date; or
- (b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full, whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Survival Period.** Notwithstanding the provisions of Subsection 3.1 above, the rights and obligations described in the following sections shall survive and remain in full force and effect for the Survival Period:

Section 5 – Other Government Financial Support  
Subsection 6.6 – Overpayment or Non-Entitlement  
Subsections 7.3, 7.4, 7.5, 7.6 and 7.7 – Monitoring, Audit and Evaluation  
Subsection 8.1 (b) – Representations and Covenants  
Section 11 – Indemnification and Limitation of Liability  
Section 12 – Default and Remedies  
Section 13 – Project Assets  
Subsection 15.10 – Dispute Resolution

### **4. The Contribution**

4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project which shall not exceed 50% of the Total Eligible Costs and in an amount not exceeding the lesser of (a) and (b) as follows:

- (a) 50% of the Eligible Supported Costs of the Project incurred and paid by the Recipient as detailed in Annex 1 – Statement of Work; and
- (b) \$100,000

4.2 The payment of the Contribution per Fiscal Year is estimated at amounts as specified in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other fiscal years than those specified in Annex 1 – Statement of Work.

4.3 The Recipient acknowledges that, notwithstanding the Date of Acceptance of this Agreement, the Minister will not reimburse costs incurred by it prior to April 1, 2016 or later than the Program Expiry Date.

- 4.4 The Minister shall not contribute to any Eligible Supported Costs incurred by the Recipient which could cause the Contribution, noted in Subsection 4.1 herein to be exceeded.
- 4.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount until:
- (a) the Project is completed;
  - (b) the Recipient has satisfied all the conditions of this Agreement;
  - (c) the Final Report described in Subsection 6.4(a)(iii) has been submitted to the satisfaction of the Minister;
  - (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
  - (e) the Minister has approved the final claim described in Subsection 6.4.

## **5. Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project, no other federal, provincial or municipal government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%).

## **6. Claims and Payments**

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.

**6.2 Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible Supported Costs incurred and paid, not less frequently than semi-annually or more frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:

- (a) an itemized summary by cost category of Eligible Supported Costs incurred and paid;
- (b) a progress report of the claim as it relates to Annex 1 – Statement of Work;
- (c) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and of all supporting information provided;
- (d) substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

**6.3 Advance Payments.**

- (a) Where the Minister is satisfied, based on the risk assessment of the funding, and has determined that the Recipient's cash flow requirements justify the need for an advance of the Contribution, the Minister may, at his or her sole discretion, make an advance payment to the Recipient, subject to the following:
  - (i) The Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the period for which the advance payment has been requested along with any documentation that the Minister may reasonably request.
  - (ii) The Recipient shall account by way of a claim form, to the satisfaction of the Minister, for the use of any advances.
- (b) If the amount of the advance exceeds the amount of Eligible Supported Costs incurred during the period for which the advance payment was made, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

**6.4 Final Claim Procedures.**

- (a) In addition to the requirements set out in Subsection 6.2, the Recipient's final claim for any Eligible Supported Costs and/or the final reconciliation of any outstanding advances shall be accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - (i) a final statement of total Project Costs;
  - (ii) a statement of the total funding provided from all sources for the Project, including other government funding support received or requested;

- (iii) a Final Report as described in Annex 3 – Reporting Requirements; and
  - (iv) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible Supported Costs submitted for payment.
- (b) The Recipient shall submit the final claim for reimbursement to the satisfaction of the Minister no later than three (3) months after the Project is completed.
  - (c) The Minister shall have no obligation to pay any claims submitted after this date.

**6.5 Payment Procedures.**

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Supported Costs claimed have been paid.
- (d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

**6.6 Overpayment or Non-Entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to the Minister and shall be recovered as such from the Recipient. The Recipient shall repay the Minister within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, from the date of the notice until payment is received by the Minister.

**6.7** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue as a result of the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

**7. Monitoring, Audit and Evaluation**

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, satisfactory in scope and detail, in order to allow the Minister to assess the outcome and costs of the Project.
- 7.2 Upon request of the Minister and at no cost to him or her, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project Costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project;
  - (c) supply promptly, on request, such other data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.4 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Project Costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Industry Canada officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.6 The Recipient agrees that the Minister, at his or her expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.

**7.7 Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

## **8. Representations and Covenants**

**8.1** The Recipient represents and warrants that

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) it has acquired, at its own expense, general liability insurance and property damage insurance, in an adequate amount consistent with the scope of the operations and the Project that a prudent person carrying out a project similar to the Project would maintain, and will maintain such for the duration of the Agreement and the Survival Period;
- (c) the signatory(ies) to this Agreement, on behalf of the Recipient, has(ve) been duly authorized to execute and deliver this Agreement;
- (d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;



- (e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (g) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (h) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and,
- (i) the description of the Project in Annex 1 – Statement of Work is complete and accurate.

8.2 The Recipient covenants and agrees that:

- (a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.
- (b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.
- (c) the Project is located in Northern Ontario.
- (d) it shall use the Contribution solely and exclusively to support the Eligible Supported Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum, it shall carry out the Project in a diligent and professional manner, using qualified personnel and it shall complete the Project on or before the Project Completion Date.

- (e) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.
- (f) it shall not make any changes to its objects or purpose as stated in its constating documents without the prior written consent of the Minister.

**9. Official Languages**

The Recipient agrees that main signage related to the Project will be provided in both official languages.

**10. Environmental and Other Requirements**

- 10.1 The Recipient represents that any environmental issues or concerns relating to the Project which are known or ought to be known to the Recipient have been disclosed to the Minister, and the Recipient shall inform the Minister of any environmental issue or concern regarding the Project which arise during the term of this Agreement.
- 10.2 The Recipient agrees to comply with all federal, provincial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection.
- 10.3 The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon the Minister satisfying any obligation that he may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

**11. Indemnification and Limitation of Liability**

- 11.1 The Recipient shall at all times indemnify and save harmless the Minister, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
  - (a) the Project, its operation, conduct or any other aspect thereof;
  - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;

- (c) the design, construction, operation, maintenance and repair of any part of the Project; or,
  - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of the Minister, in the performance of his or her duties.
- 11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.3 The Minister will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

**12. Default and Remedies**

- 12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:
- (a) the Recipient fails to proceed diligently with the Project, or abandons the Project in whole or in part, or the Project is not completed by the Project Completion Date;
  - (b) the Recipient makes a materially false or misleading statement concerning support by the Minister in any internal and/or public communication, other than in good faith;
  - (c) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
  - (d) an order is made or the Recipient has passed a resolution for the winding up or liquidation of the Recipient, or the Recipient is dissolved;
  - (e) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
  - (f) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Minister, in this Agreement or in its application for the Contribution; or
  - (g) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement.

**12.2 Notice and Rectification Period.** Except in the case of default under Subsection 12.1 (d) (e) and (f), the Minister will not declare that an Event of Default has occurred unless he or she has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred.

**12.3 Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to the Minister all or part of the Contribution, and that amount is a debt due to the Minister and may be recovered as such.

**12.4** The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by the Minister in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

### **13. Project Assets**

**13.1** The Recipient shall retain title to, and ownership of any assets, including intellectual property, the cost of which has been contributed to by the Minister under this Agreement and, save as herein otherwise provided, shall not dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister, which consent may include conditions.

### **14. Miscellaneous**

**14.1** The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

14.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) it is and any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.

## 15. General

15.1 **Debt due to Canada.** Any amount owed to the Minister under this Agreement shall constitute a debt due and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.

15.2 **Interest.** Debts due to the Minister will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by the Minister. Any such amount is a debt due to the Minister and is recoverable as such.

- 15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to the Minister under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 15.7 **Confidentiality.** Subject to the *Access to Information Act (Canada)*, the *Privacy Act*, the *Library and Archives of Canada Act* and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 15.8 **Waiver of Confidentiality.** Notwithstanding subsection 15.7, the Recipient waives any confidentiality rights to the extent such rights would impede the Minister from fulfilling his notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.9 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 15.10 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 15.11 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

- 15.12 No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between the Minister and the Recipient, or between the Minister and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 15.13 No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.14 Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act* (Canada), to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 15.15 No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 15.16 Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 15.17 Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.18 Notice of Termination.** The Minister will notify the Recipient with a minimum of 3 months advance notice of a termination or reduction in the amount of the Contribution for this Project in the event the CIP 150 Terms and Condition are terminated or amended.

**16. Notice**

16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada / FedNor  
19 Lisgar Street, Suite 307  
Sudbury, ON P3E 3L4

**Attention: Canada 150 Community Infrastructure Program**  
or to such other address, as is designated by the Minister in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J 1K0  
With a copy to: Mayor Carman Kidd

16.4 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

**17. Special Conditions**

17.1 As a condition precedent to initial disbursement:

- (a) the Recipient agrees to provide the Minister upon request, certified copies of the Recipient's constating documents, by-laws and / or the resolution authorizing the entering into of this Agreement; and
- (b) the Recipient agrees to provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

17.2 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.



**18. Acceptance**


**The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 839-510952

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
As represented by the Minister of Industry**

Per:  Date: AUG 12 2016  
Industry Canada / FedNor

Corporation of the City of Temiskaming Shores  
Per:  Date: \_\_\_\_\_  
MAYOR - CARMAN KIDO

I have authority to bind the Recipient.

Per:  Date: \_\_\_\_\_  
CLERK - DAVID B. TRBEN

I have authority to bind the Recipient.

**ANNEX 1**

**STATEMENT OF WORK**

Recipient: Corporation of the City of Temiskaming Shores  
 Project Title: Improvements to the New Liskeard Branch of the Temiskaming Shores Public Library  
 Project Location: New Liskeard

**PROJECT DESCRIPTION:**

The Corporation of the City of Temiskaming Shores is requesting funding to upgrade a heritage Library in New Liskeard to ensure the condition of the building envelope meets today's building code standards as well as the Ontario Heritage Act. This includes a roof replacement, masonry work and stabilizations of a parapet wall. The masonry work shall include repointing of all mortar around stone work, and re-mortar stone as required.

Project Start Date: August 1, 2016  
 Project Completion Date: September 30, 2017

**INDUSTRY CANADA / FEDNOR CONTRIBUTION BY FISCAL YEAR**

<b>2016/2017</b>	<b>2017/2018</b>	<b>Total</b>
\$50,000	\$50,000	\$100,000

**PROJECT COSTS AND FINANCING**

Project Costs		Financing		% of Total Eligible Costs
<u>Eligible Costs</u>		IC / FedNor	\$100,000	50%
- Supported	\$200,000	Other Federal (incl. Gas Tax Fund)		
- Not Supported		Provincial		
<u>Ineligible Costs</u>		Municipal		
		Recipient	\$100,000	50%
		Other (specify)		
Total \$200,000		Total \$200,000		100%

Summary of Stacking Limits	
Total Eligible Costs	\$200,000
Total Government Contributions (Federal , Provincial and Municipal)	\$100,000
Stacking Limit – All Government Sources (%)	50 %

Eligible Costs:	Supported	Not Supported	Total
Costs to rehabilitate or improve fixed capital assets	\$175,000		\$175,000
Fees paid to professionals, technical personnel, consultants and contractors	\$20,000		\$20,000
Costs of environment assessments			
Costs of any public announcement and official ceremony	\$5,000		\$5,000
Other direct and necessary costs			
Other			
<b>Total Eligible Costs</b>	<b>\$200,000</b>		<b>\$200,000</b>
Ineligible Costs			
<b>Total Ineligible Costs</b>			
<b>TOTAL PROJECT COSTS</b>			<b>\$200,000</b>

**Please Note:**

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
- 2) Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- 3) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

Employees: \$ 0  
Materials: \$ 0  
Equipment: \$ 0

**ADDITIONAL REQUIREMENTS:**

N/A

**ANNEX 2****COSTING GUIDELINE MEMORANDUM****1.0 General Conditions**

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

- (a) directly related to the intent of the Project,
- (b) reasonable,
- (c) appear in Annex 1 - Statement of Work,
- (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient, and
- (e) constitute Eligible Costs as defined in Section 2.0 of this Annex.

1.2 Eligible Supported Costs submitted for reimbursement are identified in Annex 1 – Statement of Work, and must be net of any refund or eligible tax credits (including HST). In order to have the HST approved as an Eligible Supported Cost, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

**2.0 Eligible Costs**

Eligible Costs shall only include the following:

- (a) costs to rehabilitate or improve fixed capital assets of community infrastructure, including expansions;
- (b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the Project;
- (c) costs of environmental assessments, mitigation measures, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act, 2012* or equivalent legislation;
- (d) costs of any public announcement and official ceremony, or of any temporary or permanent signage as further described in Subsection 2.2 below; and
- (e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister.

## 2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

- (a) the Recipient satisfies the Minister that it is not economically feasible to tender a contract;
- (b) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- (c) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

## 2.2 Communications

- (a) For the purposes of events, Eligible Costs include the following:
  - Printing and mailing invitations;
  - Light refreshments;
  - Project material for display and/or media kit;
  - Signage; and,
  - Rentals such as: flagpoles, stage, chairs, podium, PA system.
- (b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

### **3.0 Ineligible Costs**

Costs related to the following items are ineligible costs:

- (a) services or works that, in the opinion of the Minister, are normally provided by the Recipient or a related party;
- (b) salaries and other employment benefits of any employees of the Recipient except as indicated in Subsection 2.1 above;
- (c) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (d) cost of feasibility and planning studies;
- (e) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (f) any loan interest or other finance charges;
- (g) cost of land or any interest therein (including easements), and related costs;
- (h) legal fees;
- (i) cost of leasing of equipment by the recipient except for as indicated in Subsection 2.1 above;
- (j) temporary installations;
- (k) moveable equipment, including but not limited to motorized vehicles, furniture, computers and sports equipment;
- (l) the value of any goods and services which are received through donations or in kind;
- (m) costs for food and entertainment except as indicated in Subsection 2.2 above;
- (n) routine maintenance costs; and,
- (o) for the purposes of communications events, ineligible costs include the following: alcoholic beverages, china, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, gifts, and honorariums.

## ANNEX 3

### REPORTING REQUIREMENTS

- 1) **Progress Reports.** All approved recipients will be required to submit progress reports, based on the risk assessment of the funding, in a form prescribed by the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. The progress report should detail progress on the implementation of the Project, and an overall update on the Project status.
  
- 2) **Final Report.** In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report in a form prescribed by the Minister, which shall include a summary of Project activities completed; a summary of the Project objectives achieved; a summary of how the Project outcomes fostered regional / community-based partnerships; and a summary of how the Project outcomes contributed to modernizing existing community infrastructure facilities or assets.



## ANNEX 4

### FEDERAL VISIBILITY REQUIREMENTS

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister.
2. The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements – Canada 150 Community Infrastructure Program section of the FedNor website ([fednor.gc.ca](http://fednor.gc.ca)), located under Resources.
3. The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada) including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements – Canada 150 Community Infrastructure Program section of the FedNor website ([fednor.gc.ca](http://fednor.gc.ca)), located under Resources.
4. The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

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

**By-law No. 2016-145**

**Being a by-law to enter into an agreement with EXP Services Inc. for Contract Administration and Project Management for the construction of the Gray Road Sanitary Lift Station, Elm Avenue Sanitary Lift Station and Elm Avenue Reconstruction**

**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-042-2016 at the September 6, Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for Contract Administration and Project Management for the construction of the Gray Road Sanitary Lift Station, Elm Avenue Sanitary Lift Station and Elm Avenue Reconstruction Project at an upset limit of \$380,560.80 plus applicable taxes for consideration at the September 6, 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 Contract Administration and Project Management for the construction of the Gray Road Sanitary Lift Station, Elm Avenue Sanitary Lift Station and Elm Avenue Reconstruction Project at an upset limit of \$380,560.80 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 6<sup>th</sup> day of September, 2016.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-145**

Agreement between

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

and

**EXP Services Inc.**

for Contract Administration and Project Management  
for the Gray Road Sanitary Lift Station, Elm Avenue  
Sanitary Lift Station and Elm Avenue Reconstruction  
Project

**This agreement** made in duplicate this 6<sup>th</sup>, day of September, 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) Do and fulfill everything indicated in EXP Services Inc. letter dated August 15, 2016 for Project No. NWL-1601029 – Project Management, a copy of which is attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Three Hundred and Eighty Thousand, Five Hundred and Sixty Dollars and Eighty Cents (\$380,560.80) 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 Dombroski, P. Eng.

\_\_\_\_\_  
Witness – Annette Neill

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-145**

Form of Agreement



August 15, 2016.

Doug Walsh, Director of Public Works,  
The Corporation of the City of Temiskaming Shores,  
325 Farr Drive,  
Haileybury, Ontario.  
P0J 1K0

Re: Project No. NWL- 1601029  
**Gray Road Lift Station, Elm Avenue. Reconstruction, Elm Avenue Lift Station Project  
Management, Tendering Services and Construction Services.**

Dear Mr. Walsh:

As requested by the City of Temiskaming Shores, **exp** Services Inc. is pleased to provide an estimate for project management, revisions to the contract drawings, tendering assistance, contract administration, construction supervision and project closeout services for the Gray Road Sewage Lift Station Project and for the Reconstruction of Elm Avenue for the Estimated price of **\$380,560.80 plus HST.**

The breakdown of services included in this price is as follows:

Task	Gray Rd	Elm St	Total Estimate
Project Management	\$8,100.00	\$2,700.00	\$10,800.00
Finalize Design	\$4,800.00	\$4,800.00	\$9,600.00
Tender Assistance	\$5,200.00	\$2,400.00	\$7,600.00
Contract Administration	\$12,000.00	\$8,000.00	\$20,000.00
Contract Administration Engineering Review	\$8,100.00		\$8,100.00
Inspection Services Senior	\$140,400.00	\$46,800.00	\$187,200.00
Inspection Services	\$25,855.20	\$77,565.60	\$103,420.80
Inspection Services year 2 (Gray Rd)	\$24,240.00		\$24,240.00
Project Closeout	\$7,200.00	\$2,400.00	\$9,600.00

<b>Totals</b>	<b>\$235,895.20</b>	<b>\$144,665.60</b>	<b>\$380,560.80</b>
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## **1.0 Project Management**

- Liaison with City throughout design process
- Establish completion schedule and set milestones and conduct regular reviews to ensure time lines are met.
- Identify deviations including costs and impacts.
- Provide liaison with all stakeholders so that communications between parties are kept open.
- Provide technical assistance during tender period, respond to questions and issue addenda, as necessary.
- Review tenders received for content and mathematical correctness and make recommendations for award.
- Provide liaison with utilities to co-ordinate any relocation.
- Ensure project maintains budget and schedule.

## **2.0 Finalize Design**

- Complete resizing of Elm lift station pumps
- Combine designs into one tender package

## **3.0 Tender Assistance Finalize Design**

During the tendering period we will provide the following services to the municipality:

### ***3.1 Tender Documents***

- prepare project for tender and in consultation with the with City throughout design process
- Finalize all design details and Identify deviations including costs and impacts.
- Assist in posting the tender.

### ***3.2 Tender Period Assistance***

- Attend pre bid site meetings to provide assistance and clarification to attending bidders
- Provide technical assistance during tender period, respond to questions and issue addenda, as necessary.
- Conduct tendering opening
- Evaluate tender submissions for completeness and accuracy;
- Prepare a tender report summarizing the submitted bids and identify the lowest acceptable bidder.
- Issue the award of contract and notices to commence work once the Municipality has selected the winning bidder

## **4.0 Contract Administration**

Exp's Contract Administration Services include at a minimum:

- Respond to Contractors Request for Information
- Review shop drawings to ensure conformity with the contract specifications
- Provide on site senior supervisory staff to control all aspects of construction activities.
- Review contractor's monthly invoices for accuracy and issue payment certificate.
- Monitor contractor's quality control procedures and provide monitoring and testing QA services to ensure compliance with the contract specifications.
- Document all deviations from the contract plans and specifications, including the reason for the deviation, associated costs or savings, and advise the municipality of the deviation and obtain permission to implement it, if necessary.
- Monitor all pay quantities, identify major variations and the reasons for them and keep the municipality informed of the status and costs.
- Document the location of all permanent fixtures installed, and provide a complete set of 'as built' drawing to the City for permanent records.
- Issue written notices to the contractor of any deficiencies in the work and corrective actions required.
- Issue written instructions to the contractor for any necessary design changes, including requests for quotation for any related costs or savings.
- Review and approve/disapprove contractor's quotations for extra work and additions or deletions from the contract.
- Monitor contractor's traffic control measures to ensure compliance with the Roadside Safety Manual and the contract specifications and to ensure the safety of the travelling public.
- Monitor the contractor's environmental mitigation measures, and issue notices of corrective measures required.
- Provide communication with residents affected by the contractor's operations to ensure they are aware of ongoing and upcoming activities, document any concerns and notify the contractor of corrective measures required.
- Ensure that all emergency services (police, fire, ambulance) are kept advised of any and all temporary closures and traffic restrictions.

## **5.0 Construction Inspection Services**

- For the purpose of this proposal, it is understood that the construction phase will occur during the fall of 2016 and continue through until the fall of 2017, a 9.6-hour work day has been assumed
- Maintain a daily record (Inspector's Diary) of the Contractor's operation on site, including resources, personnel, hours of work, materials used and weather conditions.
- Provide basic horizontal and vertical control for the Contractor, in the form of a reference line and a series of geodetic benchmarks along the project.
- Conduct periodic spot checks on the Contractor's line and grade.
- Provide regular inspection of the Contractor's work to ensure that it is being completed in accordance with the contract.
- Advise the Contractor and the City, in writing, regarding any deficiencies in the work; review the Contractor's corrective measures to ensure conformance with the contract.

- Complete all require field testing and inspection of materials and equipment installed under the contract, excluding the specialized testing noted in Section 2.2.3 above.
- Investigate and document any unforeseen circumstances that may occur during construction, and promptly notify the City, as well as the Contractor if he is unaware.
- Conduct a final inspection at the conclusion of the contract, as part of the acceptance process; compile a written record of any deficiencies and provide copies to the Contractor and the City, for the purpose of remedial action.
- Record three-dimensional field measurements to all nodal points and objects constructed under the contract, for the purpose of modifying the contract drawings to reflect the "as built" configurations and locations of the work.

## **6.0 Post-Construction**

- Ensure that all final payment quantities have been calculated and confirmed with Contractor; conduct negotiations with the Contractor as may be required to resolve quantity and payment issues.
- Ensure that all required contract change orders and post-construction payment certificates are prepared and issued in a timely fashion.
- Ensure that any deficiencies that appear in the work during the post-construction guarantee period, are identified and brought to the attention of the Contractor; ensure that all remedial work is completed in a timely fashion, in conformance with the contract.
- Prepare "as built" drawings from the field measurements recorded during the inspection of the construction operation and provide digital copies to the City.

Billing will be as per hours charged. We trust our breakdown of serviced meet the needs of the project. Should you have questions please contact the undersigned.

Yours truly,

Nolan Dombroski P. Eng.  
Infrastructure Manger, New Liskeard

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2016-146**

#### **Being a by-law to enter into an agreement with G. Belanger Construction for the replacement of flooring at the Haileybury Medical Centre**

**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-044-2016 at the September 6, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with G. Belanger Construction for the replacement of flooring at the Haileybury Medical Centre at an upset limit of \$22,990 plus applicable taxes for consideration at the September 6, 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 G. Belanger Construction for the installation of flooring at the Haileybury Medical Centre at an upset limit of \$22,990 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 25<sup>th</sup> day of August, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law 2016-146**

Agreement between

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

and

**G. Belanger Construction**

for replacement of flooring at the Haileybury Medical  
Centre

**This agreement** made in duplicate this 6<sup>th</sup> day of September, 2016.

Between:

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

(hereinafter called “the Owner”)

and

**G. Belanger Construction**

(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Do and fulfill everything indicated in Request for Proposal PW-RFP-013-2016;
- b) Complete work in accordance to Proposal Submission, a copy of which is attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Twenty-Two Thousand, Nine Hundred and Ninety Dollars and Zero Cents (\$22,990.00) 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:

**G. Belanger Construction**  
349 Niven Street South  
Haileybury, Ontario  
P0J 1P0

The Owner:

**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 )

**G. Belanger Construction**

Contractor's Seal )  
(if applicable) )

\_\_\_\_\_  
President - Steve Belanger

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Witness – Danny Belanger

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01 to  
Schedule "A" to

**By-law No. 2016-146**

Proposal Submission



**City of Temiskaming Shores**  
**PW-RFP-013-2016**  
Flooring Upgrades at Haileybury Medical Centre

PW-RFP-013-2016

Consultant's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, 1644149 Ontario LTD a/o G. Belanger Coust.  
(Registered Company Name/Individuals Name)

Of, 349 nivew street Haileybury, P05 1K0  
(Registered Address and Postal Code)

Business:

Phone Number (705) - 672-3416

Fax Number (705) - 672-2828

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
Lump Sum price (less HST)	\$ <u>20 250</u> <sup>00</sup>
Including HST	\$ <u>22 882</u> <sup>50</sup>



**City of Temiskaming Shores**  
**PW-RFP-013-2016**  
Flooring Upgrades at Haileybury Medical Centre

**NON COLLUSION AFFIDAVIT**

I/We G. Belanger Construction the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed

  
\_\_\_\_\_

Company Name

G. Belanger Construction  
\_\_\_\_\_

Title

President.  
\_\_\_\_\_



City of Temiskaming Shores  
PW-RFP-013-2016

Flooring Upgrades at Haileybury Medical Centre

**City of Temiskaming Shores**  
**PW-RFP-013-2016**  
Flooring Upgrades at Haileybury Medical Centre

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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---

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In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Haileybury this 18 day of August, 2016.

FIRM NAME:

G. Belanger Construction

BIDDER'S AUTHORIZED OFFICIAL:

Steve Belanger

TITLE:

President

SIGNATURE:

[Signature]



Phone: 705-672-3416

Fax: 705-672-2828

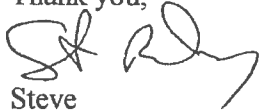
1644149 ONTARIO LTD.  
349 Niven St. South, Haileybury, ON. P0J 1K0  
[gbelanger@ntl.sympatico.ca](mailto:gbelanger@ntl.sympatico.ca)

Date: August 24, 2016

Mitch

Included in the price of my tender for Flooring at the Medical Centre in Haileybury, I had allowed 250 dollars plus HST for dumping feed.  
You can remove for cost savings.

Thank you,



Steve

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

**By-law No. 2016-147**

**Being a by-law to confirm certain proceedings of Council of  
The Corporation of the City of Temiskaming Shores for its  
Special meeting held on August 25 and its Regular meeting  
held on September 6, 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 Special meeting held on **August 25, 2016** and its Regular meeting held on **September 6, 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 6<sup>th</sup> day of September, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen