



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, September 20, 2016
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

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

4. Approval of Agenda

Draft Motion

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

5. Disclosure of Pecuniary Interest and General Nature

6. Review and adoption of Council Minutes

Draft Motion

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

- a) Regular Meeting of Council – September 6, 2016

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

7.1. *Amendment to Building By-law No. 2013-052*

Purpose: Amend building permit fees to more accurately reflect construction costs.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Hugo Rivet – Head-to-Toe Sportswear

Re: Lake Temiskaming Craft Beer Festival de la bière du lac témiscamingue

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges the presentation from Hugo Rivet in regards to a proposed Lake Temiskaming Craft Beer Festival; and

That Council refers the proposal to the Corporate Services Committee for analysis and consideration.

b) Sue Weiss, President and Jan Edwards, Property Manager – Zone K-1 & Area Veterans Home Corporation

Re: Expression of Interest – Haileybury Public School

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges the presentation from the Zone K-1 & Area Veterans Home Corporation (K-1 Veterans) in regards to the repurposing of the former Haileybury Public School into a seniors' apartment building;

That Council acknowledges that the 90 day notice period to express interest by a preferred group (i.e. Municipality – Temiskaming Shores) expires on September 30, 2016;

That Council acknowledges receipt of the letter of Financial Commitment from the K-1 Veterans developer, CGV Developments, confirming that there will be no financial commitment or obligation by the City of Temiskaming Shores in acquisition of the Haileybury Public School; and

That Council hereby directs staff to submit an expression of Interest in the former Haileybury Public School on behalf of K-1 Veterans pending entering into an agreement with CGV Developments.

10. Communications

- a) Mike & Nikki Plante – 453 Ferguson Avenue

Re: Request – “No Parking” Sign

Reference: Referred to Protection to Persons and Property Committee

- b) Glenn Thibeault, Minister – Ministry of Energy

Re: Energy Consumer Protection Act amendments (Energy Contracts)

Reference: Referred to Municipal Clerk

- c) Alison Stanley, Information and Communications Officer - FONOM

Re: 2016 Summer Newsletter

Reference: Received for Information

- d) Brooke Ballantyne, Communications Coordinator – North Eastern Ontario Family and Children’s Services (NEOFACS)

Re: Proclamation – October 2016 as “Child Abuse Prevention Month”

Reference: Motion to be presented under New Business

- e) Bruce Bateman, Director Ontario Parks – Ministry of Natural Resources and Forestry

Re: Heritage Designation – Ottawa River to the Canadian Heritage Rivers System (Ontario portion)

Reference: Received for Information

- f) Clark Somerville, FCM President – Federation of Canadian Municipalities

Re: Appointment of Community Leader – 2017 Canada 150 Events representative

Reference: Received for Information

- g) Monique Chartrand, Executive Director – Victim Services of Temiskaming & District

Re: Safeguarding our Seniors Conference – October 11, 2016 – Riverside Place

Reference: Referred to the Age Friendly Community Committee

- h) Suzanne Huschilt, Acting Deputy Clerk – Municipality of Hastings Highlands

Re: Support – Bill 171, Highway Traffic Act Amendment (Waste Collection and Snow Plows)

Reference: Received for Information

- i) Kerry Schubert-Mackey, Director of Community Health – Timiskaming Health Unit

Re: Letter of Support for the City of Temiskaming Shores Age Friendly Community Plan

Reference: Received for Information

- j) M. M. (Marc) Bedard, Superintendent – Ontario Provincial Police

Re: 2017 Annual Billing Statements

Reference: Referred to the Treasurer

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. j) 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 Committee of Adjustment meeting held on July 27, 2016;
- b) Minutes of the Temiskaming Shores Public Library (New Liskeard Branch) Building Committee held on September 8, 2016;
- c) Minutes of the Timiskaming Board of Health meeting held on June 29, 2016;
- d) Second Quarter Board Report (January – June 2016) from the Timiskaming Health Unit Board of Health;
- e) Minutes of the Temiskaming Shores Police Services Board meeting held July 18, 2016; and
- f) Minutes of the Temiskaming Shores Police Services Board meeting held on July 18, 2016.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Building Maintenance Committee meeting held on July 26, 2016;
- b) Minutes of the Building Maintenance Committee meeting held on August 8, 2016; and
- c) Minutes of the Corporate Services Committee meeting held on July 26, 2016.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Proclamation – October 2016 as “Child Prevention Month”**

Draft Motion

Whereas Child Abuse Prevention Month, recognized through the Purple Ribbon Campaign, is a provincial campaign created to increase awareness and prevent child abuse and neglect; and

Whereas the goal of the Purple Ribbon Campaign is to raise public awareness relating to the signs of child abuse and to provide information on the importance of reporting child abuse and neglect; and

Whereas the City of Temiskaming Shores, in partnership with the North Eastern Ontario Family and Children’s Services, wishes to raise public awareness to prevent child abuse in our region.

Now therefore be it resolved that Council hereby proclaims the month of

October, 2016 as “**Child Abuse Prevention Month**” in the City of Temiskaming Shores.

b) Memo No. 014-2016-CGP – Northern Ontario Mining Showcase - 2017 Prospectors and Developers Association of Canada (PDAC) Convention

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2016-CGP;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Ministry of Industry (FedNor) for the 2017 Prospectors and Developers of Canada Convention for consideration at the September 20, 2016 Regular Council meeting.

c) Memo No. 021-2016-CS – Attendance of Council to various Annual Conferences

Draft Motion

Approval of Attendance at the PDAC Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2016-CS and approves the attendance of _____ and _____ to the Prospectors and Developers Association of Canada (PDAC) Convention scheduled for March 5 to March 8, 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.

Draft Motion

Approval of Attendance at the Northeastern Ontario Fire Education Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2016-CS and approves the attendance of _____ and _____ to the annual Northeastern Fire

Education Conference scheduled for March 30 to April 2, 2017 in Hunstville;
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.

Draft Motion

Approval of Attendance at the Federation of Northern Ontario Municipalities (FONOM) Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2016-CS and approves the attendance of _____ and _____ to the Federation of Northern Ontario Municipalities Conference scheduled for May 10 to May 12, 2017 in North Bay, Ontario; and

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

Draft Motion

Approval of Attendance at the Association of Municipalities of Ontario Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2016-CS and approves the attendance of _____ and _____ to the Association of Municipalities of Ontario Conference scheduled for August 19 to August 22, 2017 in Ottawa, Ontario; and

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

d) Administrative Report No. CS-014-2016 – Lease Agreement – Haileybury Arena Concession – New Liskeard Lions Club Hockey Team

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-014-2016;

That Council directs staff to prepare the necessary by-laws and lease agreement with the New Liskeard Lions Midget Hockey Club for the use of the Haileybury Arena Concession Stand from September 1, 2016 to April 30, 2018 for consideration at the October 4, 2016 Regular Council meeting.

e) Proclamation – Fire Prevention Week (October 9 – 15, 2016)

Draft Motion

Whereas the City of Temiskaming Shores is committed to ensuring the safety and security of all those living and visiting the City of Temiskaming Shores; and

Whereas fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas home fires killed more than 66 people in Ontario in 2013, according to the Office of the Fire Marshall and Emergency Management, and fire departments in Ontario responded to 7,191 home fires; and

Whereas working smoke alarms cut the risk of dying in reported home fires in half and three out of five home fire deaths result from fires in properties without working smoke alarms and in one-fifth of all homes with smoke alarms, none were working; and

Whereas when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

Whereas Temiskaming Shores residents should install smoke alarms in every sleeping room, outside each sleeping area, and on every level of the home and install smoke alarms and alert devices that meet the needs of the people who are deaf or hard of hearing; and

Whereas Temiskaming Shores residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas Temiskaming Shores Firefighters are dedicated to reducing the occurrence of home fire injuries through prevention and education; and

Whereas Temiskaming Shores residents are responsive to public education measurers and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas the 2016 Fire Prevention Week theme, ***“Don’t Wait, Check the Date! Replace Smoke Alarms Every 10 Years”*** effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

Now therefore be it resolved that Council for the City of Temiskaming Shores proclaims October 9th – 15th, 2016 as **“Fire Prevention Week”** in the City of Temiskaming Shores and urge all residents to test their smoke alarms at least every month by pushing the test button, and to support the many public activities and efforts of the Temiskaming Shores Fire Department during Fire Prevention Week.

f) **Memo No. 010-2016-RS – Ontario 150 Community Celebration Program**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 010-2016-RS;

That Council hereby supersedes Resolution No. 2016-431 dated August 25, to be replaced with the following:

That Council authorizes the submission of a funding application in the amount of \$43,221.12 (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 \$57,628.16 commemorating Canada’s 150th anniversary in 2017 with a municipal contribution of \$7,207.04; 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.

16. **By-laws**

Draft Motion

Be it resolved that:

- By-law No. 2016-148 Being a by-law to amend By-law No. 2005-118, as amended to appoint a Community Emergency Management Coordinator and Alternate for the City of Temiskaming Shores – Kelly Conlin
- By-law No. 2016-149 A by-law of The Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in principal amount of \$180,062.60 towards the cost of the vehicle replacement – 5 Year
- By-law No. 2016-150 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
- By-law No. 2016-151 Being a by-law to adopt an Age Friendly Community Plan for the City of Temiskaming Shores
- By-law No. 2016-152 Being a by-law to enact a Zoning By-law Amendment to rezone property from Manufacturing Industrial (M2) to Manufacturing Industrial Exception Two (M2-E2) in the Township of Dymond Zoning By-law 984 – 437099 Hawa Drive – Roll No. 54-18-020-001-027.14
- By-law No. 2016-153 Being a by-law to enter into an Agreement for an Employee Benefit Plan with Great West Life administered through Dibrina Sure Benefits Consulting Inc. – 2016-2017
- By-law No. 2016-154 Being a by-law to enter into an Agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the Northern Ontario Pavilion at the 2017 PDAC Event March 5 to 8, 2017 in Toronto

By-law No. 2016-155 Being a by-law to enter into a Lease Agreement with the New Liskeard Lions Midget Hockey club for operation of the Haileybury Arena Concession – September 2016 to April 2018

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2016-148;

By-law No. 2016-150;

By-law No. 2016-151;

By-law No. 2016-152;

By-law No. 2016-153;

By-law No. 2016-154; and

By-law No. 2016-155;

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, October 4, 2016 at 6:00 p.m.
- b) Regular – Tuesday, October 18, 2016 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2016-156 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 **September 20, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-156 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, September 6, 2016
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:01p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly and Mike McArthur

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
Steve Burnett, Technical & Environmental Compliance Coordinator

Regrets: Councillor Jeff Laferriere and Danny Whalen

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

Members of the Public: 10

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2016-441

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2016-442

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 – August 2, 2016
- b) Special Meeting of Council – August 25, 2016

Carried

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.

Mayor Kidd outlined that the purpose of this public meeting is to present to Council and the public details related to proposed amendment to By-law No. 2007-019 “Sign By-law” to permit the installation of a Freestanding Billboard at the North

Haven Plaza located at the Armstrong Street and Sharpe Street at the bottom of the Wabi Bridge.

Mayor Kidd stated that the meeting also allows the public to provide comments on the proposed amendment prior to Council making a decision and declared this to be an open public meeting and requested the Municipal Clerk, Dave Treen to outline the details of the proposed changes.

Municipal Clerk, Dave Treen provided background to the application in regards to existing zoning and compliance with Sign By-law No. 2007-019. It was noted that the 91.44 m (300 ft.) minimum horizontal distance to a Residential Zone cannot be met for either a standalone sign or a sign erected on top of the building.

Mr. Treen indicated that Council considered Administrative Report CGP-018-2016 resulting in Resolution No. 2016-405 directing staff to provide notice this public meeting and that notification was sent to residential properties within the 300 ft. radius as well as being posted in the Community Bulletin.

The public notice did not result in any written submissions either in favor or against the application. Internal departments were also circulated with objections received from Public Works indicating that based on the type of sign proposed MTO Sight Distances should be applied.

Mr. Treen indicated that the setbacks from the edge of the roadway contained within By-law No. 2007-019 are based on the size of the sign.

Mayor Kidd thanked Mr. Treen and inquired if the applicant wished to make a presentation on the proposed sign.

The applicant Mr. Yves Gauthier indicated that he is looking at the installation of an LED sign board as a number of vendors in the downtown core are interested in some type of billboard signage and feels his location and an LED sign board may be the best fit. Mr. Gauthier outlined that they have not determined the size of the sign as he would prefer to work with the City for the installation of an appropriate sized sign that would not be a deterrent or cause any issues. There are a lot of possibilities to control the signage (i.e. it could be shut down during the night or the lumens can be adjusted). Willing to work with Council and staff to develop the best solution that works good for all business and residents.

Mayor Kidd inquired if any members of Council would like to speak to this issue.

Councillor McArthur stated that the Public Works department has concerns for drivers and pedestrians and inquired as to Mr. Gauthier's opinion on this matter. Mr. Gauthier indicated that regardless of what you do there is the potential for distraction; however these types of signs are common in many towns and it does not seem to be an issue.

Councillor Hewitt outlined support for the recommendations by Public Works as it is a very busy intersection.

Councillor Jelly outlined without knowing the size of the sign which could make a difference and we certainly do not want something that will cause a distraction and looks forward with working with Mr. Gauthier on the issue.

Mr. Gauthier responded that the original intent was to determine from the City the maximum size of the sign that would be permitted and he would then consider a business case as to whether it would be feasible to them or not.

Mayor Kidd inquired as to whether the sign was a static sign or would it be flashing.

Mr. Gauthier responded that there are rules for LED signs, same images remains for so many seconds and then another advertisement is displayed.

Mayor Kidd thanked Mr. Gauthier for his presentation.

Mayor Kidd inquired if there were any members of the public present that would like to speak to this issue. With none Mayor Kidd declared that this public meeting is closed and Council will give due consideration to comments received this evening.

8. Question and Answer Period

Bruce Desrosiers & Christine Brownlee (spokesperson) – N Pt Lot 6, Con 3, Bucke Twp (West Road)

Christine Brownlee submitted various documents in relation to Mr. Desrosiers efforts to obtain a building permit for the construction of a residential dwelling. Mr. Desrosiers is upset that the Building Department will not issue a building permit without a Record of Site Condition (RSC) from the MOE.

Christine and Bruce expressed frustration with the process and feel they are being unfairly treated and if required to complete a RSC the cost may not permit the construction of the dwelling.

Mr. Desrosiers concluded by stating that if required to do a RSC he would consider legal action.

Mayor Kidd thanked Christine and Bruce and outlined that Council and staff would review the matter and respond.

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.

Mr. Celentano, Agent for the applicant, outlined that his client is seeking Council's support to approve the rezoning, based upon three reasons:

- 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". The Applicant's proposal for a site-specific rezoning to include limited retail activity is, in Mr. Celentano's view, consistent with the PPS.
- 2) ***The City of Temiskaming Shores Official Plan*** is the guiding land-use policy document for the City. The Plan refers to policies for "Employment Areas" in 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...". The subject lands are located on Hawn Drive in one of the City's Industrial Parks. The proposal contemplates a commercial retail use within an existing Industrial building, rather than a free-standing Commercial land use. In Mr. Celentano's opinion, the proposed use is in conformity with City's Official Plan policy.
- 3) ***The City of Temiskaming Shores Zoning Bylaw***, more specifically, Township of Dymond Zoning By-law No. 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.

Mr. Celentano concluded by indicating that for all of these reasons, the applicant is asking Council to consider approval of the proposed rezoning.

Mayor Kidd thanked Mr. Celentano and indicating that this matter will be considered later on in the agenda.

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

Resolution No. 2016-443

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2016-444

Moved by: Councillor Foley
Seconded by: Councillor McArthur

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.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2016-445

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

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.

Carried

13. Reports by Members of Council

Councillor McArthur reported on the following:

- AMO Conference: provided an update on the AMO conference in Windsor back in August with 1,800 delegates, 444 municipalities represented and opening meeting with Premier Wynne. Premier Wynne spoke to Hydro rates, OPP costs and working with Trudeau government for increased infrastructure funding. There was a great variety of topics discussed. Of note it was indicated that by the year 2020 the average tax payer will be paying around \$6,000 per year.

Councillor Jelly reported on the following:

- Ontario Assoc. of Police Services Boards: Met with OPP Police Commissioner and spoke about future planning. As far as the Police Services Act that has not been any indicating when the Act will be opened for review. The Minister will be in attendance at the fall seminar.

14. Notice of Motions

None

15. New Business

a) Proclamation of September 25 - 27, 2016 as “Culture Days”

Resolution No. 2016-446

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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 30th to October 2nd, 2016 as “**Culture Days**”.

Carried

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

Resolution No. 2016-447

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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**”.

Carried

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

Resolution No. 2016-448

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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. 2005-118 to appoint Kelly Conlin as a Community Emergency Management Coordinator Alternate.

Carried

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

Resolution No. 2016-449

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

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.

Carried

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

Resolution No. 2016-450

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2016-451

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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 Avenue Reconstruction Project in the amount of \$380,560.80 plus applicable taxes for consideration at the September 6, 2016 Regular Council meeting.

Carried

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

Resolution No. 2016-452

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. 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.

Carried

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

Resolution No. 2016-453

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2016-454

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. 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.

Carried

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

Resolution No. 2016-455

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2016-456

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2016-457

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Defeated

Resolution No. 2016-458

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. CGP-021-2016;

That Council approves 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. and directs staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law No. 984 to change the zoning on the property from Manufacturing Industrial (M2) to Manufacturing Industrial Exception Two (M2-E2) for consideration at the September 20, 2016 Regular Council meeting.

Carried

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

Resolution No. 2016-459

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2016-460

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2016-461

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2016-462

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. 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

Carried

16. By-laws

Resolution No. 2016-463

Moved by: Councillor Foley
Seconded by: Councillor McArthur

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.

Carried

Resolution No. 2016-464

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

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.

Carried

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

None

19. Closed Session

Resolution No. 2016-465

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:35 p.m. 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**

Carried

Resolution No. 2016-466

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 8:00 p.m.

Carried

Matters from Closed Session

- a) **Adoption of the August 2, 2016 – Closed Session Minutes**

Resolution No. 2016-467

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

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

Carried

- b) **Adoption of the August 25, 2016 – Closed Session Minutes**

Resolution No. 2016-468

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council approves the August 25, 2016 Closed Session Minutes as printed.

Carried

- c) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Public Works staffing – Confidential Administrative Report No. CS-011-2016**

Resolution No. 2016-469

Moved by: Councillor Jelly
Seconded by: Councillor Foley

That Council for the City of Temiskaming Shores hereby acknowledges receipt of Confidential Administrative Report No. CS-011-2016; and

That Council directs staff to proceed with the hiring process as outlined in the Collective Agreement for two (2) temporary Heavy Equipment Operators and two (2) temporary Equipment Operators within the Public Works Department.

Carried

- d) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update**

Staff reviewed the Human Resource update with Council.

20. **Confirming By-law**

Resolution No. 2016-470

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

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.

Carried

Resolution No. 2016-471

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

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.

Carried

21. Adjournment

Resolution No. 2016-472

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 8:03 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

Background

Council considered Administrative Report CGP-017-2016 at the August 2, 2016 Regular Council meeting. The report highlights are as follows:

- The fees for the issuance of Building Permits is governed through By-law No. 2013-052 “Building By-law”;
- Current fee structure is calculated based on the submission of the contract value as provided by the applicant;
- If there is a contract between the applicant and his/her contractor containing a dollar value for construction, the permit fee is based on that dollar value;
- Without a contract the fee is based on the estimate from the applicant, which may not be reflective of the actual construction costs;

Public Meeting

Admin Report CGP-017-2016 resulted in Resolution No. 2016-404 directing staff to provide notice for a public meeting prior to considering any amendments to the fee structure - Purpose for this evening;

Proposed Amendments

Permit fees shall be \$8.50 per thousand based on a value of contract price. If there is no contract price in a written agreement, the permit fee will be calculated by Building Department based on square footage.

The rates per sq. ft. vary depending on the type of construction.



Amendments to Building By-law No. 2013-052

Proposed Fee Structure (New Construction)

No Contract with builder with a contract price, the following would be used to calculate permit fee.

Residential	\$1.25 per sq ft
Residential Retrofit	\$0.75 per sq ft
Residential Accessory Building	\$0.60 per sq ft
Residential Deck	\$0.45 per sq ft
Seasonal Building no interior finish (insulation, sheeting, etc.)	\$0.75 per sq ft
Commercial/Industrial/Assembly/Institutional	\$2.25 per sq ft
Commercial/Industrial/Assembly/Institutional Retrofit	\$1.25 per sq ft
Commercial/Industrial/Assembly/Institutional Cold Storage	\$0.75 per sq ft

Current vs Amended fee Structure (no contract)

1) 2,000 ft² bungalow with 22x24 attached garage

Current: Approx. \$300,000 value therefore; $300 \times \$8.45 =$ **\$2,535.00 permit**

Proposed: $2,000 \text{ ft}^2 \times \$1.25 + 528 \text{ ft}^2 \times \$0.60 =$ **\$2,817.00 permit**

2) 24x24 Residential Garage

Current: Approx. \$25,000 value therefore; $25 \times \$8.45 =$ **\$211.00 permit**

Proposed: $576 \text{ ft}^2 \times \$0.60 =$ **\$345.00 permit**

Amendments to Building By-law No. 2013-052

Next Steps

Staff will be hosting a Contractor's night in November and among other benefits will permit an opportunity for further consultation on the proposed amendments for contractors unable to attend this public meeting;

Staff will prepare a supplemental Administrative Report recommending the consideration of a by-law to amend By-law No. 2013-052 with an effective date of January 1, 2017.

Lake Temiskaming Craft Beer Festival de la bière du lac témiscamingue

A tourism development project attracting people from
north eastern Ontario and north western Québec.

What is a craft beer festival?

- * Due to the popularity of craft beer operations in Ontario, festivals have been established as a means to promote and market the products
- * Craft beer events run from approx. 1pm to 11 pm daily. (this is not an all night party)
- * Craft beer events attract a mix of people that want to try new products and experience different tasting beer

Local committee

- * We have formed a local committee of business people and individuals to organise this event
- * We will be forming partnerships with local service clubs
- * Profits will be donated to a local organization or charity
- * Potential date of the mid July 2017 (Friday and Saturday)

Why do this?

- * Attract tourists to Temiskaming Shores and promote our beautiful area and Lake Temiskaming
- * Craft beer is a growing trend in northern Ontario with over 10 breweries in operation
- * Current trends show that people like to support locally brewed beer and spirits
- * Support a local community group or charity
- * Family event with inflatables. Face painting and use of city parks
- * Promote local musicians

What we need!

- * Support from the municipality in the form of funds and services
- * Use of Harbour Place free of charge for 2 days
- * Liability coverage on city insurance policy
- * Fencing, chairs, table, garbage cans etc..
- * Use of City Hall parking lot

Draft Budget

Revenues:

Brewery space	\$2,000	
Ticket sales	\$10,000	
Beverage sales	\$ 5,000	(50/50 split with brewers)
Corporate support	\$3,000	
City support	\$5,000	
Total Revenue	\$25,000	

Expenses:

Promotion/Marketing	\$6,000
Glassware	\$3,000
Entertainment	\$3,000
Wristbands/tickets/Print materials	\$3,000
LLBO licensing	\$500
Shelters	\$2,000
Total Expenses	\$17,500

Summary

- * Haileybury Beach, marina and Harbour Place offers one of the most attractive waterfronts in Ontario
- * Promote tourism with our Québec neighbors and increase traffic in our marina & Lake Temiskaming

**ZONE K-1 & AREA VETERANS HOME CORPORATION
PRESENTATION TO COUNCIL ON SEPTEMBER 20, 2016
PROPOSAL TO REPURPOSE HAILEYBURY PUBLIC SCHOOL
INTO AFFORDABLE SENIORS' HOUSING**

Mayor and Council, thank you for the opportunity to present this proposal to you. As you are well aware of, for some time now, Zone K-1 & Area Veterans Home Corporation has been seeking to find a way to provide additional affordable housing for seniors in Temiskaming Shores.

We currently operate a 25-unit apartment complex for seniors, 60 years and over, known as Island View Apartments. We enjoy a very low vacancy rate and currently have a seven-year wait list for our market units.

We have received CMHC SEED funding to conduct a needs study and to develop a business case. Working with CGV Developments and Harriman Planning we have completed the needs analysis and are now establishing the business case.

We have been looking at various sites for the construction of a 40-unit seniors' apartment building in the former Town of Haileybury. Our preferred site, up until July had been the property next to the Haileybury Medical Centre; but after review by CGV, it was determined not to be feasible.

In recent discussion, the availability of the Haileybury Public School (HPS) came to the attention of our Building Committee. We visited the site with CGV on August 29th and they have indicated that there may be significant savings in repurposing that building as opposed to a new construction. CGV has renovated or repurposed over 70 schools in their 40-year history in the construction business. They are anxious to have their engineers assess the building, which can only happen if a "preferred group" entity expresses interest in the property.

As you know, under the regulation governing the disposal of schools, the municipality is considered a preferred group. We have already spoken to Pearl Fong-West at the School Board regarding this proposal and she advised us to ask the City to make the request on our behalf. There is a 90-day notice period, so time is of the essence, and the request must be made to the school board by Friday, September 30th.

There are a number of reasons for us to pursue the idea of repurposing HPS instead of a new build which could include:

1. Potential for reduced capital cost of construction;
2. Potential for creating a seniors' service hub in the community bringing together therapists, mobile dentistry, foot care, etc. – rentals would offset operating costs;
3. Potential for creating spaces for use by community clubs and activities such as walking trails, etc.; and
4. It's an opportunity for the City to create good will in the community, at no cost.

We are asking Council to speak on our behalf to District School Board - Ontario North East to obtain the property for building affordable seniors' housing. You have in your packages, a letter of commitment from CGV Developments pledging to finance our not-for-profit corporation for the building project. This commitment covers the purchase of the property at the appraised

value. This means that the property would be secured at no cost to the City. We would assume all risk for the project.

This project is an opportunity to generate approximately \$8M of economic activity in Temiskaming Shores and to meet an urgent, well-documented need in the community for seniors' housing. CGV's standard practice is to use local trades as much as possible, and to source building materials locally. Several large construction projects undertaken recently in the municipality saw very little local economic benefit.

The "*10 Year Housing and Homelessness Plan*" for Temiskaming has identified specifically the need for more affordable housing units for seniors in the south end of the District. Further, the *Affordable Housing Business Plan, City of Temiskaming Shores, Ontario* dated November 2013, which was conducted by Stan Lawlor on behalf of the City, states "The population of Temiskaming Shores is aging at a rapid rate, as a result of youth outmigration and the migration of older people into the community from other Northern Ontario communities." The report also confirmed that "the aging trend...is projected to continue for at least 20 years, as a result of the continuing impact of the baby boom generation." We are trying to address the issues that have been outlined in these studies and, more recently, in the work of the Age Friendly Temiskaming Shores Committee. The *Age Friendly Temiskaming Shores Plan* identified the opportunity for the municipality "to develop partnerships to increase the number of affordable housing units for older adults."

You may be asking yourself, "Why would the municipality favour a not-for-profit venture over a private development?"

There are a number of valid reasons for doing so.

Firstly, Zone K-1 & Area Veterans Home Corporation has nearly 25 years of experience in providing seniors' housing in Temiskaming Shores. We have a solid business reputation and have operated with an agreement with DTSSAB to provide social housing for approximately 20 years.

Secondly, we are able to offer larger and more affordable units than most private developers because as a not-for-profit corporation we do not allow for any return on investment for shareholders as opposed to private developers who are driven by profits.

Of the forty proposed units, 19 will be 1-bedroom at approximately 500 square feet ranging from \$600 to \$850 per month. Five of these apartments will be classed as low mobility units, meaning lower counters and electrical outlets, adapted kitchen appliances etc. The Age Friendly Temiskaming Shores survey indicated that many seniors preferred 2-bedroom units. Therefore the remaining 21 units will be 2-bedroom apartments at approximately 643 square feet, renting for \$1,250.

The cooperation of the municipality in acting on our behalf will provide the opportunity for us to offer these affordable units. If we have to go to the public bidding process it is highly likely that all efforts to keep the units affordable will be lost.

Thirdly, our Corporation, unlike private developers, is mandated to provide housing for seniors only. Any new building that we undertake will have that same commitment. From the Age Friendly Temiskaming Shores survey and public consultations, we know that the majority of seniors prefer to live in seniors only buildings.

Another concern that may be raised is that the addition of 40-units will mean the potential for an additional 40 homes on the market. As seniors age, those homes will be on the market anyway, and unless we offer them suitable options for accommodations, these seniors will leave (as many already have) and relocate to other centers to meet their accommodation needs.

Our question to you tonight is: “Would you be willing to get involved in this project by submitting to District School Board ONE your expression of interest in the Haileybury Public School on our behalf?”

In closing, our Board of Directors has the vision for this project, but without the help of others, it will remain just that – a vision. I strongly believe that if the City, DTSSAB, our not-for-profit corporation and CGV Developments work together we can build something truly wonderful in our community for now and for generations to come.

Thank you.

Board of Directors

Sue Weiss – President

Lynda Thisdelle – Vice President

Pat Rhiness

Doug Bernstein

Roger Grignon

Larry Tessier

Jan Edwards – Property Manager



August 30th, 2016,

Zone K1 & Area Veterans Home Corp.
259 Gordon Drive,
Haileybury, Ontario, P0J 1K0

Attention: Ms. Jan Edwards - Director

Dear Ms. Edwards:

This Letter of Support is in favor of The Zone K1 & Area Veterans Home Corp and to be included as part of their submission, bid or inquiry to The City of Temiskaming Shores, The Temiskaming Shores DSSAB or The District School Board of Ontario, North East (DSBONE) relating to the acquisition of surplus school property or any other lands or buildings available.

CGV Developments has been working in partnership with The Zone K1 & Area Veterans Home Corp in an effort to bring about a mixture of much needed housing for Seniors in the form of; Affordable, Low-Mobility and Barrier Free accommodations in the Haileybury community.

Essentially, for over 40 years, CGV has been designing and building Commercial Buildings, Hospitals, Schools, Industrial Plants and Multi-Residential Housing across Northern Ontario. Recently, there has been a growing need for Seniors Accommodations in all communities in the North. Due to the lack of the capital budgets to meet the growing need, CGV Developments has further pledged its goodwill and financial resources to help further some of these meaningful community projects.

More specifically in Haileybury, CGV Developments Inc. has reviewed the Zone K1 & Area Veterans Home Corp Business and Financial Plan and has agree to provide Capital Financing for the Haileybury project in the amount of, up to: Eight Million, (**\$8,000,000.00**), Dollars.

The Capital Funds pledged to the Zone K1 & Area Veterans Home Corp by CGV Developments Inc. may be used for a combination of Land / Building Purchase and the Renovations of the same.

CGV Developments Inc. wishes to also confirm that there will be no financial commitment or obligation by The City of Temiskaming Shores, The Temiskaming Shores DSSAB or The District School Board of Ontario, North East (DSBONE) surrounding their involvement or support of the Haileybury School acquisition.

In addition, CGV Developments Inc. as part of its commitment to the community undertakes to make best efforts to purchase materials and labor within the District of Temiskaming Shores.

Please accept this letter and its content as commitment to the Zone K1 & Area Veterans Home Corp as it relates to the Surplus School Purchase Submission.


Feel free to contact the undersign for more information,


Regards,


David Butler

David Butler, CPA CMA
Development Manager & Financial Controller



 Tel: (705) 272.5404, Office

 Tel: (705) 271.7394, Cellular

 Fax: (705) 272.3453

 Email: d.butler@cgvbuilders.ca

 Email: d.butler@cgvdevelopments.ca

Web: www.cgvbuilders.ca

Facebook: www.facebook.com/cgvbuilders

Mike & Nikki Plante
453 Ferguson Avenue
Haileybury, Ontario
P0J 1K0

August 3, 2016

City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario.
P0J 1K0

Dear Mayor Kidd and Councillors:

RE: REQUEST TO HAVE "NO PARKING" SIGN ERECTED


We reside at 453 Ferguson Avenue – Apartment A. Since April, 2015 we have had a problem with people parking in front of our driveway and blocking our vehicle.

Our solution – erect a "No Parking" sign in front of our driveway.

It is extremely frustrating as there is ample on-street parking for vehicles, however, people continue to block our driveway. We have contacted both the by-law officer and the OPP, however, until a "No Parking" sign is erected there is not much they are able to do.

Your attention to this matter is greatly appreciated.

Yours truly,


Nikki Plante

Ministry of Energy

Office of the Minister

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

Ministère de l'Énergie

Bureau du ministre

4^e étage, édifice Hearst
900, rue Bay
Toronto ON M7A 2E1
Tél. : 416 327-6758
Télééc. : 416 327-6754



September 1, 2016

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



Dear Mayor Kidd:

I wanted to take this opportunity to update you on changes to legislation that will help protect electricity consumers from door-to-door energy contract sales.

Amendments to the *Energy Consumer Protection Act (ECPA)*, and the supporting regulation, provide increased protective measures for consumers when entering into energy contracts with electricity retailers and gas marketers. This includes measures aimed at protecting consumers against aggressive sales tactics and providing consumers with the ability to make more informed choices about energy purchases. Some of the key changes include:

- Banning door-to-door sales of retail energy contracts and creating rules to govern permissible marketing activity at the home of a consumer;
- Requiring that all retail energy contracts, including those entered into over the Internet, are subject to a standardized verification process;
- Authorizing the Ontario Energy Board (OEB), through its codes/rules, to require that prices offered by retailers and marketers be determined in accordance with specific requirements;
- Prohibiting sales agents selling energy retail contracts from being remunerated based on commission;
- New cancellation provisions that will also allow consumers to cancel an energy contract 30 days after receiving their second bill, with no cost; and
- Prohibiting auto-renewal for all energy contracts.

Provisions amending the ECPA will be proclaimed into force on January 1, 2017. Additionally, the amendments to O. Reg. 389/10 (General) made under the ECPA were filed with the Registrar of Regulations on June 24, 2016, with an effective date of January 1, 2017.

.../cont'd

The government works with the OEB to protect consumers. The OEB will update its codes of conduct and other regulatory documents to align with the amendments to the ECPA and O. Reg. 389/10.

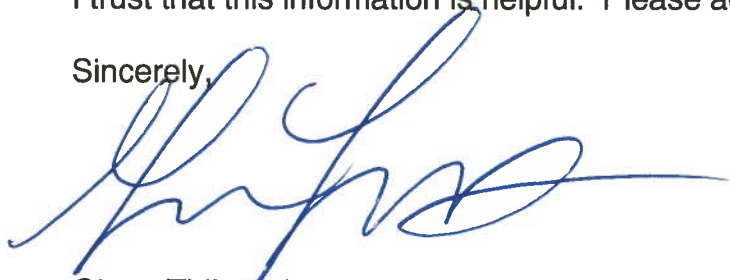
To view the amendments to O. Reg. 389/10, as filed with the Registrar of Regulations, please visit www.ontario.ca/laws/regulation/r16241.

These measures were enacted to support and protect Ontario's ratepayers in light of an evolving energy sector. The banning of door-to-door energy contracts, together with limiting high-pressure sales tactics, will help ensure that electricity consumers are better protected.

Strengthening consumer protection in the energy sector is part of the government's plan to build Ontario up, and we are committed to improving policies and processes that impact the everyday lives of Ontarians.

I trust that this information is helpful. Please accept my best wishes.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Glenn Thibeault', with a long horizontal flourish extending to the right.

Glenn Thibeault
Minister



Summer Newsletter 2016

Congratulations to the Town of Parry Sound who will host the annual FONOM conference in partnership with the Ministry of Municipal Affairs in 2018 and the City of Greater Sudbury who will host the conference in 2019.

Meeting of the Board of Directors held July 28, 2016 – The FONOM Board of Directors held the Election of Officers which saw the four members of the Executive continue in their role.

President - Mayor Alan Spacek (District of Cochrane)

First Vice President - Councillor Danny Whalen (District of Timiskaming)

Second Vice President - Mayor Brian Bigger (City of Greater Sudbury)

Past President - Councillor of Mac Bain (City of North Bay)

A number of issues were discussed including railway crossings, wildlife fencing, the Rural Economic Development Program, the Northern Ontario School of Medicine, among others.

2016 AMO Conference – During the conference, the FONOM Board of Directors met with members of the Provincial Cabinet, including Minister of Municipal Affairs, Hon. Bill Mauro; Minister of Northern Development and Mines, Hon. Michael Gravelle and Parliamentary Assistant, Joe Dickson; Minister of Energy, Hon. Glenn Thibeault; Minister of Health and Long-Term Care, Hon. Dr. Eric Hoskins; Minister of Natural Resources and Forestry, Hon. Kathryn McGarry; Minister of Transportation, Hon. Steven Del Duca; Minister of Community Safety and Correctional Services, Hon. David Oraziatti; and Minister of Environment and Climate Change, Hon. Glen Murray.

FONOM addressed several issues which included barriers to Northerners participating in provincial standing committee hearings, proposed changes to the Forest Management Planning Manual, fuel price regulation, energy costs, policing, Ontario's Climate Change Action Plan, the implementation of a long-term solution to non-urgent patient transfers, sustainability of hospitals outside the southern urban centres, the Northern Ontario School of Medicine and intercommunity bus modernization.

The Board also met with the PC Caucus, NDP Caucus and the Ontario Medical Association.

FONOM

The Federation of Northern Ontario Municipalities

Northern Hospitality Suite – The Northern Hospitality Suite which was hosted by FONOM and the Northwestern Ontario Municipal Association (NOMA) during the AMO Conference in Windsor was attended by several hundred guests throughout the evening. It provided a great opportunity to showcase Northern hospitality and delicious foods from communities across the region. We also extend a thank you to our partners who, without their generous support, the event would not have been possible!

Northern Leaders' Dialogue – Members of the FONOM Board attended the June 28th meeting of the Northern Leaders' Dialogue which was led by the Ministry of Northern Development and Mines, Minister Michael Gravelle and brought together municipal, First Nation and Métis leaders to discuss issues affecting our local communities across the North.

Next FONOM Board Meeting:

The next meeting of the FONOM Board of Directors will take place in Elliot Lake on September 9th.

City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury, ON, P0J 1K0
Phone: 705-672-3363
Fax: 705-672-2911

August 28, 2016

Dear Mayor Carman Kidd,

On behalf of North Eastern Ontario Family and Children's Services (NEOFACS), I am writing to request that October 1st to 31st, 2016 be proclaimed as Child Abuse Prevent Month in the city/town of Temiskaming Shores.

Child Abuse Prevention Month, recognized through the Purple Ribbon Campaign, is a provincial campaign created to increase awareness and prevent child abuse and neglect. Our Purple Ribbon Campaign's goal is to raise public awareness of the signs of child abuse and to provide information on why it is so important to report child abuse and neglect.

This year NEOFACS will work with community partners, government agencies and service organizations to increase public awareness.

In recognition of the importance of raising public awareness, we ask the city/town of Temiskaming Shores to issue a proclamation for Child Abuse Prevention Month.

We would be particularly honored to have you participate in a media photo, at a time, date and location of your preference. Members of the 2016 Purple Ribbon Planning Team will attend this photo opportunity.

We look forward to working with your office on this important endeavor and in representing our community in this major provincial campaign. Thank you for your consideration.

Thank you,

Brooke Ballantyne
Communications Coordinator
North Eastern Ontario Family and Children's Services



Brooke Ballantyne,
Communications Coordinator
705-360-7100 ext 5217

Brooke.ballantyne@neofacs.org





ONTARIO
PARKS

300 Water Street
Peterborough, ON
K9J 8M5

Telephone: (705) 755-1702
Facsimile: (705) 755-1701
www.OntarioParks.com

August 31, 2016



Mr. James Franks
Box 2050
Haileybury, ON P0J 1K0

Dear Mr. Franks:

I am pleased to inform you that the Minister of Environment and Climate Change Canada recently approved the designation of the Ontario portion of the Ottawa River to the Canadian Heritage Rivers System.

This designation will enable communities, businesses and conservation groups alike to utilize the Canadian Heritage Rivers brand to enhance opportunities for river conservation and heritage appreciation, facilitate business growth, promote tourism activities, and heighten community pride.

The designation of the Ottawa is only possible due to the grassroots leadership, support, hard work and persistence demonstrated by the Heritage River Designation Committee, extended team of volunteers and community partners.

I would like to take this opportunity to acknowledge your contribution to this project. Thank you for your passion and effort towards obtaining national recognition of the cultural heritage of the Ottawa River.

Yours truly

Bruce Bateman
Director, Ontario Parks
Ministry of Natural Resources and Forestry

September 2, 2016



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

Dear Mayor and Members of Council,

The Federation of Canadian Municipalities (FCM) is creating the official network of Canada 150 Community Leaders which presents a unique opportunity for local leaders across the country to get involved in the 150th anniversary of Confederation.

We are launching the Canada 150 Community Leaders network with an invitation to designate one or more leaders from your municipality. These individuals will serve as your local representatives at Canada 150 events in your community, as a touchpoint to share Canada 150 information and inspiration, and to be members of a legacy network that extends well beyond 2017.

A member of council can become a Community Leader or a prominent community representative can be identified. You can also choose more than one individual, ensuring a strong representation from your municipality.

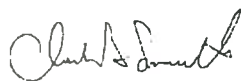
To help you identify a community leader we have developed the Canada 150 Community Leader web page at www.fcm.ca/Canada150. There you will find additional information and a form to submit your Community Leader's name.

I encourage you to review the information and to submit the name of your Community Leader in one of the following ways:

- Use the online form available at www.fcm.ca/Canada150,
- Complete the form included with this letter and return it by email, fax or mail using the instructions on the form, or
- Send us an email at CommunityLeadersCommunautaires@fcm.ca with the name of your Community Leader and their contact information.

Please send us the name (s) of your Community Leader(s) by October 15 or earlier. We hope you will join us in bringing the municipal voices to the forefront for the year-long celebrations, and for years to come.

Sincerely,



Clark Somerville
FCM President and Regional Councillor, Halton Hills

President
Président
Clark Somerville
Councillor
Regional Municipality of
Halton, ON

First Vice-President
Première vice-présidente
Jenny Gerbasi
Councillor
City of Winnipeg, MB

Second Vice-President
Deuxième vice-présidente
Sylvie Goneau
Conseillère
Ville de Gatineau, QC

Third Vice-President
Troisième vice-président
Bill Karsten
Councillor
Halifax Regional
Municipality, NS

Past President
Président sortant
Raymond Louie
Acting Mayor
City of Vancouver, BC

Chief Executive Officer
Chef de la direction
Brock Carlton
Ottawa, ON

24, rue Clarence Street,
Ottawa, Ontario K1N 5P3

T. 613-241-5221
F. 613-241-7440

www.fcm.ca





FEDERATION OF CANADIAN MUNICIPALITIES
 FÉDÉRATION CANADIENNE DES MUNICIPALITÉS



Identify Your Community Leaders for Canada 150

Thank you for making your municipality part of Canada's 150th celebration of Confederation. Please complete the form identifying your municipality and providing the contact details for one or more community leaders in your municipality. You may identify up to three community leaders.

Municipality:		Province/Territory:	
----------------------	--	----------------------------	--

Community Leader #1			
Suffix/Title:			
First Name:		Family name:	
Gender:			
Email:		Phone Number:	
Council Member, Community Association or Group to which Community Leader is associated (if appropriate):			

Community Leader #2			
Suffix/Title:			
First Name:		Family name:	
Gender:			
Email:		Phone Number:	
Council Member, Community Association or Group to which Community Leader is associated (if appropriate):			

SAFEGUARDING OUR SENIORS CONFERENCE



Judith Wahl
Executive Director
Advocacy Centre for the Elderly

The Timiskaming Elder Abuse Task Force is proudly hosting a one-day conference for Seniors & Service Providers from all sectors including LTC, Retirement Homes, Justice, Businesses, College and University students studying in health field and/or Social Services, Home Care Providers, Financial Institutions and other community services offered to seniors.

Special Keynote speaker Judith Wahl, lawyer and Executive Director of the Advocacy Centre for the Elderly (ACE) will cover topics such as: Misuse of Power of Attorney, Duty to report, LTC Act and Retirement Homes Act, Health Care Consent Act and Substitute Decision Making.

Judith has an Honours B.A. from the University of Toronto and an LL.B. from Osgoode Hall Law School. She was called to the Ontario Bar in 1979. She has been very active in advocating for the rights of older adults and in the development of elder law as an area of practice. As Executive Director, she has been central to the development of ACE as the first legal clinic focusing on elder law issues in Canada. Judith was the Chair of the Canadian Bar Association's Elder Law Section (2007-2009) and she was awarded the Queen Elizabeth II Diamond Jubilee Medal (2013).

Date: Tuesday, October 11, 2016
Time: 10 am to 3 pm
Location: Riverside Place New Liskeard
Cost: FREE
Lunch: provided

Organized by:



Funded by:



- Attendees will receive information regarding existing programs and services that are available throughout the Timiskaming District.
- Interactive Panel of Experts
- Discussions with case study
- Information on how you can assist your clients when Elder Abuse is suspected
- Existing tools and resources from Elder Abuse Ontario

TO REGISTER:

Please send email to:
temvcars@ntl.sympatico.ca

For more information please contact
Monique Chartrand at (705) 647-0096

Deadline to register: October 4th, 2016

Vivian Bloom
Mayor



**Tel: 613-338-2811 or
Toll Free 877-338-2818**
Extension 277
Fax: 613-338-3292

Pat Pilgrim
**Chief Administrative
Officer**

**#33011 Hwy 62, P.O Box 130
Maynooth, Ontario, K0L 2S0**

Email:
deputyclerk@hastingshighlands.ca

September 12, 2016

The Honourable Steven Del Duca
Minister of Transportation
77 Wellesley Street West
Ferguson Block, 3rd Floor
Toronto, ON M7A 1Z8
minister.mto@ontario.ca

Dear Minister Del Duca:

Please be advised that the Council of the Municipality of Hastings Highlands passed the following motion at the Regular Meeting of Council on September 7, 2016 regarding:

Bill 171, Highway Traffic Amendment Act (Waste Collection and Snow Plows) 2016

Resolution #466-2016

Motion Details
Moved by: Councillor Matheson
Seconded by: Councillor Robinson
CARRIED

THAT Council receives this report "Bill 171, Highway Traffic Amendment Act" provided by the Clerk/Manager of Corporate Services and;

THAT the Council of Hastings Highlands supports the Township of Carlow/Mayo in their request of support for Bill 171 Amendment and;

WHEREAS the Council of Hastings Highlands recognizes the importance of service vehicles as Waste Collection and Snowplows to be acknowledged the same as O.P.P, EMS and Fire vehicles when in operation for the health and safety of the operators of these vehicles in reducing injury or harm and;

THEREFORE BE IT RESOLVED that the Municipality of Hastings Highlands supports the amendments to Bill 171 extending the restrictions on approaching stopped emergency vehicles or tow trucks to approaching a stopped road service vehicle, this including vehicles for an entity such as a municipality in the course of collecting garbage or material for disposal or recycling from the side of a highway and road service vehicles for the purpose of plowing, salting or de-icing a highway or to apply chemicals or abrasives to a highway for snow or ice control and;

FURTHERMORE THAT a copy of this resolution be forwarded to the Township of Carlow/Mayo, the Hon. Del Duca, Minister of Transportation, Premier of Ontario, and all Ontario Municipalities.

Thank you for receiving our correspondence and considering the request.

Sincerely,



Suzanne Huschilt,
Acting Deputy Clerk

cc: The Township of Carlow/Mayo clerk@carlowmayo.ca
cc: The Premier of Ontario premiere@ontario.ca
cc: All Ontario Municipalities –will be sent in a separate email



Services de santé du

TIMISKAMING

Health Unit

Enhancing your health in so many ways.

Head Office:

247 Whitewood Avenue, Unit 43
PO Box 1090
New Liskeard, ON P0J 1P0
Tel.: 705-647-4305 Fax: 705-647-5779

Branch Offices:

Englehart Tel.: 705-544-2221 Fax: 705-544-8698
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

www.timiskaminghu.com

September 13, 2016

Dave Treen Municipal Clerk
Mayor and Council
City of Temiskaming Shores

Re: Letter of Support for the City of Temiskaming Shores Age Friendly Community Plan

The Timiskaming Health Unit would like to commend Mayor and Council and City Staff for their leadership and work on the Age Friendly Community Plan, currently before council for possible adoption pending analysis by staff related to staffing and budget implications. The evidence-informed approach and level of partnership and older adult engagement to form the plan, lead by City staff and carried out in partnership with others, was laudable.

As noted in the plan and the presentation to council, 20% of the City of Temiskaming Shores' population is aged 65 years and older, and the population is projected to keep aging. Creating an age friendly community demonstrates a commitment to the health and well-being of older adults, as well as others, and the recognition of older adults as valuable and contributing members of our community.

Age-friendly community benefits extend beyond older adults. Barrier-free buildings and streets enhance the mobility and independence of people with limited mobility, both young and old, parents with strollers, and those with physical disabilities. Safe and supportive environments allow children and families as well as older adults to have the confidence to participate in social, recreational, and leisure activities. Planning for accessible and affordable transportation benefits not only older adults who may no longer drive, but also people who have limited or precarious access to transportation. This benefits some of the most vulnerable people living in our rural northern community.

Adopting the Age Friendly Community (AFC) Plan complements other initiatives within the City of Temiskaming Shores. AFC aligns with and complements the City's commitment to the Healthy Kids Community Challenge by focusing on policies, environments, and transportation to benefit both young families and older adults. The AFC plan provides an opportunity to address many policy areas identified in the Official Plan and the 2009 Temiskaming Shores Community Profile related to active transportation, housing, recreation, safety, cohesion and well-being.

There are several positive economic and business case benefits referenced for age friendly communities as well. Again, priorities for community economic development at the City have identified many of the same areas identified in the AFC Plan (accessibility and active living, promoting healthy living) demonstrating complementary objectives.

.../2

Thus, we applaud your careful consideration of the plan and the staffing and budget implications required. A plan without support and investment remains just a plan with few outcomes and little impact. Supportive environments and healthy public policy at the municipal level are integral to the health and well-being of our population as a whole. Again, we commend city leadership and efforts in this regard and look forward to the opportunity to partner and support implementation and monitoring outcomes of the plan.

Yours truly,

A handwritten signature in blue ink, appearing to read 'K. Schubert-Mackey', with a long, sweeping flourish extending to the right.

Kerry Schubert-Mackey
Director of Community Health

Cc

Tammie Caldwell – Director of Recreation

Chris Oslund – City Manager

Valerie Haboucha – Research, Planning & Policy Analyst - THU

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6140
Fax: 705 330-4191

Tél. : 705 329-6140
Télec.: 705 330-4191

File Reference:

612-10

September 08, 2016

Dear Mayor/CAO,

In anticipation of the 2017 Annual Billing Statements, the OPP, Municipal Policing Bureau would like to provide you with the following notice.

Most OPP members are represented by the Ontario Provincial Police Association (OPPA). OPP salaries and benefits are negotiated through the collective bargaining process. The OPPA bargains with The Crown in the Right of Ontario, represented by Treasury Board Secretariat (formerly the Ministry of Government Services) which represents the Employer – the Province of Ontario. The OPPA Uniform and Civilian Collective Agreements expired on December 31, 2014 and as negotiations on a new agreement are still ongoing, salary rates for 2015 and beyond have yet to be established.

As part of the current billing model, a reconciliation of the 2015 actual costs to the estimate provided in the 2015 Annual Billing Statement would normally be included in the 2017 Annual Billing Statements issued by October 1st of this year. As the reconciliation of municipal policing costs is principally salary related it is not possible to perform this calculation in time for the 2017 Annual Billing Statements. The OPP will therefore include both the 2015 and 2016 reconciliation adjustments in the 2018 Annual Billing Statement, providing municipalities with the opportunity to include these adjustments in their 2018 budget planning.

Please note the estimated salary rates incorporated in the municipal policing annual statements are set to reduce the risk of municipalities potentially incurring significant reconciliation adjustments. The annual estimates of general salary rate increases included in the 2015 through 2017 Annual Billing Statements have been based on current salary rate settlements with other Ontario municipal police services. The rate increases have been estimated for 2015 through 2017 as 1.5%, 2.64% and 2.54% respectively.

The OPP values its relationship with your municipality and will continue working with all of our partners to ensure community safety in Ontario. Should you have any questions, please contact our Financial Services Unit at OPP.MPB.Financial.Services.Unit@opp.ca.

Yours truly,



M.M. (Marc) Bedard
Superintendent
Commander,
Municipal Policing Bureau

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

Meeting Minutes

Wednesday, July 27, 2016

Present: Chair: Carman Kidd
Members: Florent Heroux; Angela Hunter; Suzanne Othmer

Regrets: Robert Dodge; Maria McLean; Voula Zafiris

Also Present: Jennifer Pye, Secretary-Treasurer

Public: Robert Gavin – Agent for B-2016-03(NL)
Abby Smythe – Agent for A-2016-06(H)
Albert Blanchard – Owner for A-2016-06(H)
2 members of the public

1. Opening of Meeting

Resolution No. 2016-27

Moved By: Suzanne Othmer

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be opened at 1:29 p.m.

Carried

2. Adoption of Agenda

Add item 6.1 to reschedule September meeting.

Resolution No. 2016-28

Moved By: Florent Heroux

Seconded By: Suzanne Othmer

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

Carried

3. Declaration of Pecuniary Interest

None

4. Adoption of Minutes

Resolution No. 2016-29

Moved By: Florent Heroux

Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the June 29, 2016 Committee of Adjustment Meeting as printed.

Carried

5. Public Hearings

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

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

Meeting Minutes

Wednesday, July 27, 2016

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

5.1 Consent Application B-2016-03(NL) – Robert Dodge Gavin on behalf of Mary Desjardins, 143 Pine Street West

The Chair declared the public hearing for Consent Application B-2016-03(NL) to be open.

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

Jennifer Pye indicated that the information presented on the cover page of the planning report is incorrect and should reflect the appropriate information.

Subject land: 143 Pine Street West; Plan M42NB Lots 48 and 49, Parcel 6022NND; Town of New Liskeard.

Purpose of the applications: The purpose of the application is to sever a 3.66m (12') wide strip of land from the east side of the property at 143 Pine Street West, to be added to the adjacent property at 135 Pine Street West. The applicant, Mr. Gavin, is the owner of 135 Pine Street West and is requesting the additional property as an enlargement to his existing property and to ensure continued access to the rear of his property from the west side. Mr. Gavin has indicated that he has entered into an agreement of purchase and sale with the property owner, Ms. Desjardins, for this transfer.

Statutory public notice: The application was received on July 6, 2016 and was circulated to City staff. Notice of the complete application public hearing was advertised in the Temiskaming Speaker on July 13, 2016 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that, provided the recommended conditions are attached to approval, in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and Town of New Liskeard Zoning By-law 2233, and respectfully requested that the Committee approve the application.

The agent for the applicant had no comments.

No members of the public had comments.

The Committee had no comments or questions.

The Committee considered the following resolutions:

Resolution No. 2016-30

Moved By: Florent Heroux

Seconded By: Angela Hunter

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

Meeting Minutes

Wednesday, July 27, 2016

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2015-03(NL) as submitted by Robert Gavin on behalf of Mary Desjardins for the following lands: 143 Pine Street West, Plan M42 NB Lots 48 and 49, Parcel 6022NND; Town of New Liskeard;

And whereas the applicant is requesting to sever a 6.04m x 35.5m strip of land from the northeast of the property at 997453 Highway 11 North, which is to be added to the adjacent property at 997431 Highway 11 North;

And whereas the applicant is requesting to sever a 3.66m wide strip of land from the east side of the property at 143 Pine Street West, which is to be added to the adjacent property at 135 Pine Street West;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated July 11, 2016 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2016-03(NL) subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
 - a) The original executed Transfer/Deed of Land form, a duplicate original, and one photocopy for our records;
 - b) A Schedule to the Transfer/Deed of Land form on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the Transfer/Deed of Land form;
 - c) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
- 2) This is a lot addition, therefore Section 50(3) or 50(5) of the Planning Act applies to any future conveyance or transactions involving the severed property.
- 3) That the applicant determines, through the appropriate authority, the location of all utility services for 143 Pine Street West; and that no utility services are located on the proposed severed portion, or where utility services are located on the severed portion the applicant agrees in writing to relocate these services at his/her own expense.

Carried

The Chair declared the public hearing for Consent Application B-2016-03(NL) to be closed.

5.2 Minor Variance Application A-2016-06(H) – Abby Smythe on behalf of Albert and Kathleen Blanchard, 333 Lakeview Avenue

The Chair declared the public hearing for Minor Variance Application A-2016-06(H) to be open.

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

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

Meeting Minutes

Wednesday, July 27, 2016

Subject land: 333 Lakeview Drive; Plan M52NB Lots 333 and 335; Town of Haileybury, City of Temiskaming Shores.

Purpose of the application: The owner is seeking relief from the following requirements of Zoning By-law 85-27:

Provision	Zoning By-law 85-27	Previous Variance
Schedule "D," Column 2, Row 8 – Minimum Exterior Side Yard	5m	3m

Statutory public notice: The application was received on June 29, 2016 and was circulated to City staff. Notice of the complete application and notice of the public hearing were advertised in the Temiskaming Speaker on July 13, 2016 in accordance with the statutory notice requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and Town of Haileybury Zoning By-law 85-27, and respectfully requested that the Committee approve the application.

The Committee asked if, in the event the applicant were to remove the deck, he would be permitted to construct another garage within the increased coverage permitted by the variance. Jennifer Pye advised that the purpose of the condition attached to approval is to ensure this situation would not be permitted.

The agent had no comments.

The property owner had no comments.

No members of the public had comments.

The Committee had no comments or questions.

The committee considered the following resolution:

Resolution No. 2016-31

Moved By: Angela Hunter
Seconded By: Suzanne Othmer

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2016-06(H) as submitted by Abby Smythe on behalf of Albert and Kathleen Blanchard for the following lands: 333 Lakeview Drive; Plan M52NB Lots 333 and 335; Town of Haileybury;

And whereas the applicant is requesting relief from the following section of Zoning By-law 85-27, as amended:

- 1) Schedule "D," Column 2, Row 8 requires a minimum exterior side yard of 5m. The applicant is requesting 3m.

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

Meeting Minutes

Wednesday, July 27, 2016

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated July 11, 2016 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Minor Variance Application A-2016-06(H).

Further be it resolved that the following variance be granted:

That the Committee of Adjustment grant relief from Schedule "D," Colum 2, Row 8 of Zoning By-law 85-27 to permit a minimum exterior side yard of 3m;

Subject to the following conditions:

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

For the following reasons:

In the opinion of the Committee:

1. The variance maintains the general intent and purpose of the City of Temiskaming Shores Official Plan;
2. The variance maintains the general intent and purpose of the Town of Haileybury Zoning By-law 85-27, as amended;
3. The variance is desirable for the appropriate development or use of the land, building, or structure;
4. The variance is minor.

Carried

The Chair declared the public hearing for Minor Variance application A-2016-06(H) to be closed.

6. New Business

6.1 Reschedule September Meeting

Jennifer Pye will be unavailable for the scheduled date of the September meeting and requested the Committee reschedule the meeting to either September 21 or October 5. The Committee agreed to reschedule the September meeting to October 5.

7. Unfinished Business

None

8. Applications for Next Meeting

Next meeting: Wednesday, June 27, 2016

9. Adjournment

Resolution 2016-32

Moved By: Florent Heroux

Seconded By: Suzanne Othmer

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

Meeting Minutes

Wednesday, July 27, 2016

Be it resolved that the Committee of Adjustment meeting be closed at 1:56 pm.

Carried

Carman Kidd
Chair

Jennifer Pye
Secretary-Treasurer

1.0 CALL TO ORDER

The meeting was called to order at 2:03 p.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 checked="" type="checkbox"/> Donald Bisson, Chair Library Board |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |
| <input type="checkbox"/> Roger Oblin, Member, Library Board | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant |
| <input checked="" type="checkbox"/> Rebecca Hunt, CEO Libraries | <input checked="" type="checkbox"/> Robert Dodge, Member, Library Board |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- *None*

4.0 ADOPTION OF AGENDA

Recommendation LB-2016-008

Moved by: Robert Dodge

Be it recommended that:

The September 8, 2016 Library Building Committee Meeting Agenda be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation LB-2016-009

Moved by: Mayor Carman Kidd

Be it recommended that:

The Building Committee Meeting minutes of June 6, 2016 be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

- None

8.0 EXISTING BUSINESS

8.1. Parapet Wall Investigation - Update

Discussion:

Mitch Lafreniere provided the group with an update with regards to the Parapet wall/library renovations. EXP was awarded the engineering work to investigate the Parapet Wall on the New Liskeard Library building. The parapet investigation work will be scheduled in conjunction with the roof replacement in order to have access to the onsite equipment, if needed.

Rivard Bros will be onsite the week of September 19, 2016 to begin the roof replacement. The library will advise users of the upcoming work.

8.2. Community Hub

Discussion:

Chris Oslund was in contact with DSBONE regarding their funding application, the school board advised that there have not been any announcements.

Discussions regarding the Best Start Community Hub project are ongoing.

9.0 NEW BUSINESS

9.1 Funding / 2017 Capital Budget

Discussion:

On Tuesday September 6, 2016 Council entered into an agreement with the Ministry of Industry under the Canada 150 Community Infrastructure Program for upgrades to the New Liskeard Library. The funds will be used to update/repair the envelope of the building. Mitch Lafreniere will obtain quotes and present copies to the Committee at a later meeting.

10.0 CLOSED SESSION

- None

11.0 NEXT MEETING

The Committee will meet quarterly or as required.

12.0 ADJOURNMENT

Recommendation LB-2016-010

Moved by: Councillor Doug Jelly

Be it recommended that:

The New Liskeard Library Building Maintenance Committee, be hereby adjourned at 2:34 p.m.

Carried

DRAFT



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on June 29, 2016 at 6:30 P.M.

New Liskeard – Timiskaming Health Unit Boardroom

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
Maria Overton	Provincial Appointee
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

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

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. **2015-2016 MARCH YEAR-END FINANCIAL STATEMENTS** *(Presented by Steve Acland)*

MOTION #44R-2016

Moved by: Mike McArthur

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health approves the audited 2015-2016 March Year-End Financial Statements as presented.

CARRIED

4. **PRESENTATION - FAIR START PROGRAM**

By Tara Laframboise

Assessment tool being implemented in 4 daycares as of September 2016. Preschool children will be assessed with a standardized screening tool to identify possible development delays and be linked to the resources for further assessment and/or supports. Training for workers will be provided in many areas as possible over the next year. Some school boards are expressing interest and will be implementing the program in the schools as well.

5. **APPROVAL OF AGENDA**

MOTION #45R-2016

Moved by: Jesse Foley

Seconded by: Merrill Bond

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on June 29, 2016, as presented.

CARRIED

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

None.

7. **APPROVAL OF MINUTES**

MOTION #46R-2016

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health approves the minutes of its regular meeting held on May 25 2016, as presented.

CARRIED

8. **BUSINESS ARISING**

None

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

MOTION #47R-2016

Moved by: Jesse Foley

Seconded by: Sherri Louttit

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

CARRIED

10. NEW BUSINESS**a. Governance Manual Review****MOTION #48R-2016**

Moved by: Tony Antoniazzi

Seconded by: Mike McArthur

Be it resolved that the Board of Health approves the following Governance Manual revised policies as presented:

- Finance Sub-Committee – Terms of Reference (91-e-30)
- Environment Friendly Workplace Policy (91-d-15)
- Equity and Diversity (91-d-49)
- Focus on Excellence (91-d-37)
- Healthy Workplace (91-d-34)

CARRIED

b. French Language Services – Staffing Policy (02-c-29)**MOTION #49R-2016**

Moved by: Maria Overton

Seconded by: Merrill Bond

Be it resolved that the Board of Health approves the French Language Services – Staffing Policy #02-c-29 as presented.

CARRIED

c. Accessibility for Ontarians with Disabilities (AODA) Training

Due to the updated legislation, staff and Board members must complete the AODA training.

Action: Rachele to forward training link to Board members who have not completed the training through their municipality and to Public Appointees.

11. CORRESPONDENCE**MOTION #50R-2016**

Moved by: Jesse Foley

Seconded by: Sherri Louttit

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

- The Regional Municipality of Durham
Resolution to urge the Canadian government to study the merits of a basic income guarantee as a policy option for reducing poverty and as a measure to improve the health of all Canadians.

- Algoma Public Health
Resolution #BOH/2016/01/13 to endorse actions to support the Environmental Health program in implementing new provincial public health policy and legislation; enhance field staff and management capacity, fund an additional 2.0 FTE, provide training, develop a staffing model to determine adequate levels.
- Algoma Public Health
Resolution #2016-50 to commend the MOHLTC for expanding the HPV vaccination program to grade 7 young males as of this September and to urge the ministry to consider increasing the annual funding for the VPD program to provide staff resources to meet mandate.
- Grey Bruce Health Unit
Resolution #2016-52 to request the province of Ontario to increase funding to enhance environmental surveillance for ticks, monitor the pattern of spread and rate of tick infection, develop control measures and increase education.
- Grey Bruce Health Unit
Motion #2016-51 to endorse the correspondence from Peterborough County-City Health Unit regarding legislation for the International Code of Marketing of Breastmilk Substitute.

CARRIED

12. **IN-CAMERA****MOTION #51R-2016**

Moved by: Merrill Bond

Seconded by: Kim Gauthier

Be it resolved that the Board of Health agrees to move in-camera at 7:31 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (May 25, 2016)
- b. THU Property
- c. Identifiable Individuals

CARRIED

13. **RISE AND REPORT****MOTION #52R-2016**

Moved by: Mike McArthur

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to rise with report at 7:37 p.m.

In-Camera Minutes**MOTION #53R-2016**

Moved by: Tony Antoniazzi

Seconded by: Merrill Bond

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on May 25, 2016, as presented.

CARRIED

14. **DATES OF NEXT MEETINGS**

The next Board of Health meeting is scheduled for September 7, 2016.

15. **ADJOURNMENT**

MOTION #54R-2016

Moved by: Mike McArthur

Seconded by: Kim Gauthier

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:38 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

Report to the Board of Health



Q2 Board Report

January – June 2016

Prepared by the Management Team

HUMAN RESOURCES UPDATE - *Randy Winters*

RECENT NEW HIRES

- **Chief Building Officer**, Casual, District-Wide (April 1 – December 31, 2016)
- **Public Health Promoter/Secretary I**, Permanent, Full-Time, KL (June 6, 2016)
- **Manager of Family Health**, Permanent, Full-Time, NL (August 15, 2016)
- **Manager of Infectious Diseases & CNO**, Permanent, Full-Time, NL (August 15, 2016)
- **Director of Corporate Services**, Permanent, Full-Time, NL (August 29, 2016)
- **Director of Community Health**, Permanent, Full-Time, NL (August 29, 2016)
- **Manager of Chronic Diseases and Injury Prevention**, Permanent, Full-Time, NL (November 21, 2016)
- **Public Health Dietitian**, Permanent, Full-Time, NL (September 12, 2016)
- **Public Health Dietitian**, Permanent, Full-Time, NL (September 19, 2016)

RETIREMENT/RESIGNATION (*since last report*)

- **(2) Public Health Dietitians**, Resignations, New Liskeard (August 12, 2016)
- **Nursing Station Support**, Resignation, Elk Lake (August 30, 2016)
- **Public Health Nurse**, Resignation, New Liskeard (September 6, 2016)

CURRENT VACANCIES

- **Analyst, Research, Planning & Policy**

ENVIRONMENTAL HEALTH – *Ryan Peters*

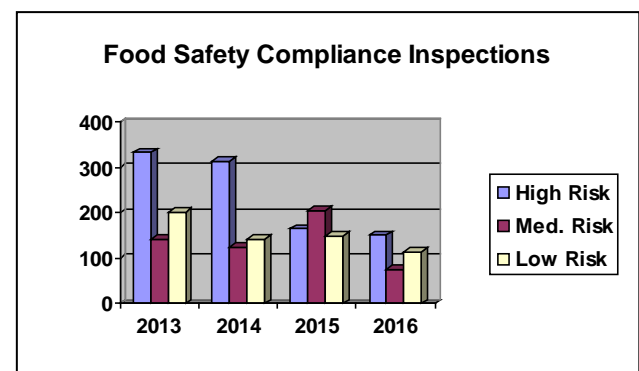
SEWAGE SYSTEMS

Land Control	2013	2014	2015	2016
Permits Issued	137	137	131	86
File Searches	38	57	60	40
Severance/Subdivision	14	20	15	0
Notifications				0

Infection Control	2013	2014	2015	2016
Reportable Disease	80	70	81	57
Investigations (non-STI)				
Outbreaks - Institutional	17	22	24	10
Outbreaks – Community			1	0
Animal Bite Reporting	74	60	77	20
Sexual Transmitted Infections			89	54

PERSONAL SERVICE SETTINGS

Infection Control Inspections	Area	Inspection/Premises
<i>(hair salons, tattoos, piercings, aesthetics)</i>	Dymond/Eng	7/10
	KL-Area	2/20
	Tri-Town-Area	0/14
	Cobalt-Temagami	1/8



Risk categorizations were modified in year 2015 which explains the difference of year-end totals with previous years.

RECREATIONAL WATER INSPECTIONS

7/7 (KL=3, NL=2, Dymond=2)

CHRONIC DISEASE, INJURY PREVENTION & COMMUNITY HEALTH

Kerry Schubert-Mackey

SCHOOL HEALTH

In Q2, the school team had 322 interactions with schools (191 elementary, 129 secondary, 2 post-secondary) supporting programs and relationship building (excludes programs implemented by other staff e.g. dental/oral health).

The following are activity highlights across a variety of topics and program areas:

- Delivered *Between Girls* (modified) at 1 school and *Can You Feel It* at another. Supported Youth Mental Health Promotion Champions at 1 secondary school - relates to self-esteem & body image, stress management and mental health promotion respectively. Also continued *Roots of Empathy* delivery at 2 schools.
- Delivered Grade 5 Bike Safety Program to 3 schools which includes a bike skills rodeo in partnership with Road Safety Partners – 64 students reached.
- Worked with Road Safety Partners to implement the Road Safety Distracted Driving Challenge at all 5 secondary schools reaching approximately 150 students with a distracted driving simulator activity, 95 pledges to practice safe texting were signed and 170 air fresheners with messaging were distributed.
- Promoted/supported nutrition month activities in 4 schools, Nutrition Tool for Schools in 3 schools. Freggie attended a grocery store tour in Earlton with elementary students. A booth was held for parents on how to pack healthy lunches. Supported a Student Nutrition Program promotional breakfast at one school reaching over 100 students. A school was supported in setting up a tower garden and another with healthy eating policy.
- Supported Playground Activity Leader program at 4 schools (re: bullying, leadership and active play).
- Hosted 1 PARTY (Preventing Alcohol Related Trauma in Youth) Program reaching 14 students, and involving 2 teachers & 6 partners. Worked in partnership with the KL Drug and Alcohol Awareness Committee to host the annual Walk for a Drug Free Community involving 11 agencies and mobilizing 300 students.
- Continued to work with Tobacco Youth Champions at all 5 secondary schools which included World No Tobacco Day (WNTD) awareness raising activities re: the harms of commercial tobacco use. Participated with 3 local youth champions in the NE Spring youth summit (Sudbury) about the Tobacco Industry and to prepare youth for WNTD.
- Consulted 5 times for inquiry re: possible infection control measures.
- Healthy Relationship Clinics were delivered 19 times at 4 secondary schools and immunization clinics were held at 13 schools.
- Provided co-teaching on sexual health at 2 secondary schools and curriculum advice to several schools on a variety of topics.

COMMUNITY HEALTH – INJURY & SUBSTANCE MISUSE PREVENTION

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

Q2 for this topic area, received funding from the NE LHIN which involved submitting our work plan and budget for year 2, as well as ongoing meetings with and reporting to the NE LHIN and a local SOYF coalition. The following are some program highlights.

- Coordinated NE LHIN led focus groups to get input from stakeholders who aren't currently engaged in SOYF. NL (n=7) and KL (n=4).

- Attended Temiskaming Hospital Fall Prevention Committee meeting as guest to share/gain info.
- Supported 2 partner agencies on delivery of Spring Stand Up classes reaching about 13 older adults.
- Participated in Seniors day at Festival des Franco Folies with a fall prevention information booth reaching 80 older adults.
- Hosted a volunteer appreciation and education event for 25 Rising Star Educational Performance Troupe members.
- Meet with partners to discuss planning around better use of Adult Day Program (THS) and provided SOYF/Fall Prevention info packages for clients of two FHT's involved in EMR pilot.
- Worked with partners to host 3 Spring Flings (Older Adult Information and Social event) reaching 400 older adults in KL, NL & Eng.
- Conducted research for and scoping out a Risk Assessment project idea for NE LHIN.
- Continued to support the City of Temiskaming Shores Age Friendly Community Planning efforts including partnership consultation and consultation/information BBQ event for the public reaching about 150.

Road Safety & Substance Misuse Prevention

- Ongoing participation in the NE Low Risk Alcohol Drinking (LRADG) Network: Focus on second phase of Rethink Your Drinking provincial campaign & French version coming. Discussion on increasing availability of alcohol via sales in grocery stores and the possible consequences. **Municipal Drug Strategy Network:** Focus on the availability of Naloxone in light of the opioid addiction and overdose public health issue. Also continued discussion about the legalization of marijuana amongst networks.
- Hosted 4 Community Pour Challenges in KL to increase awareness of Low Risk Alcohol Drinking reaching approx. 115 community members. A Celebrity Pour Challenge involved 5 "local celebrities".
- Hosted a booth at the KL Dudley Hewitt Cup event along with a program ad &

announcements aired during the games on low-risk alcohol drinking guidelines.

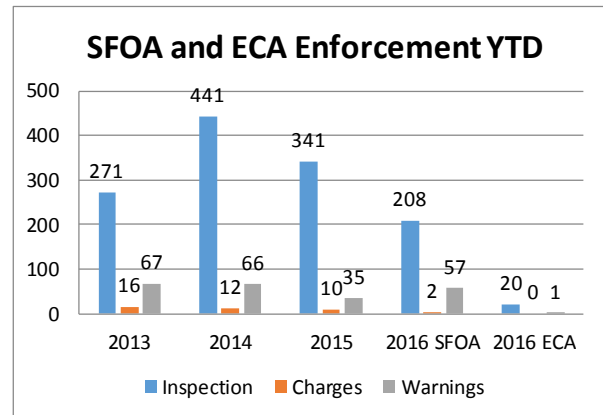
- Provided Car seat recertification training for external partners (n = 6)

Physical Activity, Healthy Eating, Healthy Weights (Includes Diabetes Prevention Project Funding)

- Worked with partners to host a physical literacy workshop for early years settings (36 participants attended the day & 46 the evening workshop). Presented on physical literacy to a home-school conference hosted locally (8 participants attended our session).
- Worked with the Bicycle Friendly Community committee (Temiskaming Shores) on Bike Week, which included 2 community rides (33 participants), a Bike to School Day (256 students from 8 schools), and a Bike to Work Day (15 cyclists stopped by the kiosk). Also held 2 community Bike Rodeos (14 participants) and organized a 3-day CANBIKE2 training for 9 participants.
- Helped plan and attended the Get Moving Timiskaming Ça Bouge event, which attracted 300 participants. Set up a booth on health topics (127 ballots/people visited the booth).
- Hosted a Healthy Active Living Forum follow-up in Kirkland Lake to set next steps (19 participants from 13 organizations).
- Supported initiatives during Kirkland Lake Homecoming: booth at Ride Don't Hide event (52 riders), healthy recipe demo in 2 grocery stores (84 people took healthy recipe cards), and Freggie attended 3 town & early years events with fresh fruit (overall - 174 participants).
- Presented on NutriSTEP to 22 child care providers interested in FairStart & submitted mid-year NutriSTEP indicator reporting to MOHLTC. Presented to 12 child care operators for health eating in child care settings.
- Supported the development of workplace healthy food policy at Elk Lake Eco Centre.
- Provided 3 healthy eating presentations; Older Adults/Rising Stars (25 participants), Employment Options (16 participants) and stroke survivor group (13 participants).

- Gathered data at 6 grocery stores across the district for 2016 Nutritious Food Basket Report and submitted results to MOHLTC.
- Supported community partners in poverty reduction fund application. Sent correspondence to City of TS re: Basic Income Guarantee. Completed all interviews for food security project and began analyzing results.
- Ongoing support of Temiskaming Shores and area Healthy Kids Community Challenge.
- Submitted DPPT proposal and workplan to MOHLTC, including 7 letters of support from partners and still awaiting word on funding.
- Submitted DPPT Q4 Report to MOHLTC.

- Of the 70 inspections in Q2, 3 were complaint-based and 23 were for display and promotion for SFOA and ECA.



Tobacco –Protection, Prevention, Cessation includes Smoke-Free Ontario Act (SFOA) and Electronic Cigarette Act (ECA) – SFO funding.

- Along with 2 youth champions, hosted a booth at the KL Dudley Hewitt tournament re: Tobacco Free Sports and Recreation. Received over 30 signatures pledging to work, live and play tobacco free.
- Hosted a local Cessation Network meeting; 14 members attended representing 6 agencies and 3 new partners. Connected further with Temiskaming Hospital to attempt to enhance Ottawa Model for hospital cessation.
- Provided brief contact interventions with 32 unique clients and 7 repeat clients re: tobacco cessation in Q2. We dispensed 161 NRT vouchers to clients and partners in Q2 and to date 176 vouchers have been redeemed/utilized in 2016.
- Assisted one workplace with a smoke-free workplace policy.
- In Q2 - received 4 complaints: 1 re: smoking on hospital property and 3 re: same multi-unit housing premise, 6 inquiries re: SFOA regulations or signage and 1 re: ECA
- In Q2 of the 43 SFOA warnings, 36 were related to 2 hospital properties.

Communication Campaigns

- Fall prevention/Stay on Your Feet ad and article in North of 50 magazine.
- Hosted a media event to celebrate local resident winning \$500 for quitting smoking in the Canadian Cancer Society’s First Week Challenge contest. Received earned media.
- Promoted Mammoth one-day free breast screen event at KL District and Temiskaming Hospital & promoted provincial cervical cancer screening campaign locally.
- Parachute’s Safe Kids Week (May 30-June 5) Media included social media – Facebook and twitter, THU sign, THU TV screens for district
- Distracted Driving campaign as part of Road Safety Partner – MTO Road Safety Challenge.
- Communications: Share the Road campaign (radio & newspaper)
- Earned media re: Celebrity Pour Challenge involved 5 “local celebrities”.



FAMILY HEALTH

Ghislaine Julien

Office Immunization	NL	KL	ENG	Total
# of clients receiving immunizations	516	223	84	1370
# of immunization administered	850	398	148	2275

TRAVEL HEALTH CONSULTATIONS

Client Visits	2013	2014	2015	2016
Kirkland Lake	307	335	317	149
New Liskeard	531	478	682	327
Englehart	103	157	81	0

VACCINE ADMINISTERED

Apr-Dec	2012-13	2013-14	2014-15	2015-16
Influenza	5396	6128	5816	4909
HPV (School)	391	451	505	218
Meningococcal (School)	340	284	562	448

SEXUAL HEALTH

Client Services	2013	2014	2015	2016
Male Clients	216	210	81	82
Female Clients	1758	1355	602	477
Contraceptives	2190	1856	812	542
Plan B	79	85	48	25

HEALTHY BABIES/HEALTHY CHILDREN

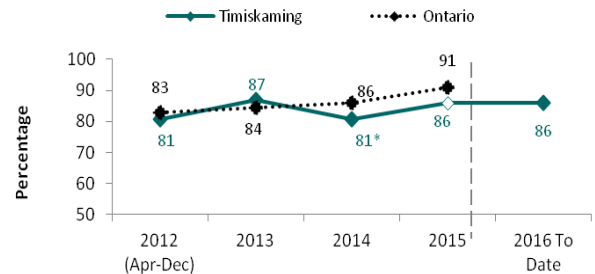
Healthy Babies/ Healthy Children	2013	2014	2015	2016
% of women screened during Pregnancy (target: 25%)	100%	73%	58%	72%
# of family visits by LHV/PHN or joint by LHV/PHN	201	175	291	280

Number of newborns by quarter

	Q1	Q2	Q3	Q4	Total
2014	81	76	97	78	332
2015	91	81	90	74	336
2016	75	79			154

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

Percentage of mothers who initiated breastfeeding



Source: PHU-Newborn, BORN Ontario. Accessed Jul 2016.
The rates will fluctuate as data is entered locally and across Ontario

DENTAL HEALTH

Caseload	2013	2014	2015	2016
OHISS Screening (Primary: Pre-Kind /Kind & Gr. 2)	912	822	555	463
Regular Screening (Additional: Grade 2-4-6)	2129	1153	1043	1173
Office Screening	124	345	292	118
Topical Fluoride				
# of children offered the service	105	984	680	163
# of children who consented to the service provision	105	264	530	163
# of children who received the service through CINOT	71	56	55	123

COMMUNICATIONS, EVIDENCE
AND EQUITY SUPPORT TEAM,
NURSING STATIONS

Ryan Peters

THU has been actively working to develop and launch a new website. The new site will have a much more modern appearance to it, a local feel, and of course, improved maneuverability and searching functions to allow for easier access to information. The site is scheduled to go live at the end of August.

Research & Knowledge Exchange

- Hub Library - beginner and advanced workshops held on site.
- Three journal club events held.
- Grand Rounds events - Healthy Kids Community Challenge and Rapid Review - Tobacco Cessation Among Pregnant Women.

Monitoring & Evaluation Reports

- Fair Start project
- Stay on Your Feet (SOYF)
- P.A.R.T.Y. Program
- STOP on the Road
- Baby-Friendly Initiative Needs Assessment
- Health Care Provider Alcohol Survey



TEMISKAMING SHORES POLICE SERVICES BOARD

JULY 18, 2016 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

MINUTES

1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:15 p.m.

2. ROLL CALL

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

ALSO

PRESENT: Inspector Brent Cecchini, O.P.P. – Detachment Commander
Staff Sergeant Joel Breault, O.P.P.
Inspector Mary Shannon, O.P.P. - Detachment Commander (Collingwood)
Christopher W. Oslund, Board Secretary

REGRETS: Board Member Gail Moore

MEMBERS OF THE PUBLIC PRESENT: None

3. ADDENDUM/ANNOUNCEMENTS

A moment of silence was held for the police officers in the United States of America who have recently lost their lives while on duty.

4. APPROVAL OF AGENDA

Resolution No. 2016-19

Moved by: Danny Whalen
Seconded by: Brian Thornton

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

CARRIED

5. PRESENTATIONS/DELEGATIONS

None

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7. APPROVAL OF MINUTES

Resolution No. 2016-20

Moved by: Brian Thornton

Seconded by: Ruth Shepherdson

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on May 16, 2016 be approved as printed.

CARRIED

8. COMMUNICATIONS

a) CERB 911 Reports – April & May 2016

Reference: Received for information.

b) M.M. (Marc) Bedard, Superintendent/Commander – Municipal Policing Bureau – Ontario Provincial Police

Re: New Reports available for current Billable Calls

Reference: Received for information.

c) M.M. (Marc) Bedard, Superintendent/Commander – Municipal Policing Bureau – Ontario Provincial Police

Re: Recent OPP Initiatives

Reference: Received for information.

Resolution No. 2016-21

Moved by: Danny Whalen
Seconded by: Brian Thornton

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

CARRIED

9. OPP BUSINESS**a) OPP Temiskaming Detachment Report – May / June 2016 & Report on Revenues collected on behalf of the Board – June 2016**Resolution No. 2016-22

Moved by: Ruth Shepherdson
Seconded by: Brian Thornton

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the May / June 2016 OPP Temiskaming Detachment Reports and the June 2016 Revenue Report.

CARRIED

10. NEW BUSINESS**a) OAPSB Report – Doug Jelly**

Board Chair Doug Jelly reported on the OAPSB meeting held last week at Blue Mountain. The highlights are as follows:

- David Oraziotti has been appointed the new Minister of Community Safety and Correctional Services during the recent Provincial Cabinet Shuffle.
- Discussion was held on the perceived “disconnect” between the OAPSB and the “Big 12” Police Services Boards. The Board does not believe there is a disconnect, however, they are not speaking with one voice which is concerning
- Discussion was held at the Board meeting on Coordinated Bargaining and Suspension without Pay.
- The Board approved a 2% increase in membership dues for 2017.
- The 2017 and 2018 Conventions will be held at Blue Mountain Resort. The 2019 Convention will be held in Windsor.
- The annual Labour Seminar will be held on October 20-21, 2016
- On October 19, 2016 the OAPSB Board members will meet at the OPP HQ in Orillia to meet with OPP Command staff.
- Discussion was held on police oversight.

The next Zone 1A OAPSB meeting will be held in West Nipissing on September 28/29, 2016.

b) **Bear Wise Program**

Discussion was held on the MNR Bear Wise Program and the call-out of OPP officers to address nuisance bear issues. Inspector Cecchini will check to see if there is a way to charge back these calls for service to the MNR.

11. **BY-LAWS**

None

12. **CLOSED SESSION**

None

13. **SCHEDULE OF MEETINGS**

- a) Regular Police Services Board meeting – September 19, 2016 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

14. **ADJOURNMENT**

Resolution No. 2016-23

Moved by: Brian Thornton

Seconded by: Ruth Shepherdson

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 1:47 p.m.

CARRIED

CHAIR

SECRETARY

1.0 CALL TO ORDER

The meeting was called to order at 10:36 A.M.

2.0 ROLL CALL

- Mayor Carman Kidd
- Chris Oslund, City Manager
- Councillor Doug Jelly
- Councillor Danny Whalen
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Airianna Misener, Executive Assistant

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- **Addition under New Business:** Healthy Kids Community Challenge

4.0 ADOPTION OF AGENDA

Recommendation BM-2016-024

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the July 26, 2016 meeting be adopted as amended.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2016-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting minutes of June 23, 2016 be adopted as Presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- None

8.0 PRESENTATION

- None

9.0 UNFINISHED BUSINESS

9.1 PFC

Previous Discussion:

No issues. A maintenance shut down will be scheduled for sometime this fall.

Discussion:

Repairs to the air conditioning unit at the pfc were done last week.

9.2 Building Division Staff Update

Previous Discussion:

The second Building Maintenance Summer Student will commence on July 4th.

Discussion:

No update

9.3 Library Services Review

Previous Discussion:

The Library Building Committee met and agreed to cancel the building stabilization RPF due to the cost and unknowns at this point, the Library Building Committee further recommended issuing an RFP for the repair work on the parapet and additional building repairs, discussed Mitch Lafreniere.

Discussion:

An Admin report for the RFP repair work on the New Liskeard Library parapet will be brought to Council at the regular Council meeting on August 2nd, 2016.

9.4 DFO / City property off Main street, Haileybury

Previous Discussion:

Repairs to the land erosion are complete; DFO will cover the costs associated in full. An RFP was issued for the engineering services for shoreline stabilization, there was only one bid received, Mitch forwarded the reports to DFO for their review. A marina agreement with DFO will be brought to Council.

Discussion:

EXP was awarded the engineering services contract for the DFO shoreline stabilization.

9.5 Farmer's Market

Previous Discussion:

Chris Oslund provided the Committee with an update on the Farmers Market funding, time is an essence noted Chris; the funds will need to be spent by March 2017. A meeting is scheduled with the Farmers Market Committee next week to look at relocating the funding to enable accessibility upgrades to the Riverside Place. Council suggests that the City enhance the current building.

Discussion:

In recent weeks City staff met with the Farmers Market Committee to discuss reallocating the Farmers Market funding. The City suggested reallocating the funds towards accessibility upgrades on the Riverside Place or the potential reallocation towards the purchase of an existing building within the municipality, to host the Farmers Market. The Committee discussed and agreed that additional time is needed to further investigate all options, prior to making a recommendation.

Staff were seeking direction from the Building Maintenance Committee on how to proceed.

Recommendation: BM-2016-026

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee hereby directs City staff to inquire about the possibility of a second extension on the Farmers Market funding to allow additional time to further explore all opportunities.

9.6 Update on buildings affected by the wind storm

Previous Discussion:

Rivard Bros have started the repair work on Riverside place.

Discussion:

Ongoing

9.9 Farr Pumping Station

Previous Discussion:

We received a quote to supply and install trusses and we are waiting for an engineer's letter to confirm that the existing building can or cannot with hold the weight of adding trusses, noted Mitch Lafreniere.

Discussion:

No update

10.0 NEW BUSINESS

10.1 HKCC vehicle decal

Discussion:

Tammy Flood, HKCC Project Manager was seeking the Committees approval to install project advertising on a City vehicle. The decals will be in relation to the current theme "water does wonders".

Recommendation: BM-2016-027

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee hereby supports the installation of HKCC program decals on a City vehicle.

11.0 ADMINISTRATIVE REPORTS

The Committee reviewed and discussed the following administrative reports:

- PW-036-2016 : Retaining Wall Upgrades - Haileybury Medical Centre
- PW-039-2016 : Tender Award – Investigation Parapet wall at the New Liskeard Library

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for August 25 at 10:30 A.M.

14.0 ADJOURNMENT

Recommendation PW-BL-2016-028

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:12 A.M.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY

1.0 CALL TO ORDER

The meeting was called to order at 10:29 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 checked="" type="checkbox"/> Councillor Danny Whalen |
| <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 checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- *None*

4.0 ADOPTION OF AGENDA

Recommendation BM-2016-027

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the August 25, 2016 meeting be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2016-028

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting minutes of July 26, 2016 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- None

8.0 PRESENTATION

- VIP Energy Services

Steve Schmidt presented the group with optional services to improve energy consumption/usage. Should the Committee wish to further explore the services, the item will need to be added as a budget discussion.

9.0 UNFINISHED BUSINESS

9.1 PFC

Previous Discussion:

Repairs to the air conditioning unit at the Pool and Fitness Centre were done last week.

Discussion:

Mitch Lafreniere provided the group with an update on current projects. The waterslide is now complete. The Pool and Fitness Centre will be closed for a maintenance shut down from September 12, 2016 to September 16, 2016.

9.2 Building Division Staff Update

Previous Discussion:

No update

Discussion:

September will be a busy month for the department noted Mitch Lafreniere, Crews will begin winterization of municipal buildings and a scheduled maintenance shut down at the PFC. The last day of work for the students is Friday August 26, students completed many municipal painting projects throughout the summer.

9.3 Library Services Review

Previous Discussion:

An Admin report for the RFP repair work on the New Liskeard Library parapet will be brought to Council at the regular Council meeting on August 2nd, 2016.

Discussion:

The New Liskeard Library building Committee is scheduled to meet on September 10, 2016 to discuss the exterior building repairs and funding announcements, noted Mitch Lafreniere.

9.4 DFO / City property off Main street, Haileybury

Previous Discussion:

EXP was awarded the engineering services contract for the DFO shoreline stabilization.

Discussion:

Ongoing, Mitch Lafreniere will contact EXP for an update.

9.5 Farmer's Market

Previous Discussion:

In recent weeks City staff met with the Farmers Market Committee to discuss reallocating the Farmers Market funding. The City suggested reallocating the funds towards accessibility upgrades on the Riverside Place or the potential reallocation towards the purchase of an existing building within the municipality, to host the Farmers Market. The Committee discussed and agreed that additional time is needed to further investigate all options, prior to making a recommendation.

Staff were seeking direction from the Building Maintenance Committee on how to proceed.

Recommendation: BM-2016-026

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee hereby directs City staff to inquire about the possibility of a second extension on the Farmers Market funding to allow additional time to further explore all opportunities.

Discussion:

No update

9.6 Update on buildings affected by the wind storm

Previous Discussion:

Ongoing

Discussion:

Ongoing, scheduled completion by the end of September.

9.7 Farr Pumping Station

Previous Discussion:

No update

Discussion:

Ongoing, work will begin in the coming weeks.

10.0 NEW BUSINESS

- None

11.0 ADMINISTRATIVE REPORTS

The committee reviewed and discussed the following administrative reports.

- PW-044-2016- Tender Award: Flooring upgrade Haileybury Medical Centre
- 023-2016- Memo : New Liskeard Library upgrades

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for October 6, 2016 at 10:30 A.M.

14.0 ADJOURNMENT

Recommendation PW-BL-2016-029

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:17 A.M.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 11:49 A.M.

2. ROLL CALL

- | | |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Christopher W. Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Jeff Laferriere | <input checked="" type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input checked="" type="checkbox"/> Laura Lee MacLeod, Treasurer |
| <input checked="" type="checkbox"/> Dave Treen, Municipal Clerk | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant |

Others present:

- Steve Burnett, Technical & Environmental Compliance Coordinator
- Doug Walsh, Director of Public Works

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition Under: New Business – 9.6 Purchasing Policy

4. APPROVAL OF AGENDA

Recommendation CS-2016-029

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services 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 CS-2016-030

Moved by: Councillor Danny Whallen

Be it resolved that:

The Corporate Services Committee minutes of the June 9, 2016 meeting be approved as presented.

CARRIED

7. DELEGATIONS/PRESENTATIONS

- None

8. UNFINISHED BUSINESS

8.1 *Farmers Market*

Discussion:

Christopher Oslund provided the Committee with an update on the Farmers Market. A recommendation was made at the July 26, 2016 Building Maintenance Committee recommending City staff to inquire about the possibility of a second extension on the Farmers Market funding to allow additional time to further explore all opportunities. The recommendation was passed by the Committee and will be brought forward to Council at the August 2, 2016 regular Council meeting, noted Christopher Oslund.

9. NEW BUSINESS

9.1 *Ontario Clean Water Agency Agreement*

Discussion:

In recent months, City Staff entered into negotiations with OCWA for a 5 year contract extension. Steve Burnett highlighted a number of revisions within the agreement.

Recommendation CS-2016-31

Moved by: Mayor Carman Kidd

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, 2016 regular Council meeting.

CARRIED

9.2 *Ontario Community Infrastructure Fund*

Discussion:

Christopher Oslund, spoke to the recent changes in OCIF funding model and requirements.

9.3 IT Support Contract – Cobalt

Discussion:

In recent weeks the town of Cobalt sent a request inquiring about the possibility of shared IT Services. The City will further investigate the option/requirements prior to bringing a recommendation forward to Council.

9.4 Age Friendly Plan

Discussion:

Christopher Oslund advised the committee of the importance in understanding a plan prior to adopting it and specific details that need to be taken into account such as: the cost to implement, budget considerations and strategies. The Committee has agreed to defer the Age Friendly Plan from the August 2, 2016 regular Council meeting to the September 6, 2016 regular Council meeting to allow additional time to investigate.

9.5 Tomorrow's Forecast – Dibrina Group

Discussion:

The group discussed upcoming changes to private group benefits, the Committee received for information purposes.

9.6 Purchasing Policy

Discussion:

City staff will schedule a meeting with the City's legal mid-September to review the purchasing policy.

10. ADMINISTRATIVE REPORT

The committee reviewed and discussed the following administrative reports:

- CS-008-2016: Occupation of Municipal Land – Permission to Clean Up
- CS-009-2016: Charitable Sponsor Policy
- CS-010-2016: Civic Addressing- Shepherdson Road
- 016-2016-CS MEMO: Distribution of Council Package

11. CLOSED SESSION

Recommendation CS-2016-32

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee convene into Closed Session at 1:00 p.m. to discuss personal matters about an identifiable individual, including municipal or local board employees as per section 239 (2) (b) of the Municipal Act.

a) Custodial Position

b) LTD Status

CARRIED

Recommendation CS-2016-33

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee rise without report at 1:02 p.m.

CARRIED

12. SCHEDULE OF MEETINGS

- To be determined

13. ADJOURNMENT

Recommendation CS-2016-034

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 1:02 p.m.

CARRIED

COMMITTEE CHAIR

RECORDER

Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: September 20, 2016
Subject: Northern Ontario Mining Showcase at PDAC 2017

Mayor and Council:

The City of Temiskaming Shores has partnered with FedNor for the past three years to host the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) event in Toronto each March. PDAC is the world's largest gathering of mining companies and the event enables mining suppliers from across Northern Ontario to be able to exhibit at the international showcase.

FedNor has once again agreed to support the Northern Ontario Mining Showcase and will provide \$485,000 toward the project costs. A funding agreement will be presented under the By-law section of the September 20th meeting. These funds provide us the ability to offer at least 80 businesses across Northern Ontario an opportunity to be seen by an international market.

We will once again work with Markey Consulting to coordinate the logistics of the project and work with the 80 plus mining supply companies. In addition, the committee members made up of staff from Fed Nor, Cochrane, Kapuskasing, Hearst and Kenora will help steer the layout and function of the Showcase.

Results from the 2016 event show that 59% of the participating businesses made new sales from the event totaling approximately \$5,000,000 in new sales across the region and accounting for 31 newly created jobs.

The Showcase has grown significantly over the past three years thanks to the support of Fed Nor. In 2014, there was a registration of 37, 2015 registration was 55 companies and in 2016 we had 72 companies participate.

It is recommended that Council enter into an agreement with FedNor for the 2017 PDAC Event scheduled for March 5 to 8, 2017 in Toronto.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

James Franks
Economic Development Officer

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: September 6, 2016
Subject: Attendance of Council to various Annual Conferences
Attachments: None

Mayor and Council:

In an effort to prepare for the 2017 Municipal budget staff are seeking input from Council in regards to a variety of annual conferences to which the City traditionally sends municipally elected delegates to attend.

In 2016 the following number of Council members attended the associated conference:

PDAC (Toronto) – 2 members

NE Fire Conference (North Bay) – 2 members

FONOM (Timmins) – 2 members

AMO (Windsor) – 2 members

It should be noted that Council adopted Resolution No. 2016-460 (September 6, 2016) to forego participation in the 2017 ROMA and 2017 OGRA Conferences.

It is recommended that deliberation on attendance at the above noted conferences be considered at the September 20, 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”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate
Services (A)

Christopher W. Oslund
City Manager

Subject: Lease Agreement – Haileybury
Arena Concession (NL Lions)

Report No.: CS-014-2016
Agenda Date: September 20, 2016

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-014-2016; and
2. That Council directs staff to prepare the necessary by-laws and lease agreement with the New Liskeard Lions Midget Hockey Club for the use of the Haileybury Arena Concession Stand from September 1, 2016 to April 30, 2018 for consideration at the October 4, 2016 Regular Council meeting.

Background

The New Liskeard Lions Midget Hockey Club has operated the concession at the Haileybury Arena since 2013. Previously, we have entered into one year agreements, offering the current tenants first right of refusal prior to advertising. The New Liskeard Lions Midget Hockey Club has requested a two year agreement for the concession.

Analysis

The New Liskeard Lions Midget Hockey Club performs various fundraising activities throughout the year to offset the costs of operating the club. The operation of the concession during the winter season provides the club further opportunity to raise funds required.

Staff is recommending entering into a lease with the Hockey Club for the 2016/2017 season and the 2017/2018 season at the same rate of \$100 per month.

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

Financial / Staffing Implications

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

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

The City will receive \$100 per month for the rental of the space from September 1, 2016 to April 30, 2018.

Alternatives

No alternatives were considered.

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

By-law No. 2016-000

**Being a by-law to enter into a Lease Agreement with the New
Liskeard Lions Midget Hockey Club for the operation of the
Haileybury Arena Concession – September 2016 to April 2018**

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

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

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

And whereas Council considered Administrative Report CS-014-2016 at the September 20, 2016 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a lease agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession stand from September 1, 2016 to April 30, 2018 for consideration at the September 20, 2016 Regular Council meeting;

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

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession Stand for the period covering September 1, 2016 to April 30, 2018, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th, day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2016-000
Lease Agreement between
The Corporation of the City of Temiskaming Shores
and
New Liskeard Lions Midget Hockey Club
For the operation of the Haileybury
Arena Concession Stand

The Corporation of the City of Temiskaming Shores

- and -

The New Liskeard Lions Midget Hockey Club

LEASE

Kelly Conlin
Director of Corporate Services (A)
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This lease made this 20th day of June, 2015

Between:

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

And:

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

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

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

1. Leased Premises

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

2. Term

To hold the premises for a term commencing on September 1, 2016, to April 30, 2018.

3. Rent

The Tenant shall pay the Landlord One Hundred Dollars (\$100) plus applicable taxes per month payable on the first day of each month from September 1, 2016 to April 30, 2018.

4. Tenants Covenants

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

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

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

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

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

5. Landlord's Covenants

The Landlord covenants with the Tenant;

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

6. Provisos

Provided always and it is hereby agreed as follows:

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

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

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

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

7. Headings

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

8. Effect of Lease

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

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

Signed and Sealed in
the presence of)

New Liskeard Lions Midget Hockey Club

Manager – Alan Roy

Witness

Name: _____

Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: September 20, 2016
Subject: Ontario150 Community Celebration Program - Amendment
Attachments: None

Mayor and Council:

At the Special Meeting of Council of August 25, 2016 Council passed Resolution No. 2016-431 authorizing the funding application in the amount of \$32,418.74 of a total project cost of \$43,225.00 to the Ministry of Citizenship and Immigration/Ministry of Tourism, Culture and Sport Ontario150 Community Celebration program, of which the municipality would contribute \$3,603.

Following the Special meeting staff was informed that other components of the project being proposed were eligible for funding and were within the maximum amount of funding permitted by the Program. Staff has increased the budget of the project to \$57,628.16, seeking maximum funding of 75% (\$43,221.12) from the Ontario 150 Community Celebration program.

The remaining 25% of funding required by the applicant would include a total contribution from the City of Temiskaming Shores in the amount of \$7,207.04. Other financial contributors will include the New Liskeard BIA at \$3,600.00 and le Centre culturel ARTEM at \$3,600.00

Staff is recommending that Council approve the amended funding application.

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

**The Corporation of the City of Temiskaming Shores
By-law No. 2016-148**

**Being a by-law to amend By-law No. 2005-118, as
amended to appoint a Community Emergency
Management Coordinator and Alternate for the City of
Temiskaming Shores – Kelly Conlin**

Whereas Council of The Corporation of the City of Temiskaming Shores adopted By-law 2005-118 on November 14, 2005, being a by-law to appoint a Community Emergency Management Coordinator and Alternate;

And whereas Council considered Memo No. 005-2016-PPP at the September 6, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Kelly Conlin as an Alternate Community Emergency Management Coordinator at the September 20, 2016 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it expedient to amend By-law No. 2005-118, as amended;

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

1. That Kelly Conlin be hereby appointed as the Community Emergency Management Coordinator Alternate for the City of Temiskaming Shores.

Read a first, second and third time and finally passed this 20th day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-149

A by-law of The Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$180,062.60 towards the cost of the vehicle replacement - 5yr

Whereas subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “Act”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

And whereas subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

And whereas the Council of The Corporation of The City of Temiskaming Shores (the “Municipality”) has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule “A” (individually a “Capital Work” and collectively the “Capital Works, as the case may be”), and authorizing the entering into of a Financing Agreement dated effective as of June 28, 2016 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation (“OILC”) in respect of the Capital Work(s) (the “Financing Agreement”) and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule “A”;

And whereas before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

And whereas the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the “Application”) and the Application has been approved;

And whereas to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$180,062.60 dated October 03, 2016 and maturing on October 03, 2021, and payable in monthly instalments of combined principal and

interest on the third day of each month in each of the years 2016 to 2021, both inclusive on the terms hereinafter set forth;

Now therefore the Council of The Corporation of The City of Temiskaming Shores **enacts as follows:**

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$180,062.60 and the issue of serial debentures therefor to be repaid in monthly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$180,062.60 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$180,062.60, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated **October 03, 2016**, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 1.60% per annum and mature during a period of 5 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by October 03, 2021 and be payable in equal monthly instalments of combined principal and interest on the third day of each month in each of the years 2016 to 2021, both inclusive, save and except for the last instalment which

may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular monthly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of monthly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s), there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations,

exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated

and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be

communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

Read a first and second time this 20th day of September, 2016.

Mayor – Carman Kidd

Clerk - David B. Treen

Read third time and finally passed this 20th day of September, 2016.

Mayor – Carman Kidd

Clerk - David B. Treen

The Corporation of the City of Temiskaming Shores

Schedule "A" to By-law Number 2016-149

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2016-112	Vehicle Replacement - 5yr	\$180,062.60	\$0.00	180,062.60	5 years

The Corporation of the City of Temiskaming Shores
Schedule “B” to By-law Number 2016-149

No. 2016-149

180,062.60

C A N A D A
Province of Ontario
The Corporation of the City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 1.60% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “Municipality”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (October 03, 2021), the principal amount of

ONE HUNDRED EIGHTY THOUSAND SIXTY-TWO DOLLARS AND SIXTY CENTS

----- (\$180,062.60) -----

by monthly instalments of combined equal principal and diminishing interest amounts on the third day of each month in each of the years 2016 to 2021, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the “Amortization Schedule”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in monthly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 1.60% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “OILC Act, 2011”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any

amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 3rd day of October, 2016.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2016-149 of the Municipality duly passed on the 20th day of September, 2016 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Authority Title and by the Treasurer thereof.

Date of Registration: October 03, 2016

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

Legal Opinion

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of 180,062.60 dated October 03, 2016 and maturing on October 03, 2021 in monthly instalments of combined equal principal and diminishing interest amounts on the third day of each month in each of the years 2016 to 2021, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

October 03, 2016

Kemp Pirie Crombeen Barristers, Solicitors and Notaries

Conditions of the Debenture

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on November 03, 2016 and ending on October 03, 2021, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new

Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance

on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

The Corporation of the City of Temiskaming Shores
Schedule "C" to By-law Number 2016-149

LOAN AMORTIZATION SCHEDULE

Loan.....: 1558
 Name.....: The Corporation of The City of Temiskaming Shores
 Principal: 180,062.60
 Rate.....: 01.6000
 Term.....: 60
 Paid.....: Month
 Matures...: 10/03/2021

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	11/03/2016	3,245.73	3,001.04	244.69	177,061.56
2	12/03/2016	3,233.89	3,001.04	232.85	174,060.52
3	01/03/2017	3,237.57	3,001.04	236.53	171,059.48
4	02/03/2017	3,233.49	3,001.04	232.45	168,058.44
5	03/03/2017	3,207.31	3,001.04	206.27	165,057.40
6	04/03/2017	3,225.34	3,001.04	224.30	162,056.36
7	05/03/2017	3,214.16	3,001.04	213.12	159,055.32
8	06/03/2017	3,217.18	3,001.04	216.14	156,054.28
9	07/03/2017	3,206.26	3,001.04	205.22	153,053.24
10	08/03/2017	3,209.02	3,001.04	207.98	150,052.20
11	09/03/2017	3,204.95	3,001.04	203.91	147,051.16
12	10/03/2017	3,194.42	3,001.04	193.38	144,050.12
13	11/03/2017	3,196.79	3,001.04	195.75	141,049.08
14	12/03/2017	3,186.53	3,001.04	185.49	138,048.04
15	01/03/2018	3,188.63	3,001.04	187.59	135,047.00
16	02/03/2018	3,184.56	3,001.04	183.52	132,045.96
17	03/03/2018	3,163.11	3,001.04	162.07	129,044.92
18	04/03/2018	3,176.40	3,001.04	175.36	126,043.88
19	05/03/2018	3,166.80	3,001.04	165.76	123,042.84
20	06/03/2018	3,168.24	3,001.04	167.20	120,041.80
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30	04/03/2019	3,127.46	3,001.04	126.42	90,031.40
31	05/03/2019	3,119.44	3,001.04	118.40	87,030.36

32 06/03/2019	3,119.31	3,001.04	118.27	84,029.32
33 07/03/2019	3,111.54	3,001.04	110.50	81,028.28
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36 10/03/2019	3,099.70	3,001.04	98.66	72,025.16
37 11/03/2019	3,098.92	3,001.04	97.88	69,024.12
38 12/03/2019	3,091.81	3,001.04	90.77	66,023.08
39 01/03/2020	3,090.76	3,001.04	89.72	63,022.04
40 02/03/2020	3,086.68	3,001.04	85.64	60,021.00
41 03/03/2020	3,077.34	3,001.04	76.30	57,019.96
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43 05/03/2020	3,072.08	3,001.04	71.04	51,017.88
44 06/03/2020	3,070.37	3,001.04	69.33	48,016.84
45 07/03/2020	3,064.19	3,001.04	63.15	45,015.80
46 08/03/2020	3,062.21	3,001.04	61.17	42,014.76
47 09/03/2020	3,058.13	3,001.04	57.09	39,013.72
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49 11/03/2020	3,049.98	3,001.04	48.94	33,011.64
50 12/03/2020	3,044.45	3,001.04	43.41	30,010.60
51 01/03/2021	3,041.82	3,001.04	40.78	27,009.56
52 02/03/2021	3,037.74	3,001.04	36.70	24,008.52
53 03/03/2021	3,030.51	3,001.04	29.47	21,007.48
54 04/03/2021	3,029.59	3,001.04	28.55	18,006.44
55 05/03/2021	3,024.72	3,001.04	23.68	15,005.40
56 06/03/2021	3,021.43	3,001.04	20.39	12,004.36
57 07/03/2021	3,016.83	3,001.04	15.79	9,003.32
58 08/03/2021	3,013.27	3,001.04	12.23	6,002.28
59 09/03/2021	3,009.20	3,001.04	8.16	3,001.24
60 10/03/2021	3,004.19	3,001.24	3.95	0.00

187,387.45 180,062.60 7,324.85

No. 2016-149

\$180,062.60

C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 1.60% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (October 03, 2021), the principal amount of

ONE HUNDRED EIGHTY THOUSAND SIXTY-TWO DOLLARS AND SIXTY CENTS

----- (\$180,062.60) -----

by monthly instalments of combined equal principal and diminishing interest amounts on the third day of each month in each of the years 2016 to 2021, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in monthly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 1.60% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at the The Corporation of The City of Temiskaming Shores as at the 3rd day of October, 2016.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2016-149 of the Municipality duly passed on the 20th day of September, 2016 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Authority Title and by the Treasurer thereof.

Date of Registration: October 03, 2016

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

Legal Opinion

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$180,062.60 dated October 03, 2016 and maturing on October 03, 2021 in monthly instalments of combined equal principal and diminishing interest amounts on the third day of each month in each of the years 2016 to 2021, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

October 03, 2016

Kemp Pirie Crombeen Barristers, Solicitors and Notaries

Conditions of the Debenture

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of monthly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on November 03, 2016 and ending on October 03, 2021, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular monthly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized

denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

LOAN AMORTIZATION SCHEDULE

Loan.....: 1558
 Name.....: The Corporation of The City of Temiskaming Shores
 Principal: 180,062.60
 Rate.....: 01.6000
 Term.....: 60
 Paid.....: Month
 Matures...: 10/03/2021

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1	11/03/2016	3,245.73	3,001.04	244.69	177,061.56
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22	08/03/2018	3,160.09	3,001.04	159.05	114,039.72
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59	09/03/2021	3,009.20	3,001.04	8.16	3,001.24
60	10/03/2021	3,004.19	3,001.24	3.95	0.00

187,387.45 180,062.60 7,324.85

Certificate

To: Kemp Pirie Crombeen Barristers, Solicitors and Notaries

And To: OILC

IN THE MATTER OF an issue of a 5 year, 1.60 % serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$180,062.60 Debenture Amount for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2016-149 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **Do hereby Certify that:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the September 20, 2016 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-law") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-law the same was signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation.

4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law nor have the same been in any way repealed, altered or amended and the Debenture By-law and the Authorizing By-law are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law have been previously issued.
8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the respective net cost of such Capital Work(s) to the Municipality.
9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of \$180,062.60 which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.
10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.
11. The Authorizing By-law and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

Dated at the The Corporation of The City of Temiskaming Shores as at the 3rd day of October, 2016.

[AFFIX SEAL]

David B. Treen, Clerk

Certificate of Signature and No Litigation

TO: Kemp Pirie Crombeen Barristers, Solicitors and Notaries

And To: OILC

IN THE MATTER OF an issue of a 5 year, 1.60% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$180,062.60, authorized by Debenture By-law Number 2016-149 (the "Debenture By-law")

I, Laura Lee MacLeod, Treasurer of the Municipality, do hereby certify that on or before October 03, 2016, I as Treasurer, signed the fully registered serial debenture numbered 2016-149 in the principal amount of \$180,062.60 dated October 03, 2016, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before October 03, 2016, the OILC Debenture was signed by Carmen Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Carmen Kidd, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

Dated at The Corporation of The City of Temiskaming Shores as at the 3rd day of October, 2016.

Laura Lee MacLeod
Treasurer

I, David B. Treen, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

David B. Treen
Clerk

Debenture Treasurer's Certificate

To: Kemp Pirie Crombeen Barristers, Solicitors and Notaries

And To: OILC

IN THE MATTER OF an issue of a 5 year, 1.60% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$180,062.60, authorized by Debenture By-law Number 2016-149 (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Laura Lee MacLeod, Treasurer of the Municipality, **Do hereby Certify that:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2016.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.

5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work(s) to the Municipality.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof.

Dated at the The Corporation of The City of Temiskaming Shores as at the 3rd day of October, 2016.

[AFFIX SEAL]

Laura Lee MacLeod, Treasurer

The Corporation of the City of Temiskaming Shores

By-law No. 2016-150

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 for consideration at the September 20, 2016 Regular Council meeting;

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 20th day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2016-150

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 1st 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, 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 20th day of September, 2016 passed By-Law No. 2016-150 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 1st, 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) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) Hydro/Utility costs, Propane in North Cobalt, generator fuels;
- (e) charges for any Optional Services that are provided by OCWA to the Client;
- (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. No Service Fees shall apply.

- (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 as outlined in Appendix D.
- (b) No later than August 31st 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 and laboratory expenses 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 receipt of the 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 - 1 Browning Street**, Haileybury, ON POJ 1KO

The water treatment system is a chemically assisted filtration process and air scour backwash system. The low lift station has submersible turbine pumps. The chemicals are added for process.

The facility includes an off-site reservoir located at 400 Niven St. South, Haileybury, Ontario POJ 1KO- which has a low pressure gravity and high pressure booster pump distribution system.

2) **Haileybury Wastewater Treatment Plant - 275 View Street** Haileybury, Ontario POJ 1KO

The wastewater treatment plant consists of treatment tanks. The treatment method is extended aeration with cominunator, aeration tanks, final clarifier, sludge holding and chlorine disinfection chamber. 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 -543083 Proctors Rd**, North Cobalt, ON POJ 1KO

This facility has a service building with laboratory, control room, chemical treatment supply and storage area workshop, and disinfectant effluent system. A cell aerated lagoon treatment system has continuous discharge into Mill Creek. There is yard piping influent chamber, grit channel and 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.

Pumping Station No. 2 Station St., North Cobalt, ON POJ 1KO

Pumping Station No. 3 (Queen) Groom Dr., North Cobalt, ON POJ 1KO

4) Dymond Wastewater Pumping Station and Collection System -783495 Gray Rd., Township of Dymond

A single gravity fed pumping station consisting of a bar screen, two submersible pumps discharging into the New Liskeard/Dymond Wastewater Lagoon, an auxiliary generator, a mag flow meter and level control.

5) Dymond Reservoir –286 Raymond Street, Lot 9, Conc. 4, Township of Dymond

A reservoir/pump station consisting of a single story concrete building housing the high lift pumps, valves, emergency stand- by power unit, sodium hypochlorite chemical feed systems, chlorine residual and turbidity monitoring units and alarm systems. The on-site reservoir consists of interconnected baffled cells .

6) New Liskeard/ Dymond Wastewater Treatment -177304 Bedard Road , Township of Dymond and Various Sanitary Lift Stations within the Collection System

Wastewater treatment lagoon consisting of aerated lagoons, equipped with a diffused air aeration system and 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 in- building storage tank and a 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) - – 185 Niven Street North - 800 KVA genset, has three pumps all enclosed in a building.
- #2- **Whitewood Avenue Lift Station** - –57 Riverside Drive at the south side of the Wabi River -Has three pumps in a submersible pump station (outdoor) configuration and one bypass pump with emergency hypochlorination equipment in a small building.
- #3 - **Cedar Street Lift Station** (by arena) two pumps - very small submersible station, no building.
- #4 - **Montgomery Street Lift Station-** – 125 Montgomery Avenue - 9.4 KVA generator, two 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 -305 McCamus Avenue, New Liskeard

Groundwater supply consisting of two water wells

Well No.3 - New Liskeard- 301 McCamus Avenue, New Liskeard - includes a pump, located adjacent to filter plant site

Well No.4- - New Liskeard- 301 McCamus Avenue, New Liskeard - includes a pump, located adjacent to filter plant site

Treatment and storage facility consisting of an iron removal plant consisting of pressurized filters, chlorination system, aeration system, clearwells, 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, P0J 1K0

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 1st to December 31st 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
- (ii) Operation and Maintenance of treatment equipment including start-up and shut-down.

PFC Pool (12 months)

- (iii) Maintenance of chlorine and acid injection system
- (iv) Maintenance, calibration and refurbishment of online instruments. Refurbishment will be done at cost plus basis.

Haileybury Beach (5 months – May to September inclusive)

- (v) Operation and maintenance of the water purification system for the beach
- (vi) Operation and Maintenance of chlorination equipment for the beach and the wading pool.

City Hall

- (vii) 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 1st, 2017 through to December 31st, 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
SUM	\$682,604

- ii) For Year Two and subsequent Years: \$682,604 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, chemicals and laboratory expenses). 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			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Client	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Adjustment			
Check Appropriate Type of Change			
Apply (Y/N)	Type of Change:		
	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			
Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

Appendix H - Expenditure Request and Approval to Proceed



EXPENDITURE REQUEST



Type of Expenditure: _____ City Assigned Request No.: 2010 - _____

<input type="checkbox"/>	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, MOL) or identified through an inspection (ESA, MOE, MOL). See Sec. 4.7 of By-law 2006-072.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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
Total Part A:				

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"/>				
Sub-Total Part B:				
Mark-up:				
Total Part B:				
Total Part A:				
Total:				

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

The Corporation of the City of Temiskaming Shores

By-law No. 2016-151

**Being a by-law to adopt an Age Friendly Community Plan
for the City of Temiskaming Shores**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 a presentation from the Age Friendly Community Coordinator in regards to the Final Age Friendly Community Plan at the July 5, 2016 Regular Council meeting and adopted Resolution No. 2016-352 directing staff to prepare the necessary by-law to adopt an Age Friendly Community Plan for the City of Temiskaming Shores 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 adopts an Age Friendly Community Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and 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 20th day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



AGE FRIENDLY COMMUNITY PLAN

City of Temiskaming Shores and Area

Making Temiskaming Shores More Age Friendly
Through collaboration and cooperation

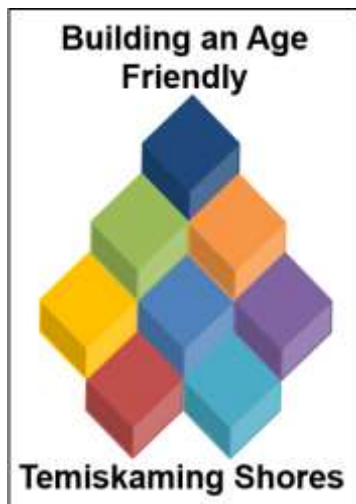


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Introduction:

The City of Temiskaming Shores is a welcoming community, rich in natural beauty and vibrant town centers. The City is situated on the beautiful shores of Lake Temiskaming and is comprised of the former municipalities of Haileybury, New Liskeard and Dymond. There are several communities located just outside Temiskaming Shores that contribute to the social and physical landscape. Temiskaming Shores boasts that residents experience an exceptional quality of life due to the natural beauty of the area and the wide range of services/programs available.

As with almost all areas in Ontario, the population of Temiskaming Shores is aging. In 2011, 20% of the population was 65 and older and 35% was 55 and older, an 8% increase in individuals over 65 from 2006 to 2011.

According to the Government of Ontario, the oldest members of the Baby Boomers turned 65 in 2011 and by 2036 the population of those 65 and older will double (Finding the Right Fit). In Temiskaming Shores, the percentage of the population aged 65+ and 55+ is higher than in the rest of Ontario and Canada and the median age is about 5 years higher. Temiskaming Shores is aging faster than the rest of Ontario and Canada.

It is estimated that by 2036, 30% of the population in Canada will be over 65. Based on Temiskaming Health Unit projections, by 2021 26% of the population will be over 65 and by 2031, 32% of the population will be over 65. Knowing that the population of older adults is increasing, and is expected to continue over the coming years, the community is at a crucial point to take stalk and start making changes to strive to make the community more Age Friendly.

There are several other unique characteristics of residents in Temiskaming Shores and the Timiskaming District. Situated so close to Quebec, a sizeable portion of the population speaks French. As of 2011,

- 78% spoke English and 20% spoke French most often at home, and
- 57.5% spoke English only, 2.6% French only and 39.9% both English and French.

Based on data from the Timiskaming Health Unit, older adults in Timiskaming were:

- more likely to feel a somewhat strong or very strong sense of belonging to the local community,
- less likely to be a current smoker than the general population,
- less likely to report heavy drinking than the general population, and
- 87.7% of older adults reported their life satisfaction as satisfied or very satisfied.

There are also some challenges older adults face living in the Timiskaming District. Older adults were:

- less likely to perceive their general and mental health as very good or excellent than the province as a whole
- more likely to have arthritis and high blood pressure
- less likely to have a regular medical doctor

Residents in the Timiskaming area also have:

- lower levels of education than the rest of Ontario, and
- lower median after tax income than the rest of Ontario (16.6% of the population were considered living with low income, compared with 13.9% in the province as a whole).

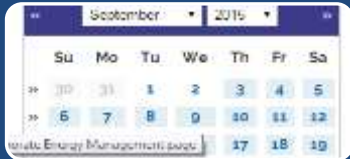
Who is an Older Adult?

When people hear Age Friendly they often aren't sure who is included. Though there is no age associated with the Age Friendly initiative, the movement targets older adults. Older adults include individuals usually over 55 but also includes younger adults who may require the services and programs associated with those over 55. For this study, anyone who felt they should be included were.



What does an Age Friendly Community Look Like?

According to the World Health Organization (WHO), an age friendly City has both the physical and social structures in place to allow older adults to maintain a high quality of life. The WHO developed 8 categories to be considered when looking at creating an Age Friendly community. These include:



Communication and Information

•Is information about community events and services communicated in appropriate formats and readily accessible?



Outdoor Spaces and Public Buildings

•Are outdoor spaces barrier free and safe? Are public buildings accessible? Do older persons feel comfortable in public spaces?



Housing

•Are there services available so older persons can age in place? Is there a variety of affordable housing option available?



Social Participation

Are there opportunities for older adults to participate in leisure, social, cultural and spiritual activities in the community?



Transportation

Is transportation accessible, affordable, safe and convenient for older persons?



Community Support and Health Services

Can older adults access high quality health and support services, including both mental and physical health as well as prevention programs?



Respect and Social Inclusion

How does the community perceive older adults? Do older adults feel respected and included?



Volunteering, Civic Participation and Employment

Are there opportunities for older persons to stay in the workforce, volunteer and contribute to the local political atmosphere?

Purpose of the Plan

The objective of the Age Friendly Community Plan is to determine what aspects of an Age Friendly Community are already in place and those that need improvements to increase the quality of life of older adults. Identified gaps will be examined and possible solutions determined. The goal is to determine the best, most fiscally responsible way to make Temiskaming Shores as age friendly as possible. This may involve fundraising, applying for grants and creating community partnerships. The hope is to bring the community together and work collectively to make Temiskaming Shores more age friendly.



Planning Process

The planning process began in July 2015 and wrapped up in July 2016. The planning process involved four (4) stages and each stage is outlined below.



Age Friendly Temiskaming Shores Vision

The Age Friendly Steering Committee determined the vision for the Age Friendly movement in Temiskaming Shores:

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.

This vision guided the Steering Committee in the planning process.

Public Consultation

As a similar study has not been completed in the area, community engagement was key to fully understanding the current and future needs of older adults in the community. Also, it has been found that when people are engaged in the process, they are more likely to endorse and assist in implementing a plan. For this reason, the Age Friendly Committee engaged as many people as possible in the process, through several different methods, and throughout all stages of the planning process. Below outlines how the public was involved in each stage. The process was made possible through the Government of Ontario's Age Friendly Community Planning Grant and the Community Transportation Pilot Program.

Stage 1

There was an initial press conference inform the public that the City was embarking on the planning process and that input would be requested along the way, followed by an initial newspaper article and radio messaging. Businesses, agencies, clubs, groups and older adults were contacted for their input. People were also encouraged to call and speak with the coordinator at any time.

The Age Friendly Steering Committee was formed and included service providers and older adults. There were two (2) Age Friendly Cafés held, one in New Liskeard and one in Haileybury. Participants were given the opportunity to discuss their concerns in all 8 areas outlined by the WHO. In total, approximately 700 older adults and service providers were consulted.

Stage 2

The Age Friendly Coordinator continued to discuss the project with interested groups and individuals. The focus in stage two (2); however, was on distributing the surveys. A comprehensive survey was developed and distributed in both English and French. The survey was available online and in paper copy. Paper copies could be picked up at 14 different locations throughout New Liskeard, Haileybury, Dymond and Cobalt. In total 280 surveys were completed and returned.

Stage 3

Five (5) strategic planning sessions were held with community partners to determine recommendations. Over the five (5) days, a total of fifty-eight (58) service providers and older adults participated in the sessions. The public was then invited to the Age Friendly BBQ and Public Consultation to give their input into the recommendations before they were finalized. Between 120 and 140 older adults came out to the BBQ and provided input into the plan recommendations.

Key Findings

The sections below summarize the findings from the public consultation process leading to the creation of recommendations. For a more in depth analysis of the findings from each stage, please see the extended notes available from the Steering Committee.

Outdoor Spaces and Public Buildings:

Two main themes emerged with regards to Outdoor Spaces and Public Buildings. Though many survey respondents did not indicate accessibility was a top issue, as people age the percentage of the population with a disability increases. Therefore, this issue will continue to increase as the population ages.

1. Accessibility of Buildings and Public Areas

Accessibility was brought up many times with regard to outdoor spaces and public buildings. Older adults want to see accessible upgrades, such as hand railings, easy to open doors and ramps, to make it easier to access public spaces. The addition of accessible washrooms strategically located was also identified as **essential**.

2. Becoming more Pedestrian Friendly

The most predominant theme was the need to make changes to make walking easier and safer for older adults. There is a need for an increased number of sidewalks or pathways, especially in Dymond and Haileybury. Most older adults did not feel safe walking on the road. Snow removal on both roads and sidewalks as well as in parking areas continues to be an issue in winter and hinders the ability of older adults to remain active. Installing more benches in areas where older adults walk is a necessity to allow older adults to rest when necessary. Longer amounts of time are necessary to cross at the intersections of Armstrong Street and Whitewood Ave, and Whitewood Ave and Paget Street in New Liskeard.

Transportation:

Four (4) main themes arose with regard to Transportation in Temiskaming Shores. Most older adults still drive their own vehicles; however, as they age they are more likely to require alternative transportation options. The survey revealed that almost 40% of respondents depended on family to get where they needed to go and 16% indicated that their biggest barrier to transportation is they don't want to inconvenience others. As the population continues to age, transportation will become an issue for a greater percentage of the population.

1. Public Transportation Upgrades

Though older adults appreciate the public transit system, they would like to see some upgrades. Older adults would like to see bus stops moved or added closer to buildings that house older adults. Also, bus stops require benches and shelters as it is difficult for some older adults to stand and wait for the bus. Snow removal at bus stops needs to be a priority as older adults have more difficulty managing snowbanks. Finally, older adults would like more training on how to navigate the system and how to read the transit schedule.

2. Increased Availability and Access to Door to Door Transportation

Need for increased access to transportation for both in-town and out-of-town appointments. The service should be extended to include some evening and weekend hours. There is a need for more transportation options for out-of-town medical appointments. The service needs to be affordable for those with limited resources.

3. Special Event Transportation

Older adults would like more transit options to attend special events such as shopping trips, farmers market, hockey games, onetime events and attending church. Chartrand's has recently provided a service to assist older adults in getting groceries that is being received quite well.

4. Better Information on Services

Older adults often don't know about their options and how to access them. Their confusion often results in not using any service. More coordination is required among service providers that ensures ease of booking and gaining information.

Housing:

With regard to Housing there were three (3) main themes that emerged.

1. Need for More Housing

Older adults feel there needs to be more geared to income and moderately priced units for older adults. The wait list for geared to income and market rate apartments is very long in New Liskeard and Haileybury. Many people indicated that they could afford a mid-priced option but none exist. There are several more expensive options but not many in the mid-range.

Older adults would like to see more two (2) bedroom units and it is very important that they remain in the community where they live. They express the desire to live in senior only buildings.

2. Need for More Services to Allow Older Adults to Remain in their Home

Many older adults wish to stay in their own home; however, many need some assistance to do so. The need for subsidies for home renovations, taxes, snow removal, lawn maintenance as well as health and personal care services was identified. Many older adults expressed the discrepancy between what they get from pensions and the government and the cost of maintaining a home. Without more assistance many older adults are forced to move into apartments where the maintenance costs are less.

3. Better Dementia/Palliative Care

Some older adults would like to see the creation of a dedicated palliative care room. Continuation of the Palliative Care Group is also required. There is also a need for a dedicated dementia wing in one of the two long term care facilities.

Social Participation:

Social participation is strongly associated with health and well-being. There were two (2) main themes that emerged when discussing social participation in Temiskaming Shores.

1. More Opportunities

Older adults are looking for more opportunities to get out and participate in a variety of activities including physical, social and intellectual. Some older adults are looking for an Older Adult Centre and others are looking for activities closer to home. They are looking for more intergenerational opportunities and events during the day, evenings and weekends. Activities that accommodate individuals who speak both languages are needed.

2. Better Coordination/Information

Most older adults express one of two comments when consulted. “There is always a lot going on with this community” or “not much available”. For those who were well linked to the community, knowing where to find recreational activities was easy. However, many people had no idea where to look. A more coordinated approach to recreation opportunities was identified as a need.

Respect and Social Inclusion:

With regard to respect and social inclusion most of the feedback has been quite positive. Older adults “love” living in Temiskaming Shores and feel included in the community. Most feel respected and do not feel isolated all of the time. Most older adults indicated that they are not treated disrespectfully in the community due to their age; however, some older adults feel that the younger generation can be disrespectful. Most older adults were very appreciative of being consulted.

Civic Participation, Volunteering and Employment:

This section includes three (3) areas that have been separated below.

Civic participation:

1. Voting

Older adults who do not drive find it difficult to get to polling stations but feel voting is very important.

Employment:

1. More Skills Training

There was not extensive discussion surrounding employment due to many who participated in the consultation were retired. Older adults find they need more skills training as the introduction of technology has changed the work and social environment. Older adults are also looking for more flexible hours.

Volunteering:

1. Need for Volunteers

Many older adults would like to see a network of volunteers created to assist older adults. Ideally there would be a call number for older adults to connect with a volunteer. The volunteer could assist with anything from light housework to just being a companion or driving to appointments. High school students could be utilized to help with things like leaf raking or snow shoveling that could be used towards their volunteer hours.

2. More Coordination and Recognition of Volunteers

Many older adults volunteer extensively. However, there are a group of older adults who would like to get involved but are not sure how. Older adults would like a more coordinated approach to volunteer opportunities such as a

Volunteer Board or 1-800 number. Older volunteers also state that they should be recognized for their contributions and be given enough training to do their job well.

Communication and Information:

With regard to Communication and Information there were two (2) main themes that arose. It should be noted that communication was brought up in most of the other sections. Specific information on communication can be found in specific sections as it was identified as important. Below are some general communication comments that came up through the public consultation process.

1. More Coordinated Approach to Communication

Currently older adults are not sure where to find information as each organization provides their own information in their own way. Older adults would like to see a Community Guide or similar service that outlines services available and who to contact about the services. They would like to see a calendar of events pertaining to older adults or a person they can talk with. It is important to use a variety of methods (i.e. print, social media, radio etc.) to reach older adults as this generation is diverse in their comfort with the internet versus print media.

2. Increased Information Sharing

Older adults need more information about services and programs available to them. As older adults experience new life events as they age they are not sure what's available to them and not sure who to ask.

Community Support and Health Services

There were five (5) themes that emerged with regard to Community Support and Health Services. Several themes overlap due to the interrelated nature of support and housing, transportation and information.

1. Better Coordination of Services and Information

Many older adults are not aware of support and health programs and how to access them. There is much confusion surrounding who provides what services and which require/do not require a doctor's referral. Providers need to work together to make the system easier to navigate and provide information together rather than in silos. Internet is not yet the best way to reach older adults and 1-800 numbers not answered by a person can be very

confusing. There needs to be avenues where older adults can speak with a person about their needs and services available.

2. More Doctors and Specialists locally

Unfortunately, there is a shortage of doctors in the area, creating a situation where the Emergency Department is the only way some older adults can seek medical care. It is highly recommended the City continue to seek new doctors for the area. Though some specialists make the trip to the Temiskaming Hospital, more often residents need to commute to Sudbury, North Bay, etc. for specialist's appointments. Though there are government grants to assist with the cost, these trips can be very stressful and costly for older adults.

3. More Services and increased Time per Visit

There is a need for more in-home care services to help older adults remain independent longer and avoid unnecessary trips to the emergency room. Older adults would like more time allotted to them for in-home assistance as appointments often feel rushed. Older adults who do not qualify for assistance, would like more guidance in finding private services.

4. Dedicated Palliative Care

The need for hospice palliative care services was outlined.

5. Transportation

Transportation continues to be an issue for older adults to get to both in-town and out-of-town medical appointments. It can be quite expensive to make trips for medical appointments. Older adults would like to see a volunteer program similar to that run by the Cancer Care Society.

Recommendations

Based on the findings, recommendations were created with input from service providers and older adults. Each WHO area is outlined with opportunities to become more Age Friendly, action items and desired outcomes. There are many ways the action items can be achieved and will take agencies working together to achieve each action item. Ideas for implementation can be found with the Steering Committee.





Communication and General



Opportunity:

Action Items:

Create a sustainable source for all information related to older adults

Ensure all information is provided online and in print format

Create a community guide that contains all information pertaining to older adults



Work towards having all information available in both French and English



Implement and evaluate the Age Friendly Community Plan

Implement an Age Friendly Coordinator/Programmer to assist in implementation and evaluation of the plan. This may be a shared role amongst several agencies

Join the World Health Organizations Age Friendly Network

Update the plan to reflect progress in implementation and changes in the community.



Evaluate and report to the public yearly, the accomplishments of the Age Friendly Plan and Steering Committee



Services easier to access



Improve/maintain health & wellness



Decreased isolation



Increased communication



Decrease stress and anxiety



Age in place

Communauté favorable aux aînés



Temiskaming Shores

Building an Age Friendly



Temiskaming Shores



Outdoor Spaces and Public Buildings



Opportunity:

Action Items:

Develop and expand pedestrian friendly features to increase walkability

Increase the number of benches and seating areas along pathways, walking routes and shopping areas. Including bus stops



Short

Investigate the feasibility of increasing year round maintenance of roads and sidewalks/pathways



Medium

Create and expand multi-use pathways and/or sidewalks as roads are created or repaired



Long

Develop strategies to ensure prompt snow removal of snowbanks from downtown parking areas and transit stops



Develop a Recreation Master Plan that includes active transportation (e.g. walking cycling, wheeling)



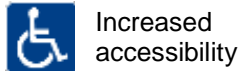
Increase safety of pedestrian crossings by:

- Increase amount of time to cross at traffic lights
- Install countdown signal to existing crossings
- Flag system at high frequency crossings
- Educate pedestrians, cyclists, & drivers on safely sharing the road



Create a Community Map that outlines key features including washrooms, trails/pathways, etc.





Increased accessibility



Increased walkability



Increased safety



Change in mindset



Increased communication



Services easier to access



Improve/maintain health/wellness



Decreased isolation



Decrease stress & anxiety

Communauté favorable aux aînés



Opportunity:

Action Items:

Short

Increase access to public washrooms

Create partnerships with local businesses to increase access to washroom facilities in public areas (especially businesses with accessible washrooms)



Create strategies to ensure clear communication about when public washrooms will be open and closed (daily and seasonally) and where they are located



Building an Age Friendly



 Increased accessibility	 Increased walkability	 Increased safety	 Change in mindset	 Increased communication
 Services easier to access	 Improve/maintain health & wellness	 Decreased isolation	 Decrease stress & anxiety	



Opportunity:

Action Items:

Ensure the needs of older adults are considered when designing new or upgrading existing public buildings and open spaces

Create partnerships to start a ramp project to assist businesses with one or two stair entrances/exits

Adapt existing Age Friendly Business guide with input from local businesses as a resource

Create a Chamber of Commerce "Age Friendly Businesses" award to encourage businesses to become Age Friendly


Explore the possibility to initiate an Age Friendly Business program (i.e. recognition, identification, accreditation)

Sh 

 
medium

Lo   

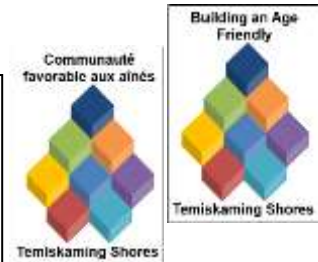
Recommend the City to continue making accessible upgrades to municipal buildings and park spaces beyond AODA requirements 



Improve parking for older adults across Temiskaming Shores by increasing the number of accessible parking spots, creating senior only parking spaces and/or paving existing parking lots



Increased accessibility	Increased walkability	Increased safety	Change in mindset	Increased communication
Services easier to access	Improve/maintain health & wellness	Decreased isolation	Decrease stress & anxiety	



Opportunity:

Action Items:

Develop partnerships to increase the number of affordable housing units for older adults

Ensure contractors have access to the findings of this study when planning for new development

Short

Work with municipal planning department to ensure zoning by-laws affecting housing match the needs of older adults


Medium


Develop partnerships between all levels of government and private entities to construct more apartments for older adults including rent geared to income, market rate (based on CMHC's maximum rent levels), and affordable units

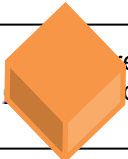



Have the City assist contractors with developments that benefit older adults, for example: free or decreased price land, tax breaks, permit assistance, etc.



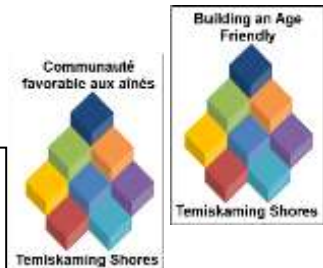
 Decrease wait time

 Decrease stress and anxiety

 Increased availability of housing

 Increased communication





 Services easier access



Short

Improve awareness of housing for older adults

Create a directory of housing options that indicates who manages them and how to access each option

Create a     to assist older adults to stay in home including support services, tax credits, etc.



Decrease wait time



Decrease stress and anxiety



Increased availability of housing



Increased communication



Services easier to access

Communauté favorable aux aînés



Temiskaming Shores

Building an Age Friendly



Temiskaming Shores

Social Participation

Opportunity:

Action Items:

Improve access to recreation and social programming aimed at improving the quality of life of older adults

Promote service providers to offer "Try it days" or open houses



Work with older adults to remove barriers to participation



Expand pathways and trails to encourage physical activity and provide a means of getting to/from activities



Medium

Expand existing opportunities to include programs for older adults identified in this study that are not currently being offered in the community (i.e. indoor walking)



Create partnerships to develop an Older Adult Centre (Stand alone or part of a community hub)



Advertise the accessible feature of programs and modifications that can be made for older adults with physical or mental challenges



Increased accessibility



Increased walkability



Increased safety



Change in mindset



Increased communication



Services easier



Improve/maintain



Decreased



Decrease stress

Communauté favorable aux aînés



Building an Age Friendly



Temiskaming Shores

Social Participation

Opportunity:

Action Items:

Short

Improve communication about social and recreational opportunities

Develop a system for compiling leisure opportunities



Develop a system for sharing information on leisure opportunities, such as a calendar



Implement an Age Friendly Coordinator/Programmer to assist in implementation and evaluation of the plan. This may be a shared role amongst several agencies



Increased accessibility



Increased walkability



Increased safety



Change in mindset



Increased communication



Services easier to access



Improve/maintain health & wellness



Decreased isolation



Decrease stress & anxiety

Communauté favorable aux aînés



Building an Age Friendly



Temiskaming Shores

Temiskaming Shores

Transportation

Opportunity:

Action Items:

Increase coordination among transit service providers

Develop a comprehensive document to raise awareness of local transportation providers



Develop a 1-800 number to call for information about transit services for older adults



Encourage transit providers to meet at least twice yearly to share information and continue shared promotion of services



Increase awareness of existing transportation services

Create and deliver a public education campaign that includes (but not limited to):

- a) Physically bringing transit vehicles to older adult festivals and places where older adults live
- b) Expand partnerships with existing agencies that offer Travel Training* to clients
- c) Develop a Travel Training* Program
- d) Encourage providers to have special days where older adults can ride for free
- e) Distribute and promote shared marketing materials and, if applicable, the 1-800 number



*Travel training – teaching individuals or small groups how to use the transit system in a hands on manner.



Increased accessibility



Increased walkability



Increased safety



Change in mindset



Increased communication



Services easier to access



Improve/maintain health & wellness



Decreased isolation



Decrease stress & anxiety

Communauté favorable aux aînés



Temiskaming Shores

Building an Age Friendly



Temiskaming Shores

Transportation

Opportunity:

Action Items:

Improve the existing Public Transit System to be more Age Friendly

Expand membership on the transit committee to include an older adult



Short

Improve amenities at bus stops to include:

- a) Benches and shelters
- b) Signage with bus pick up times



Expand the transit route and frequency of busses



Long

Move or add transit stops closer to places where groups of older adults live



Consult older adults on updating the transit schedule to be more user friendly



Increased accessibility



Increased walkability



Increased safety



Change in mindset



Increased communication



Services easier to access



Improve/maintain health & wellness



Decreased isolation



Decrease stress & anxiety

Communauté favorable aux aînés



Temiskaming Shores

Building an Age Friendly



Temiskaming Shores

Transportation

Opportunity:

Action Items:

Develop strategies to make accessing out of town transportation easier and more affordable

Encourage providers to coordinate services to make connections easier for older adults when travelling out of town

Encourage the expansion of affordable, accessible out of town transit providers

Support organizations in lobbying the Provincial government to increase compensation for out of town medical appointments

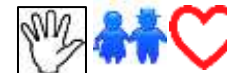
Reach out to neighbouring municipalities to explore a bus service into Temiskaming Shores for medical, shopping, recreation, etc



Short



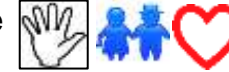
Improve access to door-to-door in town transportation



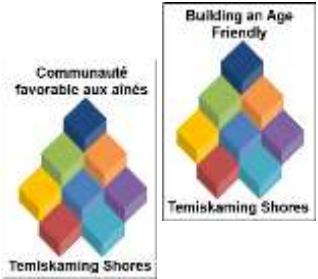
Encourage existing providers to expand their fleet of vehicles and hours of operation (evening and weekends)



Encourage new providers to make available door to door transportation to fill in current gaps in service



 Increased accessibility	 Increased walkability	 Increased safety	 Change in mindset	 Increased communication
 Services easier to access	 Improve/maintain health & well-being	 Decreased isolation	 Decrease stress & anxiety	



Opportunity:

Action Items:

Support agencies in reducing transportation barriers to participate in community events

Encourage organizers to consider transportation at early stages of planning



Encourage organizers to consider providing free or low cost transportation to events targeting older adults



Encourage community wide change in culture regarding public and accessible transit

Promote public transportation as an eco-friendly, cost saving option to driving a personal vehicle



Encourage community champions to take transportation services





Increased accessibility



Increased walkability



Increased safety



Change in mindset



Increased communication



Services easier to access



Improve/maintain health & wellness



Decreased isolation



Decrease stress & anxiety

Communauté favorable aux aînés

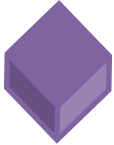


Temiskaming Shores

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Temiskaming Shores



Community Support and Health Services



Opportunity:

Improve access to and experience with the health care system


Action Items:

Short



Encourage partnerships to create a Hospice room in Temiskaming Shores
 











Make accessing transportation for medical appointments easier and reasonably priced (see Transportation for more details)
  

Advocate government to increase funding for community supports
  


Encourage physicians to use telemedicine whenever possible
  

Medium


Assist the Physician Recruitment Committee to attract new physicians to the area
 

 Increased accessibility	 Increased walkability	 Increased safety	 Change in mindset	 Increased communication
 Services easier to access	 Improve/maintain health & wellness	 Decreased isolation	 Decrease stress & anxiety	 Age in place/ stay in home

Communauté favorable aux aînés

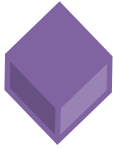


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Temiskaming Shores

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Community Support and Health Services



Opportunity:

Action Items:

Improve awareness of and access to home care supports to encourage older adults to stay in their home

Create partnerships with local agencies to initiate a "Snow Angels" and "Yard Angels" program



Encourage expansion of services and eligibility for in-home services such as: house cleaning, small home repairs, personal care, etc.



Advocate to make accessible features standard in new construction

Create partnerships with the local Stay On Your Feet coalition to assist older adults



Advocate for increased Provincial and Federal funding to provide necessary assistance for older adults



Educate older adults that they can self-refer for certain services



Work with existing organizations to break down barriers to accessing services and encourage older adults to ask for help



Increased accessibility



Increased walkability



Increased safety



Change in mindset



Increased communication



Services easier to access



Improve/maintain health & wellness



Decreased isolation



Decrease stress & anxiety



Age in place/ stay in home

Communauté favorable aux aînés



Building an Age Friendly



Tamiskaming Shores

Tamiskaming Shores



Community Support and Health Services



Opportunity:

Action Items:

Short

Medium

Encourage more collaborative information sharing amongst agencies

Encourage more open communication among agencies that provide services to older adults   

Raise awareness of programs and services

Create a coordinated guide for older adults of health services provided in the community (part of community guide).

Use a “peers talking to peers” approach to change the culture of asking for help



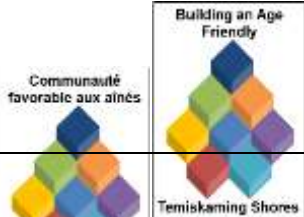
Raise awareness and access to prevention and education programs

Encourage the creation of a pedestrian friendly community (see Outdoor Spaces and Public Buildings) 



Coordinate prevention and education opportunities through community partners about preventing declining health    

 Increased accessibility	 Increased walkability	 Increased safety	 Change in mindset	 Increased communication
 Services easier	 Improve/maintain	 Decreased	 Decrease stress	 Age in place/



Respect and Social Inclusion

Opportunity:

Action Items:

Short

Increase the number of intergenerational programs

Create partnerships between older adult and youth organizations to offer more intergenerational programs



Continue to encourage positive interactions between older adults and community members

Continue to showcase older adults in a positive light and acknowledge them for their accomplishments

Encourage service providers and business staff to educate themselves on best practices for serving older adults



Increase respect



Decrease stress and anxiety



Decreased isolation



Services easier to access

Communauté favorable aux aînés



Temiskaming Shores

Building an Age Friendly



Temiskaming Shores

Volunteering, Employment, Civic Participation

Opportunity:

Action Items:

Increase access to volunteer opportunities for older adults

Create a "Volunteer of the Month Award" to showcase the amazing volunteers in the community

Develop a central system for advertising and finding volunteer opportunities

Investigate ways to remove barriers to volunteering including affordability



Services easier to access



Decreased isolation



Increased communication



Decrease stress and anxiety



Increased respect

Communauté favorable aux aînés



Temiskaming Shores

Building an Age-Friendly



Temiskaming Shores

Volunteering, Employment, Civic Participation

Opportunity:

Action Items:

Short

Medium

Improve access to employment information and training for older adults (who wish to work)

Develop a coordinated approach for disseminating information to older adults about employment and training opportunities



As part of the Age Friendly Business guide, develop resources for employers to learn about the value of older adults in the workplace

Encourage older adults to participate in civic affairs

Encourage older adult participation by asking for their input, especially on matters that affect them directly

Advocate all levels of government to consider providing free transportation to polling stations during an election



Strive to consult older adults yearly on the Age Friendly initiative



Services easier to access



Decreased isolation



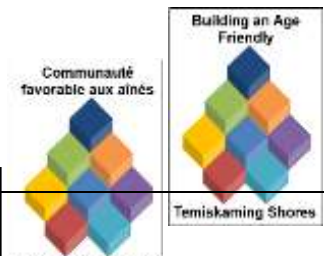
Increased communication



Decrease stress and anxiety



Increased respect



Based on the final public consultation event, the top 10 opportunities that the Steering Committee should focus on include:

1. Improve Access to and experience with the health care system (Community Supports)
2. Develop and expand pedestrian friendly features to include walkability (Outdoor Spaces)
3. Develop partnerships to increase the number of affordable housing units for older adults (Housing)
4. Improve access to recreation and social programming aimed at improving the quality of life of older adults (Social Participation)
5. Create a sustainable source for all information related to older adults (Communication)
6. Increase access to public washrooms (Outdoor Spaces)
7. Improve awareness of housing for older adults (Housing)
8. Support agencies in reducing transportation barriers to participate in community events (Transportation)
9. Improve existing Public Transit System to be more Age Friendly (Transportation)
10. Improve awareness of and access to home care supports to encourage older adults to stay in their home (Community Support)

Next Steps

The process from start to finish has been filled with great support from agencies and older adults alike. There were so many positive comments throughout the process and it highlighted what a great community Temiskaming Shores really is. With that being said, there is still work to do to become more Age Friendly.

Age Friendly Plan Endorsement – The plan will be presented to Council for their adoption and will be provided to key community partners for the endorsement within their agency.

Age Friendly Steering Committee – The Steering Committee will review and revise its Terms of Reference and continue to meet and focus on implementing prioritized action items.

Create a Detailed Action Plan – The Steering Committee will create a detailed action plan, including organization(s) responsible and/or lead for each action and concrete guidelines. The Committee shall also create a monitoring and evaluation plan to assist with accountability.

Reporting Progress – The Steering Committee will report yearly on the progress made in creating an Age Friendly Temiskaming Shores.

The Corporation of the City of Temiskaming Shores

By-law No. 2016-152

**Being a by-law to enact a Zoning By-law Amendment to
rezone property from Manufacturing Industrial (M2) to
Manufacturing Industrial Exception Two (M2-E2) in the
Township of Dymond Zoning By-law 984 – 437099 Hawn Drive
Roll No. 54-18-020-001-027.14**

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 984 regulates the use of land and the use and erection of buildings and structures within the Township of Dymond, now the City of Temiskaming Shores;

And whereas an application has been filed to rezone land at 437099 Hawn Drive from the Manufacturing Industrial (M2) Zone to the Manufacturing Industrial Exception 2 (M2-E2) Zone to permit a retail store to operate on the property;

And whereas Council considered Administrative Report No. CGP-022-2016 at the Regular Council meeting held on September 6, 2016 and directed staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law No. 984 to change the zoning on the property from Manufacturing Industrial (M2) to Manufacturing Industrial Exception Two (M2-E2) for consideration at the September 20, 2016 Regular Council meeting;

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

1. That By-law No. 984 of the former Township of Dymond, as amended be further amended as follows:

Schedule Changes

- a) Schedule "A" of By-law No. 984, as amended, is hereby further amended by rezoning the property locally known as 437099 Hawn Drive, as shown on Schedule "1" to this By-law, from the Manufacturing Industrial (M2) Zone to the Manufacturing Industrial Exception 2 (M2-E2) Zone.

Text Changes

- a) Section 11 is hereby amended by adding the following new subsection:

USES PERMITTED

In addition to the uses permitted in the M2 zone, In the M2-E2 zone, a retail store shall be a permitted use.

ZONE PROVISIONS FOR THE M2-E2 ZONE:

No person shall within any M2-E2 zone use any lot or erect, alter or use any building or structure except in accordance with Section 11 (2) and Section 3 of Zoning By-law 984, unless otherwise provided herein:

- (a) A maximum of 2,500 square feet within the existing building may be dedicated to the retail establishment.
 - (b) Outdoor storage of goods associated with the retail store is not permitted.
2. That all other provisions of By-law No. 984 shall continue to apply.
 3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
 4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 20th day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores



Lands to be rezoned from Manufacturing Industrial (M2) to Manufacturing Industrial Exception 2 (M2-E2)

The Corporation of the City of Temiskaming Shores

By-law No. 2016-153

**Being a by-law to enter into an Agreement for an Employee
Benefit Plan with Great West Life administered through
Dibrina Sure Benefits Consulting Inc. – 2016-2017**

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. CS-012-2016 at the September 6, 2016 Regular Council meeting and directed staff 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;

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

1. That Council agrees to enter into an 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 with Great West Life Assurance Company for the period covering September 1, 2016 to August 31, 2017 as administered by Dibrina Sure Benefits Consulting Inc.

Read a first, second and third time and finally passed this 20th day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-154

Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the Northern Ontario Pavilion at 2017 PDAC Event March 5 to 8, 2017 in Toronto

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 -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Memo No. 014-2016-CGP at the September 20, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Ministry of Industry (FedNor) for the 2017 Prospectors and Developers Association of Canada (PDAC) Convention for consideration at the September 20, 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 funding agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry (FedNor) for funding assistance for the 2017 PDAC Convention, a copy attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 20th day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-154

Agreement between

The Corporation of the City of Temiskaming Shores

and

Her Majesty the Queen in Right of Canada

as represented by the Ministry of Industry (FedNor) for
funding assistance to attend the 2017 PDAC Convention –
Project No. 851-809405



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

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

Protected B

Project Number: 851-809405

THIS AGREEMENT made as of: AUG 3 1 2016

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the City of Temiskaming Shores
(the "Recipient")

WHEREAS in response to an application from the Recipient received May 3, 2016, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

- 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 1, 2016 (the "Commencement Date") and is completed on or before June 30, 2017 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$485,000 of the Project outlined in Annex 1, and
- b) \$485,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to May 3, 2016 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;

- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
107 Shirreff Avenue, Suite 202
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Business and Sector Development (Non-Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:


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

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-809405

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Industry

Per: 
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: **AUG 31 2016**

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of
Temiskaming Shores

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 851-809405

I. PROJECT SCOPE**i) Description:**

The Corporation of the City of Temiskaming Shores is requesting \$485,000 in Northern Ontario Development Program (NODP) funding to organize the Northern Ontario Mining Showcase pavilion during the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange. PDAC will be held March 5-8, 2017, at the Metro Toronto Convention Centre. This project would provide a pavilion of approximately 85,000 sq. ft. to accommodate up to 80 SMEs and related organizations to exhibit and demonstrate their products during the PDAC event along with on-site meeting room.

ii) Project Location:

Haileybury

iii) Dates:

- a) Commencement Date - August 1, 2016
- b) Completion Date - June 30, 2017

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities include:

1. Hire a coordinator to develop the venue and design concept; work with PDAC staff, pavilion design team, the City of Temiskaming Shores and FedNor to adjust the pavilion setup; manage pre-event planning and on-site logistics; work with community partners to identify participants; develop and implement a promotional strategy; orient small and medium-sized enterprises (SME); manage the exhibition; develop a bilingual event program with exhibitor and partner listings and descriptions (paper and electronic versions); and provide a final evaluation.

2. Exhibit approximately 80 mining suppliers and related sectoral organizations.

A project coordinator with PDAC experience and knowledge of Northern

Ontario's mining sector would be retained by the steering committee to assist in the delivery of this Northern Ontario initiative.

v) Performance Measures and Tracking Plan:

During the convention, attendee badges would be scanned and business cards collected as a means of determining the number and type of individuals and companies visiting the exhibitors. Following the event, surveys would be completed by exhibiting SMEs to track:

- number and type of participants;
- number of businesses exporting or increasing export sales;
- number of business alliances created;
- number of jobs created; and
- new markets accessed.

A summary report of the event would be completed along with a follow-up survey administered to participants.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$485,000
- Supported	\$485,000	Other Federal	\$0
- Not Supported	\$40,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$40,000
		Other	\$0
Total	<u>\$525,000</u>		<u>\$525,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Venue rental	\$220,000	\$40,000	\$260,000
Staging, AV, furniture, parking, Internet, etc.	\$167,000		\$167,000
Professional services	\$42,000		\$42,000
Marketing/promotion and translation	\$40,000		\$40,000
Committee travel	\$16,000		\$16,000
TOTAL ELIGIBLE COSTS	<u>\$485,000</u>	<u>\$40,000</u>	<u>\$525,000</u>
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$525,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

(In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
 - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports;
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM
Business and Sector Development (Non-Capital)

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

- a) directly related to the Project;
- b) reasonable;
- c) appear in the "The Project-Statement of Work";
- d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
- e) incurred between May 3, 2016 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between May 3, 2016 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)

The Corporation of the City of Temiskaming Shores

By-law No. 2016-155

**Being a by-law to enter into a Lease Agreement with the New
Liskeard Lions Midget Hockey Club for the operation of the
Haileybury Arena Concession – September 2016 to April 2018**

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

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

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

And whereas Council considered Administrative Report CS-014-2016 at the September 20, 2016 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a lease agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession stand from September 1, 2016 to April 30, 2018 for consideration at the September 20, 2016 Regular Council meeting;

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

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with the New Liskeard Lions Midget Hockey Club for the operation of the Haileybury Arena Concession Stand for the period covering September 1, 2016 to April 30, 2018, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th, day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2016-155
Lease Agreement between
The Corporation of the City of Temiskaming Shores
and
New Liskeard Lions Midget Hockey Club
For the operation of the Haileybury
Arena Concession Stand

The Corporation of the City of Temiskaming Shores

- and -

The New Liskeard Lions Midget Hockey Club

LEASE

Kelly Conlin
Director of Corporate Services (A)
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This lease made this 20th day of June, 2016

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "Landlord")

And:

The New Liskeard Lions Midget Hockey Club

(hereinafter called the "Tenant")

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

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

1. Leased Premises

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

2. Term

To hold the premises for a term commencing on September 1, 2016, to April 30, 2018.

3. Rent

The Tenant shall pay the Landlord One Hundred Dollars (\$100) plus applicable taxes per month payable on the first day of each month from September 1, 2016 to April 30, 2018.

4. Tenants Covenants

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

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

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

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

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

5. Landlord's Covenants

The Landlord covenants with the Tenant;

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

6. Provisos

Provided always and it is hereby agreed as follows:

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

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

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

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

7. Headings

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

8. Effect of Lease

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

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

Signed and Sealed in)
the presence of)

New Liskeard Lions Midget Hockey Club

Manager – Alan Roy

Witness

Name: _____

Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-156

**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 September 20, 2016**

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **September 20, 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 20th day of September, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen