



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, October 4, 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 20, 2016

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

7.1. *Request to Purchase Municipal property*

Subject Land: Niven Street South

Applicant: Adolph Ng

Draft Motion

Be it resolved that City Council acknowledges the application to purchase Municipal property from 2415577 Ontario Ltd.; and

That Council hereby directs staff to prepare the necessary by-law to enter into an Offer to Purchase agreement with 2415577 Ontario Ltd. for the sale of Lot 252 on Plan M-143 N.B. for consideration at the October 18, 2016 Regular Council meeting.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Margaret Beatty, President and CEO – Timiskaming Hospital

Re: Care Close to Home Campaign – Temiskaming Hospital Foundation

Draft Motion

Be it resolved that City Council acknowledges a presentation from the Temiskaming Hospital Foundation regarding their Care Close to Home Campaign; and

That Council agrees to refer the request for financial support to the 2017 Budget Process.

10. Communications

- a) Peter Zhang, Car Tour to Canadian Cities

Re: Request for Support – Stop Forced Organ Harvesting in China

Reference: Received for Information

- b) Annik Boucher, Principal – Ecole secondaire catholique Saint-Marie

Re: Thank you to Public Works – Sewage Blockage

Reference: Received for Information

- c) Matt Duke, Active Traveler of STATO

Re: Safety Concern of STATO – Lakeshore Road

Reference: Referred to the Director of Recreation and Police Services Board

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. c) 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 Bicycle Friendly Community Committee meeting held on March 14, 2016;
- b) Minutes of the Bicycle Friendly Community Committee meeting held on June 6, 2016;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on June 15, 2016;

- d) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on August 31, 2016;
- e) Minutes of the Temiskaming Transit Committee meeting held on August 24, 2016; and
- f) Minutes of the Temiskaming Shores Police Service Board meeting held on September 19, 2016.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Public Works Committee meeting held on August 25, 2016

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Resolution Support – Bill 171 Highway Traffic Amendment Act (Waste Collection and Snow Plows)**

Draft Motion

Whereas the City of Temiskaming Shores recognizes the importance of service vehicles such as Waste Collection and Snowplows to be acknowledged in the same way as Police, EMS and Fire vehicles when in operation for the health and safety of the operators of these vehicles in reducing injury or harm.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports amendments to Bill 171, Highway Traffic Amendment Act extending restrictions on approaching stopped emergency vehicles or tow trucks to include vehicles conducting Waste Collection and Winter Maintenance operations; and

Furthermore that a copy of this resolution be forwarded to the Township of Carlow/Mayo, the Honorable Steven Del Duca, Minister of Transportation and the Premier of Ontario.

b) January to September 2016 Year-to-Date Capital Project Report

Presentation by Laura-Lee MacLeod, Treasurer

Draft Motion

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

c) Memo No. 022-2016-CS – Ontario Community Infrastructure Fund – Formula-based Contribution Agreement OCIF FC-377

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the Ontario Community Infrastructure Fund – Formula-based Component for consideration at the October 4, 2016 Regular Council meeting.

d) Memo No. 006-2016-PPP – Appointment of Emergency Management Planning Committee member – John McCarthy

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030 to appoint John McCarthy as a member to the Emergency Management Program Committee (EMPC) for consideration at the October 4, 2016 Regular Council meeting.

e) Administrative Report No. CS-015-2016 – Public Transit Infrastructure Fund

Presentation by Laura-Lee MacLeod, Treasurer

Draft Motion

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-015-2016;

That Council approves the submission of an application to the Public Transit Infrastructure Fund (PTIF) for two (2), 32 passenger accessible transit buses in order to improve the service reliability of the Temiskaming Transit System; and

That Council confirms this project would not have been undertaken without the support of Federal Funding through the Public Transit Infrastructure Fund.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2016-157 Being a by-law to amend By-law No. 2015-030, as amended to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council – Appointment of members to the Community Emergency Management Program Committee

By-law No. 2016-158 Being a by-law to enter into a Funding Agreement with Her Majesty in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Ontario

Community Infrastructure Fund – Formula Based
Component OCIF FC-377

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2016-157; and

By-law No. 2016-158

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 18, 2016 at 6:00 p.m.
- b) Regular – Tuesday, November 1, 2016 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Adoption of the September 6, 2016 – Closed Session Minutes**
- b) **Adoption of the September 20, 2016 – Closed Session Minutes**

- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of land – ARIO Property**
- d) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update**

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2016-159 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 **October 4, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-159 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 _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen



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

Minutes

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:02 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere 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
Clayton Seymour, Chief Building Official

Regrets: Councillor 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

Additions:

Subsequent to Item 9 b) Presentation from Zone K-1 Legion Veterans Home Corporation add:

Item 10 – Closed Session

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Acquisition of Land – Haileybury Public School

Under Item 11 – Correspondence add:

- k) Elizabeth Doherty, Director-Infrastructure Policy Division – Ministry of Infrastructure

Re: Clean Water and Wastewater Fund – City of Temiskaming Shores eligible for \$344,282 Federal allocation and \$172,141 Provincial allocation – submission deadline October 31, 2016

Reference: Referred to the Director of Public Works

- l) Vinay Sharda, Director – Ministry of Transportation – Transit Policy Branch

Re: Public Transit Infrastructure Fund - City of Temiskaming Shores eligible for \$257,955 Provincial allocation – submission deadline October 18, 2016

Reference: Referred to the Temiskaming Transit Committee

Under Item 16 – New Business add:

- g) **Memo No. 011-2016-RS – Ontario Municipal Cycling Infrastructure Program – Transfer Payment Agreement**

4. Approval of Agenda

Resolution No. 2016-473

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2016-474

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

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

Carried

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.

Mayor Kidd stated that the public meeting scheduled tonight is to consider proposed amendments to the City's Building By-law No. 2013-052 in particular amendments to the current fee structure and that the public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendments and secondly, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting and asked the Chief Building Official, Clayton Seymour to provide the background to the proposed amendments.

Chief Building Official, Clayton Seymour utilizing powerpoint outlined that Council considered Administrative Report CGP-017-2016 at the August 2, 2016 which indicated that the current building permit fee structure is calculated based on a dollar value submitted by the applicant and staff is recommending changing process to assess permit values based on a square footage of construction in the absence of a valid contract value.

Clayton reviewed the proposed permit fees based on square footage dependent upon the type of construction. Clayton provided a couple of scenarios to calculate the permit fee between the current fee structure and the proposed fee structure. From a next steps perspective, Clayton indicated that staff will be hosting a contractor's night in November to allow further input into the proposed amendments and that a supplemental Administrative Report would be prepared recommending consideration of a by-law to amend By-law No. 2013-052 with an effective date for the new fee structure of January 1, 2017.

Mayor Kidd thanked Clayton for his presentation and inquired if there were any questions or comments from members of the public? With none, Mayor Kidd inquired if there were any questions or comments from Council?

Councillor Hewitt looking forward to the Contractor's night to gauge their comments on the cost of fees. Clayton responded that even with the proposed fees the City is still below fees charged in Kirkland Lake, Timmins and North Bay and current fee has not been increased since 2014.

With no further comments, Mayor Kidd declared this portion of the public meeting to be closed and advised that Council will give due consideration to all comments received tonight.

8. Question and Answer Period

None

9. Presentations / Delegations

a) Hugo Rivet – Head-to-Toe Sportswear

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

Hugo Rivet utilizing powerpoint presented Council with a proposal for the hosting of the “Lake Temiskaming Craft Beer Festival de la bière du lac témiscamingue” being a tourism development project designed to attract people from north eastern Ontario and north western Quebec.

Hugo outlined that due to the popularity of craft beer operations in Ontario, festivals have been established as a means to promote and market the products and that typically these events run from approx. 1pm to 11 pm daily, thus they are not an all-night parties that attract a mix of people that want to try new products and experience different tasting beer.

Hugo informed Council that a local committee of business people and individuals to organise this event has been established with the intent to form partnerships with local service clubs with profits realized donated to a local organization or charity. Hugo outlined that potential dates considered are mid July 2017 (Friday and Saturday); however they want to choose a date that will not conflict with any other local event.

It was indicated that this type of event attracts tourists to Temiskaming Shores and would promote our beautiful area and Lake Temiskaming as craft beer events are 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 while at the same time supporting a local community group or charity. Hugo indicated that it is their intention to make it a family event with inflatables, face painting, use of city parks and promote local musicians.

Hugo indicated that they are seeking 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, tables garbage cans etc. A preliminary budget was reviewed showing revenues totalling \$25,000 and expenses at \$17,500; however these figures may change as further planning details emerge.

Mayor Kidd thanks Hugo for his presentation.

Resolution No. 2016-475

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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.

Carried

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

Re: Expression of Interest – Haileybury Public School

Sue Weiss, President and Jan Edwards, Property Manager for the Zone K-1 & Area Veterans Home Corporation outlined that they have been seeking to find a way to provide additional affordable housing for seniors in Temiskaming Shores and that they currently operate a 25-unit apartment complex for seniors, 60 years and over, known as Island View Apartments with a very low vacancy rate and currently have a seven-year wait list for our market units.

Zone K-1 has received CMHC SEED funding to conduct a needs study and to develop a business case and are working with CGV Developments and Harriman Planning. A needs analysis has been completed and they are now establishing the business case.

It was noted that in recent discussions, the availability of the Haileybury Public School (HPS) came to the attention of their Building Committee which may have significant savings in repurposing that building as opposed to a new construction. Legion K-1 is anxious to have their engineers assess the building, which can only happen if a “preferred group” entity, such as the City of Temiskaming Shores expresses interest in the property prior to September 30th.

K-1 Legion is requesting that Council speak on their behalf to District School Board - Ontario North East to obtain the property for building affordable seniors’ housing and that K-1 Legion has a commitment from CGV Developments pledging to finance their not-for-profit corporation for the building project covering the purchase of the property at no cost to the City. K-1 Legion would assume all risk for the project.

Sue and Jan outlined a variety of options for repurposing the facility in respect of the types of units that could be offered as well as their agreement with DTSSAB to provide social housing over the last 20 years.

In conclusion it was indicated that their Board of Directors has the vision for this project, but requires the help of others and 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.

Mayor Kidd thanked Sue and Jan for the presentation and indicated that Council would be going to Closed Session to consider the request.

10. Closed Session

Resolution No. 2016-476

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 6:40 p.m. to discuss the following matters:

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

Carried

Resolution No. 2016-477

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report from Closed Session at 7:12 p.m.

Carried

Matters from Closed Session

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

Resolution No. 2016-478

Moved by: Councillor Hewitt
Seconded by: Councillor Jelly

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

That Council acknowledges that an expression of interest by a preferred group (i.e. Municipality – Temiskaming Shores) is to be submitted prior to September 30, 2016; and

That Council hereby directs staff to submit an expression of Interest to District School Board Ontario Northeast in regards to the former Haileybury Public School on behalf of Zone K-1 Legion Veterans Home Corporation.

Carried

11. 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 and the Police Services Board

- k) Elizabeth Doherty, Director-Infrastructure Policy Division – Ministry of Infrastructure

Re: Clean Water and Wastewater Fund – City of Temiskaming Shores eligible for \$344,282 Federal allocation and \$172,141 Provincial allocation – submission deadline October 31, 2016

Reference: Referred to the Director of Public Works

- l) Vinay Sharda, Director – Ministry of Transportation – Transit Policy Branch

Re: Public Transit Infrastructure Fund – City of Temiskaming Shores eligible for \$257,955 Provincial allocation – submission deadline October 18, 2016

Reference: Referred to the Temiskaming Transit Committee

Resolution No. 2016-479

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 11. l) according to the Agenda references.

Carried

12. Committees of Council – Community and Regional

Resolution No. 2016-480

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

13. Committees of Council – Internal Departments

Resolution No. 2016-481

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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.

Carried

14. Reports by Members of Council

Councillor Hewitt reported on the following:

- Age Friendly Committee: Will be hosting a senior fair at Northern College with 25 exhibits and over 175 participants. The Age Friendly Plan has been translated and is available with both official languages and working is progress on an Age Friendly guide.
- BIA: Held discussions in regards to Summerfest 2017 and have been working with businesses in downtown core and will be holding a fall scavenger hunt. It was noted that Stephanie Lamothe's contract will be ending in a few months.

Mayor Kidd reported on the following:

- Funding Announcements: MPP Anthony Rota announced funding for Chamber of Commerce and BIA as well as \$2.19 M for the Gray Road Sanitary Lift Station. Anthony also participated in the opening ceremonies for the Fall Fair.
- OMAFRA Webex: Participated in Webex with ministry discussing with NEOMA and FONOM to determine what can be done to promote agriculture across northern Ontario.

15. Notice of Motions

None

16. New Business

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

Resolution No. 2016-482

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2016-483

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2016-484

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

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 **Mayor Kidd** and **Councillor Foley** 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.

Carried

Resolution No. 2016-485

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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 **Councillor Hewitt** 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.

Carried

Resolution No. 2016-486

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

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 **Mayor Kidd, Councillor Whalen** and **Councillor McArthur** 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.

Carried

Resolution No. 2016-487

Moved by: Councillor McArthur
Seconded by: Councillor Foley

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 **Councillor Hewitt** and **Councillor Whalen** 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.

Carried

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

Resolution No. 2016-488

Moved by: Councillor Hewitt
Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2016-489

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2016-490

Moved by: Councillor Laferrriere

Seconded by: Councillor Hewitt

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

That Council hereby amends 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.

Carried

g) Memo No. 011-2016-RS – Ontario Municipal Cycling Infrastructure Program (OMCIP) – Transfer Payment Agreement

Resolution No. 2016-491

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Whereas the City of Temiskaming Shores entered into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation under the Ontario Municipal Cycling Infrastructure Program in the amount of \$325,000 as authorized by By-law No. 2016-141; and

Whereas the City wishes to confirm the municipal contribution as detailed within the agreement;

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby confirms its commitment to fund \$339,250 for the extension and enhancement of the South Temiskaming Travel Organization (STATO) project.

Carried

17. By-laws

Resolution No. 2016-492

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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 Hawn 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.

Carried

Resolution No. 2016-493

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-148;

By-law No. 2016-149;

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.

Carried

18. 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.

19. Question and Answer Period

None

20. Confirming By-law

Resolution No. 2016-494

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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.

Carried

Resolution No. 2016-495

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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.

Carried

21. Adjournment

Resolution No. 2016-496

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

Application to Purchase Municipal Land



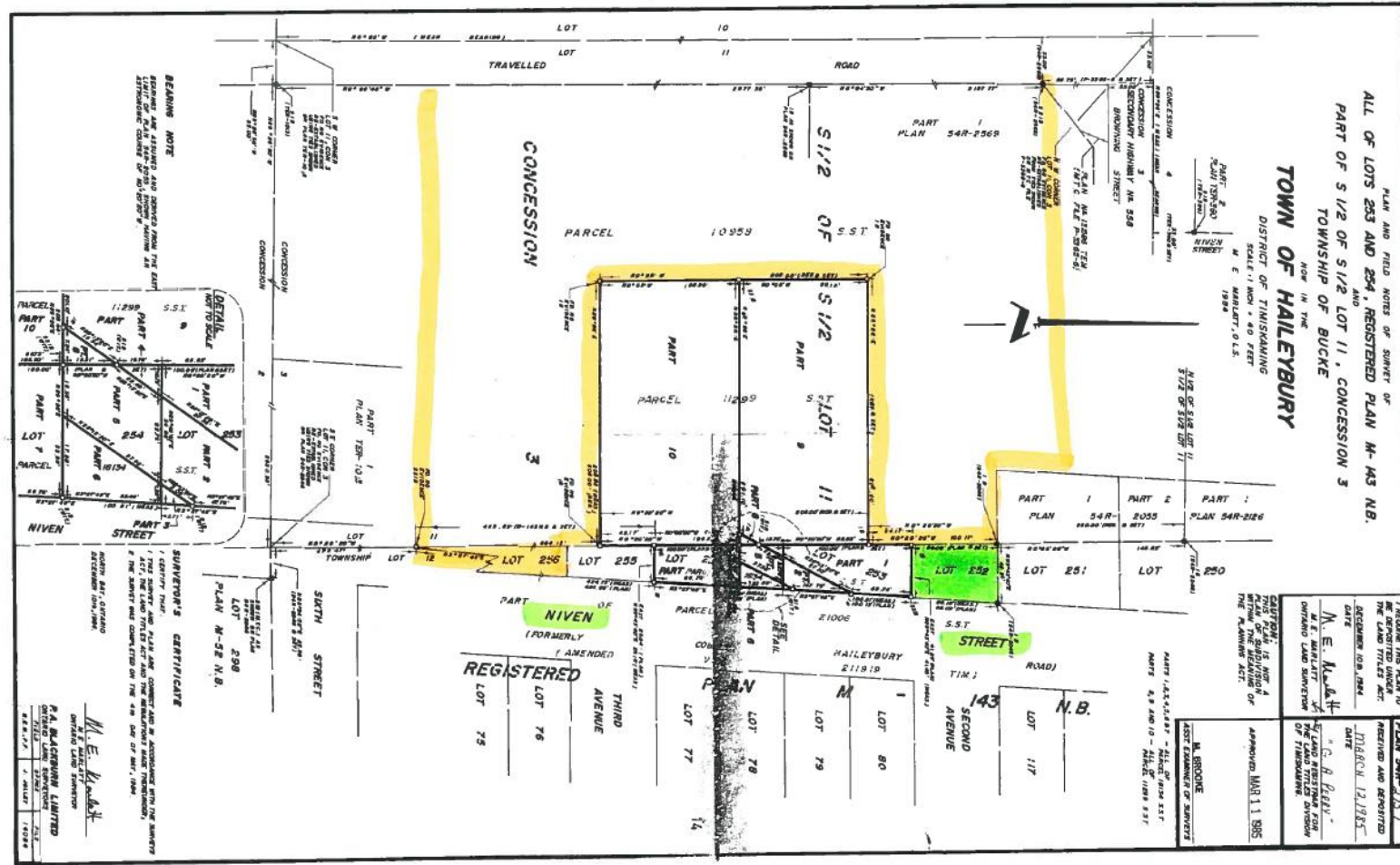
Background

- Application from Adolph Ng to purchase Lot 252 on Plan M-143 N.B. on Niven St. South for additional access or entrance to existing property;
- Property designated *Residential Neighbourhood* in the City's OP;
- Property zoned *Rural* in Haileybury Zoning By-law No. 85-27;
- Application circulated to internal departments, there were no objections/concerns raised; however Public Works indicated that a Entrance Permit would be required in accordance with By-law No. 2014-034.

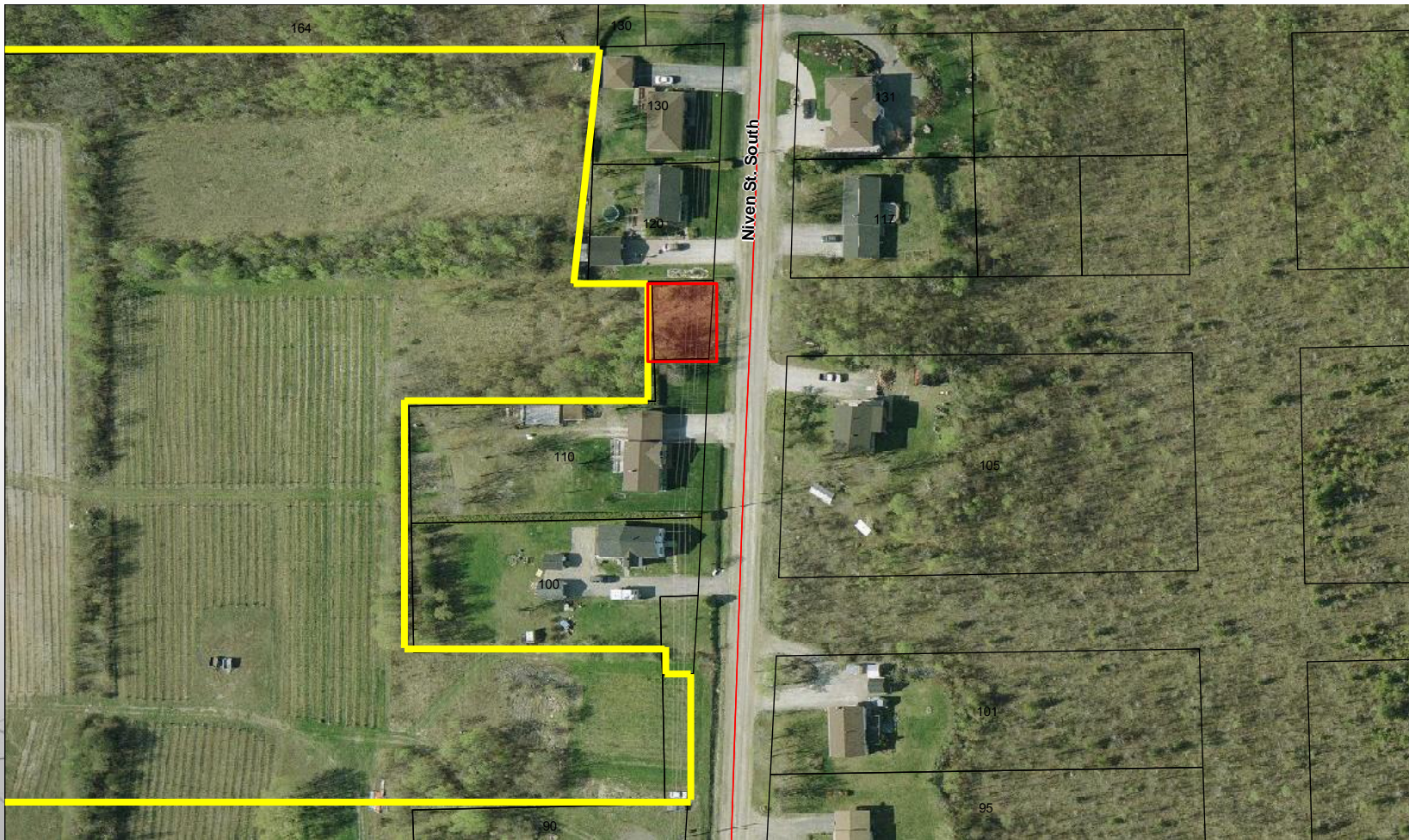
Application to Purchase Municipal Land



Discover a whole new Ontario • Découvrez un tout nouvel Ontario



Application to Purchase Municipal Land



LM-2016-01 – October 4, 2016

Disposition of Land By-law No. 2015-160

Sec 3 – Disposal Method

Recommend a direct sale;

Sec 4 – Determination of Value

Recommend price based on MPAC assessment \$1,000 + all associated costs (Sec 8);

Sec 6 – Public Meeting Notice

Notice via City's Facebook page and Community Bulletin

Application to Purchase Municipal Land

Next Steps – *conditional on public input*

- Council resolution directing staff to prepare the necessary by-law for the Purchase and Offer agreement with applicant for consideration at the October 18, 2016 Regular Council meeting;

A City Resolution Request: Car Tour of Over 280 Canadian Cities

On Stop Forced Organ Harvesting in China

Sept 2016

Dear Mayor Carman Kidd

Falun Gong practitioners to seek your help on Stopping the Brutal Organ Harvesting and on Arresting Butcher Jiang Zemin in light of the new Report on Organ Harvesting

Canadian Falun Gong practitioners are driving across Canada to hold press conferences, to raise awareness of the “New form of the evil on the planet,” We are visiting local officials. We are collecting petitions signed to urge the Canadian government to publicly call for an end to the persecution of Falun Gong in China.

On June 22 some National media reported on a new alarming report by renowned Canadian Human Rights Lawyer David Matas and former Secretary of State for Asia Pacific, Hon. David Kilgour, that the Chinese communist regime is continuing to kill people who practice the spiritual discipline of Falun Gong en masse in order to traffic their vital organs. Ten Years ago, the first report confirmed the allegation. The new report says that upwards of 1.5 million may have been killed since 2000.

We also call to bring former Chinese president, butcher Jiang Zemin to justice, who initiated the persecution single-handily in 1999 and is responsible for all atrocities. Currently, there have been more than 200,000 practitioners filed criminal complaints against him to China’s Supreme Court.

Before the release of the new report, the U.S. House of Representatives passed House Resolution 343, expressing concern regarding persistent and credible reports of systematic, state-sanctioned organ harvesting from non-consenting prisoners of conscience in the People's Republic of China.

We respectfully request your help on this important matter. We do hope that your city can pass a resolution to support this important cause. A sample resolution is attached for your reference.

Sincere Yours

Peter Zhang

Tel: 416 835 8337

Email: faluntor@gmail.com

Address: 14 Ravenrock Crt, Toronto, ON, M3A2Y9

Material List in the package:

Resolution Sample	Car Tour Press Statement
US resolution against organ harvesting June 2016	MingHui Edition Introduction of Falun Gong
EU resolutions against organ harvesting 2016, 2014	Flyer on Organ Harvesting
Canadian Human Rights Subcommittee resolution	MingHui Article on Suing Jiang Zemin
Epoch times Editorial China’s future and its choice	List of 100 Media Reports on the Car Tour

City Resolution Sample

Whereas Falun Gong, a spiritual practice involving meditative “qigong” exercises and centered on the values of truthfulness, compassion, and tolerance, became immensely popular in the 1990s;

Whereas in July 1999, the Chinese Communist Party, particularly China former Chairman Jiang Zemin, launched an intensive, nationwide persecution designed to eradicate the spiritual practice of Falun Gong, reflecting the party’s long-standing intolerance of large independent civil society groups;

Whereas since 1999, hundreds of thousands of Falun Gong practitioners have been detained extra-legally in reeducation-through-labor camps, detention centers, and prisons, where torture and abuse are routine;

Whereas in many detention facilities and labor camps, Falun Gong prisoners of conscience comprise the majority of the population, and have been said to receive the longest sentences and the worst treatment;

Whereas in 2006, and in 2016, Canadian researchers David Matas, human rights attorney, and David Kilgour, former Canadian Secretary of State for Asia-Pacific, conducted an independent investigation into allegations of organ harvesting from Falun Gong prisoners in China, and concluded that Falun Gong practitioners being killed for their organs was highly probable;

whereas, the People’s Republic of China performs more than 10,000 organ transplantations per year and Chinese organ transplant centres advertise that matching organs can be found within 2-4 weeks, yet as of May 2013 it did not have an organized or effective public system of organ donation or distribution,

Whereas the United Nations Committee Against Torture and the Special Rapporteur on Torture have expressed concern over the allegations of organ harvesting from Falun Gong prisoners, and have called on the Government of the People’s Republic of China to increase accountability and transparency in the organ transplant system and punish those responsible for abuses; and

Whereas the killing of religious or political prisoners for the purpose of selling their organs for transplant is an egregious and intolerable violation of the fundamental right to life: Whereas China's former dictator, Jiang Zemin is responsible for all the brutal persecutions, including the evil organ harvesting.

Whereas more than 200,000 practitioners, mainly Chinese in mainland China have filled legal complaints against Jiang Zemin to CHina's supreme court, who is responsible for all these brutal atrocities.

Now, therefore, be it

Resolved, That the City —

- (1) Call on Canadian Prime Minister to request China government to stop persecuting Falun Gong and stop organ harvesting of Falun Gong whenever he meets China's leaders.
- (2) call on Federal government to urge China government to make sure that the criminal complaints against Jiang Zemin are considered fully and in timely fashion; and
- (3) condemns the practice of state-sanctioned forced organ harvesting in the People's Republic of China;
- (4) calls on the Government of the People's Republic of China and Communist Party of China to immediately end the practice of organ harvesting from all prisoners of conscience;
- (5) demands an immediate end to the 17-year persecution of the Falun Gong spiritual practice by the Government of the People's Republic of China and the Communist Party of China, and the immediate release of all Falun Gong practitioners and other prisoners of conscience;
- (6) encourages the medical community to help raise awareness of unethical organ transplant practices in China;
- (7) calls on the People's Republic of China to allow a credible, transparent, and independent investigation into organ transplant abuses; and



CONSEIL SCOLAIRE
CATHOLIQUE
DE DISTRICT DES
**GRANDES
RIVIÈRES**

1061

École secondaire catholique Sainte-Marie

Annik Boucher B. Sc., M. Ed., Directrice
Jean-Marcel Ndumbi-Tshingombe Lic., B. Ed., Directeur adjoint



September 9th 2016

Doug Walsh
Supervisor of Public Works
325 Farr Drive
P. O. Box 2050
Haileybury, ON P0J 1K0

RECEIVED

SEP 15 2016

Mr. Walsh,

Last Friday, September 2nd, members of your crew attended É.S.C. Sainte-Marie. We had a blocage in our sewage system and we needed your help in locating it.

I am taking this opportunity to let you know that the crew members were very professional and helpful in attending this matter. Not only was the work done in a timely matter, they were also available to supply the information we needed so that we could solve this problem.

I would also like to thank you for quickly re-paving the area that needed to be dug up. It is comforting to know that we can count on you.

Regards,

Annik Boucher
Principal

c.c. Carman Kidd, Mayor

MATT DUKE

285 Crystal Crescent, Temiskaming Shores, Ontario P0J 1P0

Phone: 705-648-5573 | Email: matty676@gmail.com

South Temiskaming Active Travel Organization

28 Armstrong St

PO Box 1238

New Liskeard ON, P0J 1P0

To the Board of Directors.

I am writing to express serious concern regarding the safety of the STATO lane along Hwy 11B between New Liskeard and Haileybury. Although I applaud and support every effort which has been made to provide our community with a means and motivation to promote active travel, I no longer believe it is safe to use the lane on its' stretch between the adjoining communities.

I routinely see posts knocked down. I have first- hand experience where a motorist nearly struck me approaching the former Uni-Board plant. It is likely the driver experience "target fixation" due to the proximity of the posts and the narrow lane on the curve. As the driver struck the post it slapped the ground at my feet.

I would like to propose that any new expenditures on this lane be put towards tripling (if not more) the number of posts in order to create a wall or curtain in essence which would function as a more tangible barrier between motorists and lane users. Other communities have successfully accomplished this effect using significantly more posts.

I will further propose a letter from STATO be sent to our local OPP detachment commander expressing concern over the speed which vehicles are traveling along this stretch of road. Having spent thousands of hours running and riding on the shoulders of roads I can attest to the noticeable difference one experiences when a vehicle passes at 80 Km/h vs. 90, 100 or greater. Speed kills.

I never want to see a headline where an active traveler is injured or worse on this amazing asset our community boasts, however I do want to see safety put first and foremost. Please take these comments into consideration in upcoming planning and expenditures.

Sincerely,

Matt Duke,

Active Traveler.

1.0 CALL TO ORDER

The meeting was called to order at 4:05 p.m.

2.0 ROLL CALL

PRESENT:	Tammie Caldwell, Director of Recreation, Linda St. Cyr, Amanda Mongeon, Nick Black
REGRETS:	Mayor Carman Kidd; Susan Hall

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- There were no revision or deletions to the agenda

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2016-001

Moved by: **Nick Black**

Seconded by: **Amanda Mongeon**

Be it recommended that the Bicycle Friendly Community Committee agenda for the March 14, 2016 meeting be approved.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

As the first meeting of the Bicycle Friendly Community Committee, there are no previous minutes to review and adopt.

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

There is no unfinished business.

9.0 NEW BUSINESS

i. Committee Members and Terms of Reference

The Director of Recreation welcomed everyone to the Committee and the Terms of Reference were reviewed. It was noted that the header required editing and that two members of Council are to be appointed to the Committee.

Recommendation BFCC-2016-002

Moved by: **Linda St. Cyr**

Seconded by: **Amanda Mongeon**

Be it recommended that the Bicycle Friendly Community Committee directs staff to edit the Terms of Reference as discussed, seek appointment of one more member of Council, and submit the Terms of Reference to Council for consideration at the April 19th, 2016 regular meeting of Council.

ii. CANBIKE INSTRUCTORS COURSE

The Timiskaming Health Unit (THU) is offering to host, lead and coordinate a CANBIKE Instructors course in the area in mid to late June. The course is estimated to cost approximately \$3,000 which will be covered by the THU, a minimum of six participants are required and it would be open to anyone.

Discussion

The Committee reviewed the offer by the THU and agreed that the endeavor is worth moving forward on and that there may be at least four to six individuals interested in participating in the course. Participation in the course will include a commitment to carry out a course in the area in the future. It would be beneficial for the course to be in early June so an Instructor could do a small demonstration or a full course during the Get Moving Temiskaming Ca Bouge event.

Recommendation BFCC-2016-003

Moved by: **Linda St. Cyr**

Seconded by: **Nick Black**

Be it recommended that the Bicycle Friendly Community Committee directs staff to contact the Timiskaming Health Unit to proceed with the CANBIKE Instructor's Course.

CARRIED

iii. Mapping

To date some effort has been put into having the local recreational trails mapped and uploaded to the city website with a link to the Ontario Trails Council site as well as printed copies. James Franks has discussed this with the company that does the GIS for the municipality and they can easily put the coordinates on the GIS maps once they have them. This is not difficult for the

STATO trail however it does pose a challenge for the trails located behind the Temiskaming Hospital and in the trails adjacent to the quarry. The mapping would also include areas that are close to Temiskaming Shores but not within its boundaries such as those at Twin Lakes, the Nordic Ski Club and the Tri-Town Ski Village.

Discussion

The next steps for the mapping project include determining land-owners in the hospital area and quarry area, determining any legal issues associated with publicizing the trails, and any insurance issues.

Recommendation BFCC-2016-004

Moved by: **Linda St. Cyr**

Seconded by: **Nick Black**

Be it recommended that the Bicycle Friendly Community Committee directs staff to research the lands in the area of the Temiskaming Hospital and Quarry Road for ownership.

iv. Ontario Trails Council Membership

The cost for a one year membership with the Ontario Trails Council (OTC) for a medium organization is \$299.70 including HST. The benefits of the membership include access to Trail Insurance Package, web page representation, access to Professional Development sessions, User conflict resolution, representation on OTC trails maps, regional trail management committee development, knowledge exchange, office services and networking support, advocacy benefits and savings on conference/seminar registrations.

Discussion

The Committee agreed that it would be beneficial to be a member of the OTC at the medium sized organization level to get the STATO trail as a start on the OTC site and mapping.

Recommendation BFCC-2016-004

Moved by: **Linda St. Cyr**

Seconded by: **Nick Black**

Be it recommended that the Bicycle Friendly Community Committee direct staff to procure an annual membership with the Ontario Trails Council at a cost of \$299.70.

v) Stamping

Discussion:

Stamping refers to identifying specific cycle routes between various locations and adding a bicycle stamp to the roadway and signage. The Committee agreed to defer this project to a future date.

Determining the location of cycle lanes in the downtown core of New Liskeard will be carried out throughout 2016 with the goal of having lines painted for the 2017 season.

vi) *School Transportation Study*

Discussion

The Timiskaming Health Unit had completed a survey in three schools in regard to cycling practises, with 82 respondents. The Director will distribute the results of the survey and highlighted that 96% of the respondents have a bicycle and only 25% ride it every day.

vii) *Community Ride*

Discussion

The Committee discussed the feasibility of having a few of the avid cyclists in the area commit to hosting one ride over the summer months i.e. July, August and September following the CANBIKE Instructors Course. Linda St. Cyr will follow up with a few people on this for the next meeting and Nick Black will look at his schedule to see if he is available to lead one of the rides. The ride would be informal, beginning at a certain time and a certain place and open to all levels of cyclists.

The Committee also discussed promoting the "Bike to Work" day May 12th, 2016. The Timiskaming Health Unit is planning to promote this day as well. Amanda Mongeon has offered to assist with this event.

viii) *Cross Promotion with Road Safety Coalition*

Discussion

The Director will follow up with Susan Hall in regard to the Road Safety Coalition to see if they would consider using the tag line – 'Part of a Bicycle Friendly Community' in their activities relating to cycling.

ix) *Get Moving Temiskaming Ca Bouge*

Discussion

This event will take place on Saturday June 18th at Algonquin Beach Park from 10 am to 2 pm. The BFCC will have a booth to promote its activities and Nick Black will see if Howey Bros can provide some demo bikes so people can try cycling on the STATO trail during the event. If the CANBIKE course is offered prior to this event, some of the Instructors could assist with this.

10.0 SCHEDULE OF MEETINGS

- Monday June 6th 2016
- Monday September 5th 2016
- Monday December 5th, 2016

11.0 CLOSED SESSION

- None

12.0 ADJOURNMENT

Recommendation BFCC-2016-005

Moved by: **Nick Black**

Be it recommended that:

1. The Bicycle Friendly Community Committee meeting be adjourned at 5:10 p.m.

CARRIED



Committee Chair



Recorder

1.0 CALL TO ORDER

The meeting was called to order at 4:00 p.m.

2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd, Tammie Caldwell - Director of Recreation, Linda St. Cyr, Amanda Mongeon, Nick Black, Susan Hall
REGRETS:	

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Amanda Mongeon requested that the Cycling Plan be added to new business Section 9 iv).

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2016-006

Moved by: **Susan Hall**

Seconded by: **Amanda Mongeon**

Be it recommended that the Bicycle Friendly Community Committee agenda for the June 6, 2016 meeting be approved.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BFCC-2016-006

MOVED BY: Nick Black

SECONDED BY: Linda St. Cyr

Be it recommended that the minutes of the Bicycle Friendly Community Committee of March 14th, 2016 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

i) *Cross-promotion with Road Safety Coalition*

Sue Hall reported that she had made a presentation to the Road Safety Coalition and provided an update at a second meeting

ii) *Get Moving Temiskaming Ca Bouge – June 18th*

The Committee discussed the event and directed Tammie Caldwell to put together a booth high-lighting the Bike Week in Temiskaming Shores event with pictures.

Sue Hall presented that the THU would be hosting a bike rodeo for youth in the parking lot of the PF Centre during the event, Tammie will check to see if posters had been printed with the time, if possible to move the event to after the Get Moving Event to 2 pm it would be appreciated.

iii) *Mapping – Land ownership Temiskaming Hospital and Quarry*

Tammie presented that the municipality owns the land in behind the hospital where the trails are and that it is zoned residential and may be developed in the future. There are no short term plans for development at this time. Tammie will provide an aerial shot of this area and the adjacent landowners.

Tammie also has the names of the landowners in the Quarry area and will get an aerial shot showing the boundaries and land owners.

iv) *Stamping*

Little discussion took place on the stamping program and this will remain as unfinished business

9.0 NEW BUSINESS

i) *Bike Week in Temiskaming Shores*

All of the Committee members took part in the Bike Week in the Temiskaming Shores event, thank you to all for all for their work. The event had close to 300 participants and the Bike to School Day was the best received with eight schools participating. The Bike to Work Day had some individuals stopping in at the kiosks downtown but there were many more who rode but didn't check in. The community rides were very successful as well with over 29 participating on the first ride with many young children and some who said it was their first time either biking on the STATO Trail or the Quarry Trails. The rides catered to all levels of cyclists and this was important to get participation. More community rides will be scheduled throughout the summer.

Linda St. Cyr will develop an e-survey to send out to the participants for feedback on the events.

Sue Hall reported that the CANBIKE course was very well attended and well received. It was an intense 2 ½ days and there was far more involved in it than expected. The local Instructors have offered to host Bike Rodeo's over the next few months.

Ideas for next year include closing off the New Liskeard Waterfront for an afternoon evening for cyclists only, developing a bike exchange and/or a donate a bike program.

For businesses and the Bike to Work day it was suggested that Stephanie Lamothe from the BIA get involved and work on challenges such as the most km biked by a business, a Business Challenge on CJTT, and perhaps a Breakfast with the Mayor for cyclists.

i) Ontario Trails Council Membership

Tammie reported that the membership had been purchased, Tammie will get a list of the benefits of the membership and ensure the information is accurate. Also, find out how to get the STATO Trail on google maps. Tammie will forward all incoming emails from the OTC to the Committee members.

ii) Community Rides

Information is included in Section 9 i)

iii) Cycling Plan

Amanda suggested that we review the report and strategic plan that was developed last June and set some short, medium and long term goals.

Tammie will pull this information together for the group to consider and at the fall meeting plan an Open Space Day to get feedback from the community on what they say are priorities to work on.

Linda suggested that in the fall, we consider a community group meeting to bring new people on board to help in working on the goals and priorities as the committee moves forward. This is vital to ensure the plan is self-sustaining.

10.0 SCHEDULE OF MEETINGS

- Monday September 12th 2016
- Monday December 5th, 2016
- Monday March 6, 2017
- Monday June 5th, 2017

11.0 CLOSED SESSION

- None

12.0 ADJOURNMENT

Recommendation BFCC-2016-007

Moved by: **Nick Black**

Be it recommended that:

1. The Bicycle Friendly Community Committee meeting be adjourned at 5:10 p.m.

CARRIED



Committee Chair



Recorder

Temiskaming Shores Public Library Board

Meeting Minutes
Wednesday, June 15, 2016
7:00 p.m. at the Haileybury Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:02 p.m.

2. Roll Call

Present: Donald Bisson, Danny Whalen, Brenda Morissette, Robert Dodge, Roger Oblin
and CEO/Head Librarian Rebecca Hunt

Regrets: Theresa McGrory, Jeff Laferriere

Leave of absence: Cam Locke

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Roger Oblin

Seconded by: Brenda Morissette

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

Carried.

Additions to the Agenda:

Correspondence c.: From Theresa McGrory

Correspondence d.: From The Temiskaming Foundation

New Business e.: 2015 Annual Report review

4. Adoption of the Minutes

Moved by: Danny Whalen

Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, May 18, 2016 as presented.

Carried.

5. Business arising from Minutes

- a. None.

6. Correspondence

- a. To: Harris Township Residents and Council—Harris Township.

Re: Contract for Library Services.

Reference: Information.

Several Harris Township patrons have called saying that they are upset that Harris Township has not signed the proposed contract for library services with Temiskaming Shores Library.

- b. To: Claire Mackey, Principal—Ecole catholique Ste-Croix.

Re: Grade 8 graduation, request for donation.

Reference: Information. The CEO sent the letter of regret. The Chair commented that the letter fittingly expressed the Library Board's situation and sentiments.

- c. From: Theresa McGrory, Trustee—Temiskaming Shores Public Library Board.

Re: Resignation from board.

Motion #2016-19

Moved by: Roger Oblin
Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts Theresa McGrory's resignation with regret.

Carried.

d. From: Claire Hendriks, Executive Director—The Temiskaming Foundation.

Re: Fund agreement.

Reference: Information. The Board asked the CEO to request that a representative from TTF attend a meeting in the fall to clarify and answer questions.

7. Secretary–Treasurer's Report

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

Buildings and Equipment:

Fire safety checks were conducted in May in the library buildings.

Buildings and equipment:

Small Computer Fire in the NL Branch: A computer caught fire on the morning of May 31 at the New Liskeard branch. At around 9:00 a.m. a staff member turned on the staff office computer and left for a few minutes while waiting for it to boot up. When she came back the computer had turned off and she smelled electric smoke. She called the IT Administrator and he confirmed that there had been a fire in the box of the computer but the fire had burned out. The fire was caused when the power supply fan failed and the power supply overheated. The computer was ruined but there was no other loss of equipment and no injuries. The IT Administrator has rebuilt one of the old public access computers to use until we can find funding to purchase the remaining new staff computers that we need.

Business:

Digital Creator North (Near North Mobile Media Lab Trillium project): A draft application to NOHFC for an intern to man the Digital Creator North makerspace in the library has been sent in to the Near North Mobile Media Lab. The Trillium grant will cover

the 10% of wages and the MERKs that are not covered by NOHFC. Contracts will be sent out by the Lab in June, detailing the agreement between the N2M2Lab and participating libraries.

Ontario Library Capacity Fund Research and Innovation grant—Library value study: Report on the community input library value consultation teleconference meeting on June 8, 2016 at 1:00 p.m.

Present at the teleconference meeting were Gayle Broad, Consultant, Chelsie Parayko, Student Consultant, Jude Ortiz, Consultant, Claire Hendrikx, Brigid Wilkinson, Chantal Edwards, Jeff Laferriere and myself.

The consultants asked the participants to think about and discuss how the library contributes to the Culture and Community of Temiskaming Shores, the Health and Wellbeing, Leadership Development, the Environment and the Economic Development of the area.

Some ideas that came out were that the Temiskaming Shores Library contributes to those areas in the following ways:

Culture and community by providing a place for local authors and artists to display their work, book clubs in both languages, tatting classes, crocheting classes, ukulele workshops etc. The library is often the first place people go when they move to the area. The library gives a sense of permanence and history to an area.

Technology training and provision of internet workstations and wifi is especially important in an area where many people cannot afford internet at home or it is difficult to get. Many people need the training in order to be able to fill out government forms online and to access government services.

The library serves as a community hub by allowing people to meet, hold classes, showcase and share their talents and by providing learning opportunities. There are bulletin boards informing the community of events throughout the community. The library is often a place people call to get information about the community.

The library is the only local history literature repository in the community, where people can come in at any time of the year to research genealogy and the history of the community. The microfilms of the Temiskaming Speaker are an invaluable addition to the local history of the area and having them accessible in the library is an important contribution to the culture of the community.

Health and Wellbeing by providing gadget helper and social media training to seniors to help them stay in touch with their families down south and to feel less isolated. Social inclusion for the Life Skills class by providing weekly library programming for them, and outreach to nursing homes in book exchange and gadget helper.

The library provides a safe space for marginalized people to visit or stay to read or use the computers.

The library provides a sense of community to people, young and old. Children feel a sense of “belonging to a club” when they attend the library programs such as the Heathy Kids Community Challenge and craft programs. Adults feel a sense of belonging when they attend workshops, events and chat with staff about books and authors.

Leadership Development by providing job training for young people via student library page jobs and the volunteer program for high school students and by accepting co-op students.

The library has volunteer opportunities for adults as well, in the Friends of the Library group, the library board and individual opportunities.

The library partners with a number of community organizations and individuals for programs and workshops.

Environment by providing a shared collection of educational and leisure materials including walking poles, snowshoes and DVDs, books and materials.

Economic Development by providing a shared collection of materials so not everyone has to purchase, by providing employment and training for 11 staff members, and by providing help to people job searching, a place to create and print resumes.

Community Hubs Group: I attended the Community Hubs Group visioning meeting on Wednesday, June 1 from 1:00-4:00. The group is in the early phases of identifying possible partners to create a community hub based on the principles of the Karen Pietrie report on Community Hubs that came out last fall. The exercise helped to identify priorities—one of the main priorities that came out right away was the need for a large building to house complementary services for families in Temiskaming Shores. Which services and the difficulties of funding were also issues that were discussed. I also plan on attending the next Community Hubs Committee meeting on June 15. I think it is worthwhile continuing to investigate this possibility while we wait to hear from the school board.

Conseil des Arts Temiskaming Arts Council: The Council has opened a bank account and is in the process of asking ten founding non-profit organizations for financial commitment.

East Ferris Accreditation Audit: the audit was cancelled and will be rescheduled at a later date.

Programming:

Visits to the Extendicare, Lodge and Manor nursing homes to exchange books are ongoing on Fridays by staff members and volunteers.

Gadget Help to the Extendicare. Anna Turner will visit several times in June and then take a break for the summer. Visits will resume in the fall.

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

Gadget Helper at both branches of the library

Thursdays, book a one-on-one time. This program will be on holiday for the summer but we will start back up in the fall.

Temiskaming Shores Public Library Online Book Club

Would you like to try a book club from the comfort of your home? Work on your own timeline and comment whenever you can find some time! Great books, wonderful discussions, and all conveniently on your schedule! Check us out on Facebook! Search for [TSPL Book Club](#)

TD Summer Reading Program

The program will launch the first week of July. There will be a storytime for children ages preschool-7 on Wednesday mornings in alternating branches, and one Saturday a month there will be a program geared towards older children in each branch.

Concours de lecture estivale

Concours de lecture à la bibliothèque publique de Temiskaming Shores pour les jeunes de 5 à 18 ans. Pour chaque 10 livres français lus de la bibliothèque vous recevrez un prix. À partir du 1er juillet au 31 août 2016. Veuillez prendre votre feuillet pour y inscrire les titres et les auteurs des livres lus.

Livres SURPRISE durant l'été pour les adultes

Livres SURPRISE durant l'été à la succursale de New Liskeard. Juillet et août 2016 Choisissez votre livre SURPRISE des paniers de la section française au premier étage et lisez! Écrivez vos commentaires si vous désirez! (Ils se trouvent dans le livre). Rapportez vos livres SURPRISE et nous partagerons vos opinions sans hésiter!

Finances and Statistics

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

8. Committee Reports

- a. **Finance and Property Committee:** Nothing to report
- b. **Planning, Personnel, Policy and Publicity Committee:** Nothing to report
- c. **Building Committee:** the Library Building Committee members gave an update on the meeting of June 9, 2016.

9. New Business

a. Report LIB-008-2016 Workplace Inspections.

For information.

b. Report LIB-009-2016 OLS-North Conference Attendance.

Motion #2016-20

Moved by: Robert Dodge
Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-009-2016 OLS-North conference attendance and recommends sending Library CEO Rebecca Hunt to the Ontario Library Service North conference in Sudbury in September.

Carried.

c. Statistics comparison 2007-2015.

For information. The Board discussed and reviewed the statistics of the past eight years.

d. Updated meeting schedule for distribution.

For information. The Chair reminded the board that the September meeting is a week early, on Wednesday, September 14, due the OLS-North conference the week of September 20.

e. 2015 Annual Report.

For review. The CEO will revise the brochure over the summer and print copies for distribution to the public and Mayor and Council.

10. Closed Session

a. Incident reports

b. Staffing update

Motion #2016-21

Moved by: Roger Oblin
Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:20 p.m.

Carried.

Motion #2016-22

Moved by: Roger Oblin
Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:45 p.m. without report.

Carried.

11. Plan, Policy and Bylaw Review

c. Policy review: Collection Plan

The plan was reviewed and amended by the board.

Motion #2016-23

Moved by: Brenda Morissette

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accepts library policy: "Collection Plan 2017-2022" as amended by the Board.

Carried.

12. Adjournment

Motion to adjourn by Danny Whalen at 8:52 p.m.

Chair – Donald Bisson

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

Meeting Minutes

Wednesday, August 31, 2016

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

Regrets: Robert Dodge; Maria McLean

Also Present: Jennifer Pye, Secretary-Treasurer

Public: No members of the public were present

1. Opening of Meeting

Resolution No. 2016-33

Moved By: Angela Hunter
Seconded By: Suzanne Othmer

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

Carried

2. Adoption of Agenda

Resolution No. 2016-34

Moved By: Voula Zafiris
Seconded By: Angela Hunter

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

Carried

3. Declaration of Pecuniary Interest

None

4. Adoption of Minutes

Resolution No. 2016-35

Moved By: Florent Heroux
Seconded By: Angela Hunter

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the July 27, 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) minor variance application.

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

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

Meeting Minutes

Wednesday, August 31, 2016

5.1 Minor Variance Application A-2016-07(NL) – David and Janet Morris, 403 McCamus Avenue

The Chair declared the public hearing for Minor Variance Application A-2016-07(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.

Subject land: 403 McCamus Avenue; Plan M154T Lot 18; Parcel 8383SST; Town of New Liskeard, City of Temiskaming Shores.

Purpose of the application: The owner is seeking relief from the following requirements of Zoning By-law 2233:

Provision	Zoning By-law 2233	Subject Property
Section 7(2)(h)(ii) Building Setback, Side, main building without an attached private garage or carport	5m	3m

Statutory public notice: The application was received on August 10, 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 August 17, 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 New Liskeard Zoning By-law 2233, and respectfully requested that the Committee approve the application.

The Committee asked for clarification regarding the “New Deck” depicted on the application sketch. The Planner confirmed that the existing deck is to be removed and a new deck is to be constructed at the same setback as the existing deck.

The Committee asked if the previous addition on the rear of the existing house was to remain with the new addition to be built on top. The Committee also asked if the previous addition could support the new addition. The Planner confirmed that the new addition is to be constructed on top of the previous addition and that the ability of the previous addition to carry the weight of the new addition would be addressed through the building permit process.

The committee considered the following resolution:

Resolution No. 2016-36

Moved By: Voula Zafiris

Seconded By: Florent Heroux

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2016-07(NL) as submitted by David and Janet Morris for the following lands: 403 McCamus Avenue; Plan M154T Lot 18; Parcel 8383SST; Town of New Liskeard;

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

Meeting Minutes

Wednesday, August 31, 2016

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

- 1) Section 7(2)(h)(ii) requires a minimum side building setback for a main building without an attached private garage or carport of 1.2m on one side and 4.0m on the other side. The applicant is requesting 0.7m on the west side;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated August 26, 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-2016-07(NL).

Further be it resolved that the following variance be granted:

That the Committee of Adjustment grant relief from Section 7(2)(h)(ii) of Zoning By-law 2233 to permit a minimum side building setback for a main building without an attached private garage or carport of 0.7m on the west side;

Subject to the following conditions:

- 1) The approval of the minor variance applies only to the existing house and the addition as proposed in this 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 New Liskeard Zoning By-law 2233, as amended;
3. The variance is desirable for the appropriate development or use of the land, building, or structure;
4. The variance is minor.

Carried

The Chair declared the public hearing for Minor Variance application A-2016-07(NL) to be closed.

6. New Business

6.1 Reschedule September Meeting

Resolution No. 2016-37

Moved By: Voula Zafiris

Seconded By: Angela Hunter

Be it resolved that the Committee of Adjustment meeting scheduled for September 28, 2016 by re-scheduled to September 21, 2016 at 1:30pm in the Haileybury Boardroom at City Hall.

Carried

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

Meeting Minutes

Wednesday, August 31, 2016

7. Unfinished Business

None

8. Applications for Next Meeting

Next meeting: Wednesday, September 21, 2016

9. Adjournment

Resolution 2016-38

Moved By: Suzanne Othmer

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be closed at 1:45 pm.

Carried

Carman Kidd
Chair

Jennifer Pye
Secretary-Treasurer

1.0 CALL TO ORDER

The meeting was called to order at 2:09 p.m.

2.0 ROLL CALL

- | | |
|--|--|
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Chris Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input checked="" type="checkbox"/> Candice Bedard, CAO Town of Cobalt |
| <input checked="" type="checkbox"/> Tina Sartoretto – Mayor, Town of Cobalt | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |
| <input checked="" type="checkbox"/> Councillor Rochelle Schwartz, Town of Cobalt | |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4.0 APPROVAL OF AGENDA

Recommendation TC-2016-016

Moved by: Councillor Danny Whalen

Be it resolved that the Transit Committee agenda for the August 24, 2016 meeting be approved as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2016-017

Moved by: Councillor Mike McArthur

Be it resolved that the Transit Committee minutes for the July 6, 2016 meeting be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 PRESENTATIONS

- None

8.0 UNFINISHED BUSINESS

8.1 *General Update on transit buses*

Mitch Lafreniere provided the group with an update on the transit buses.

The Committee discussed options to inform residents of the daily wear and tear on each bus as well as an update on the amount of kilometers on each bus. Councillors McArthur and Schwartz agreed to provide their respective Councils with a general update on the transit bus wear and tear.

8.2 *Transit Financials – July*

Chris Oslund, reviewed the monthly financials with the Committee. Chris noted that based on the passenger counts there may be a revenue discrepancy in the report. The average fare should generate between \$2.35 - \$2.37 per rider. Based on 80,330 riders revenues should be in the range of \$188,775 to \$190,302 – however – the current revenues as of July 31, 2016 are only \$178,952 (a difference of +/- \$10,000). Chris will follow up with accounting.

8.3 *Passenger counts and monthly passes – July Summary*

The Committee reviewed the passenger counts and monthly passes for July. The Transit Service had a total of 80,330 passengers year-to-date.

8.4 *Contract for Automated Announcement System – Update*

The ITS/AVL contract is moving forward. On September 21, 2016, Brad Hearn and Mitch Lafreniere will participate at a system demo in Kingston, Ontario. Mitch advised that the project is on schedule and expected to be completed by the end of the year. There will be an annual maintenance cost of approximately \$19,000 per year.

8.5 *Transit Proposal – DSBONE*

Chris Oslund will present a report at the September Transit Committee meeting.

9.0 NEW BUSINESS

9.1 Public Transit Infrastructure Funding Announcement

The Committee discussed the recent Public Transit Infrastructure Fund (PTIF). On August 23, 2016 the Federal and Provincial Governments announced an investment of \$1.48 billion in Public Transit Infrastructure support. Applications are expected to be released in early September. The Temiskaming Transit Committee concluded that they plan to pursue the funding application to obtain new transit fleet.

Recommendation TC-2016-018
Moved by: Councillor Danny Whalen

Be it resolved that the Temiskaming Transit Committee hereby recommends the submission of an application by the City of Temiskaming Shores and the Town of Cobalt to the Public Transit Infrastructure Fund for the acquisition of new transit buses.

Carried

9.2 2017 Budget

Chris Oslund advised the Committee that the City's 2017 budget process has begun. The Committee discussed items for consideration including the purchase of new buses.

Recommendation TC-2016-019
Moved by: Councillor Danny Whalen

Be it resolved that the Temiskaming Transit Committee directs staff to further investigate the cost of additional transit buses for consideration during the budget process.

Carried

9.3 2017 Fare Schedule

The group discussed increases to the current transit fares for 2017.

Recommendation TC-2016-020
Moved by: Councillor Mike McArthur

Be it resolved that the Temiskaming Transit Committee hereby recommends that the Councils of the City of Temiskaming Shores and the Town of Cobalt endorse the following Transit Fare changes and further recommends the revised Fare Schedule be implemented effective January 1st, 2017:

- 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.

Carried

10.0 PUBLIC COMMENTS/COMPLAINTS

- None

11.0 CLOSED SESSION

- None

12.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for September 26, 2016 at 2:00 p.m.

13.0 ADJOURNMENT

Recommendation TC-2016-021

Moved by: Councillor Rochelle Schwartz

Be it resolved that the Transit Committee meeting be hereby adjourned at 3:15 p.m.

Carried

Chair

Recorder



TEMISKAMING SHORES POLICE SERVICES BOARD

SEPTEMBER 19, 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 1:00 p.m.

2. ROLL CALL

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

ALSO

PRESENT: Inspector Brent Cecchini, O.P.P. – Detachment Commander
Christopher W. Oslund, Board Secretary

REGRETS: Board Member Danny Whalen

MEMBERS OF THE PUBLIC PRESENT: None

3. ADDENDUM/ANNOUNCEMENTS

Under Item 10 – New Business:

- b) All Chiefs Memo – Funding for Sexual Assault Response
- c) False Alarm Report
- d) OAPSB Survey – Police Services Act

4. APPROVAL OF AGENDA

Resolution No. 2016-24

Moved by: Ruth Shepherdson

Seconded by: Gail Moore

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. 2016-25

Moved by: Ruth Shepherdson

Seconded by: Brian Thornton

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on July 18, 2016 be approved as printed.

CARRIED

8. COMMUNICATIONS

a) CERB 911 Reports – June & July 2016

Reference: Received for information.

b) Fred Kaustinen, Executive Director – OAPSB

Re: Survey – Changes to the Police Services Act

Reference: Referred to New Business.

Resolution No. 2016-26

Moved by: Gail Moore
Seconded by: Brian Thornton

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

CARRIED

9. OPP BUSINESS

a) OPP Temiskaming Detachment Report – July / August 2016 & Report on Revenues collected on behalf of the Board – July / August 2016

Resolution No. 2016-27

Moved by: Gail Moore
Seconded by: Brian Thornton

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

CARRIED

10. NEW BUSINESS

a) OAPSB Report – Doug Jelly

The Board Chair provided a verbal report on the following OAPSB matters:

- OAPSB Board members held Planning meeting at the OPP HQ in Orillia on August 22, 2016. Various items were discussed and it offered an opportunity to speak with the Commissioner and Senior OPP staff.
- Zone meeting will be held on September 28/29, 2016 in West Nipissing.
- Fall Labour Seminar and OAPSB Board meeting will be held in Toronto on October 20/21, 2016.

b) All Chiefs Memo – Supporting Police Response to Sexual Violence and Harassment Grant Program

The Ministry of Community Safety and Correctional Services recently announced a new 2 year funding program entitled *Supporting Police*

Response to Sexual Violence and Harassment. The deadline for applications is Friday, October 14, 2016.

The Board referred the Memo to Inspector Cecchini to determine if there is a business case to support the submission of an application. The Board also suggested that VCARS may be a possible partner.

c) **False Alarm Report**

The False Alarm Reduction Program has been quite successful. In 2014 there was an average of 23 False Alarm calls per month. In 2016 we are averaging 12 calls per month which is almost a 50% reduction.

To date, the Board has collected \$16,000 in False Alarm fees to offset the False Alarm billings from the OPP.

d) **OAPSB Survey – Police Services Act**

The Board reviewed and responded to the recent OAPSB survey regarding the Police Services Act.

11. **BY-LAWS**

None

12. **CLOSED SESSION**

None

13. **SCHEDULE OF MEETINGS**

- a) Special Joint Temiskaming/Temagami Police Services Board meeting – September 21, 2016 at 1:30 p.m. – Temagami, Ontario
- b) Regular Police Services Board meeting – November 21, 2016 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

14. **ADJOURNMENT**

Resolution No. 2016-28

Moved by: Brian Thornton

Seconded by: Gail Moore

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 3:05 p.m.

CARRIED

CHAIR

SECRETARY

1.0 CALL TO ORDER

The meeting was called to order at 8:39 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 (arrived late) | <input checked="" type="checkbox"/> Councillor Patricia Hewitt |
| <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works | |
| <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets | |
| <input checked="" type="checkbox"/> Steve Burnett, Technical and Environmental Compliance Coordinator | |
| <input type="checkbox"/> Robert Beaudoin, Environmental Superintendent | |
| <input type="checkbox"/> Jamie Sheppard, Roads Superintendent | |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4.0 APPROVAL OF AGENDA

Recommendation PW-2016-038

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the August 25, 2016 meeting be approved as printed.

Carried

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2016-039

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the July 26, 2016 regular meeting be adopted as presented.

Carried

7.0 CORRESPONDENCE

- None

8.0 PRESENTATIONS

- None

9.0 UNFINISHED BUSINESS

9.1 Grant Drive at Hwy 65E

Previous Discussion:

No update.

Discussion:

No update.

9.2 LED Street Lighting

Previous Discussion:

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

Discussion:

Additional lights are currently on order; Millers will replace the poles that are in the worst condition. It was suggested that a light be installed near the hospital area, staff will look at options and cost. VIP Energy Services is looking to schedule a meeting with Hydro One to discuss discrepancies.

The City will be eligible for the Save on Energy grant upon submission of project invoices, noted Mitch Lafreniere.

9.3 *AMEC – New Waste Management Capacity*

Previous Discussion:

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

Discussion:

The Draft submission was presented to the MOECC with final submission scheduled for Sept 2nd as part of the requirements, the City will issue a notice to residents of a public information session. Overall the project is moving forward, noted Steve Burnett.

9.4 *Access Control Policy – Entrance Permits*

Previous Discussion

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

Discussion:

No update, Steve Burnett will follow up with Dave Treen.

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

Previous Discussion

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

Discussion:

No update, Mitch Lafreniere will contact Millers to turn on the lights in the subdivision.

9.6 *Public Works Staff Training*

Previous Discussion

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

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

Discussion:

Doug Walsh updated the Committee in regards to upcoming Public Works staff training:

- Water/Sewer and OCWA employees will participate in the confined space training in September.

9.7 Public Works Department Update

Previous Discussion

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

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

Discussion:

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

- The holiday schedule has resulted in short staff however the busy holiday season is almost complete.
- In recent weeks Public Works staff have been busy repairing a number of water breaks, within the municipality.
- Hydrant flushing continues.
- Patching work is ongoing.

9.8 Build Canada Fund

Previous Discussion

No update

Discussion:

No updates on funding announcements have been made. Christopher Oslund extended a job well done to Doug Walsh on his Build Canada funding application.

9.9 HWY 11 Detour

Previous Discussion:

No update

Discussion:

No update

9.10 Full Solid Waste Management Program

Previous Discussion

Chris Olsund is currently working on the agreement with Cobalt, funding from the Orange Drop event was received, totalling approx. 25k with a cost to the City of approx. 26k.

A letter was sent as follow up to the Cochrane - Temiskaming Waste Management Board Assets, requesting a status update on the City's portion of the funds. Chris Oslund will follow up with Mike Dupont.

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

Discussion:

Christopher Oslund is currently working on the agreement with Cobalt. The City received allocation of approximately \$50,000 from the Temiskaming Waste Management Board Assets. Based on internal calculations, some discrepancy was noticed. Mayor Carman Kidd will contact Al Spectch requesting to attain a summary of the 2015 financial statements.

9.11 Drainage issues - Peter's Road

Previous Discussion:

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

Discussion:

On going

9.12 Dymond Reservoir Upgrades

Previous Discussion:

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

Discussion:

Steve provided the group with an update on the upgrades, the project is ongoing, the VFD's were received yesterday, both pumps and packers have been removed from the wells. The City will look to surplus the pumps and packers.

9.13 Development – Groom Drive

Previous Discussion:

No update

Discussion:

No update

9.14 Closed Roads / Old Roads

Previous Discussion:

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

Discussion:

Christopher Oslund will follow up. The group discussed options to notify land owners of the liability. The City will look at obtaining legal advice on how to proceed regarding Closed/Old roads within the municipality.

9.15 Storm Sewer – Smallmans Drugstore

Previous Discussion:

Doug Walsh will follow up.

Discussion:

No update

9.16 New Rail Grade Crossing Regulations

Previous Discussion:

No update

Discussion:

No update

9.17 Sharing of Engineer Services (Temagami)

Previous Discussion:

No update

Discussion:

No update

9.18 Water Meters

Previous Discussion:

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

Discussion:

Neptune will be conducting a survey the week of September 12, 2016. The Environmental Department will deliver a notice the week prior to the survey.

9.19 Parking on Mary Street

Previous Discussion:

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

Discussion:

No update

9.20 STATO Trail

Previous Discussion:

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

Discussion:

Council will be presented with a change order; Miller is waiting for the approval for the last section.

9.21 ROMA/OGRA Conference

Previous Discussion:

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

Discussion:

Dave Treen will prepare a memo for Council to discuss at the regular Council meeting in September.

9.22 MMS Second Five-Year Review

Previous Discussion:

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

Discussion:

The Committee reviewed the revised MMS Five year Municipal Maintenance Standards. Doug Walsh sent correspondence inquiring on the timing of changes, as it would affect the City's winter operation plan.

9.23 OCWA Agreement

Previous Discussion:

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

Recommendation PW-2016-037

Moved by: Councillor Doug Jelly

Be it resolved that:

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

Carried

Discussion:

A report will be presented to Council at the regular Council meeting on September 6, 2016.

10.0 NEW BUSINESS

10.1 North Cobalt Water Stabilization Project – Update

Discussion:

Pedersens Construction was awarded the project. October 6, 2016 is the expected project start date. Expotech will commence pre construction work in the coming weeks. A special Council meeting will be held today, at which a memo will be presented regarding the project. A public meeting will be held next week.

10.2 Gray Road Lift Station Project – Update

Discussion:

Doug Walsh informed the group of the Pre-qualification process, 1 week to review proposals, and those who pre-qualify will then be able to submit their tender. Staff will present to Council at the regular Council meeting on October 18, 2016. Doug Walsh further indicated that the project is one big project that is being broken down by 3 different projects.

10.3 2016-2017 Winter Operations Plan

Discussion:

The 2016-2016 Winter Operations Plans are underway. The Department is looking to include additional walkways; the plan will be presented to Council for approval in coming weeks.

10.4 2017 Roads Surfacing Program

Discussion:

In recent weeks, Chris Oslund and Doug Walsh spoke with Miller's regarding the re-surfacing of municipal roads. Miller's will look into the cost. Mayor Carman Kidd spoke with the Premiere while on her visit to the area, with regards to the 2017 Roads Surfacing Program.

10.5 2017 Capital Projects Priorities

Discussion:

The Committee discussed 2017 Capital Projects that would fit within the eligible OCIF funding amount.

11.0 ADMINISTRATIVE REPORTS

The following Administrative reports were reviewed and discussed.

- PW-042-2016: Engineering Assignment – Gray Road
- 020-2016-PW: Contract Change Order – Memo
- 021-2016-PW: Contract Administration Services – Memo
- 022-2016-PW: Correspondence – Memo

12.0 CLOSED SESSION

Recommendation PW-2016-040

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee convene into Close Session at 9:58 a.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.

- Staffing

Recommendation PW-2016-041

Moved by: Councillor Doug Jelly

Be it resolved that:

The Public Works Committee rise without report at 10:17 a.m.

Carried

13.0 NEXT MEETING

The next meeting of the Public Works Committee is scheduled for October 6, 2016 in the New Liskeard Board Room (325 Farr Drive – City Hall) to commence at 8:30 a.m.

14.0 ADJOURNMENT

Recommendation PW-2016-042

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:20 A.M.

Carried

THE CITY OF TEMISKAMING SHORES JANUARY - SEPTEMBER 2016 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Kelly Conlin, Director of Corporate Services (A)

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

28-Sep-16

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- 1.0 Executive Summary
 - 1.1 Summary - Capital Revenues & Expenditures
- 2.0 Capital Summary
 - 2.1 Analysis - Capital Projects
 - 2.2 General Capital Revenues & Expenditures
 - 2.3 Waterfront Development Project
 - 2.5 Environmental Capital Revenues & Expenditures

SUMMARY - CAPITAL
Revenues and Expenditures
as at September 2016

	2016 YTD			
	Actual	Total Budget	Variance B/(W)	% Change
CAPITAL				
Revenues				
Capital - General	153.0	4,048.8	(3,895.8)	-96.2%
Capital - Environmental	1,422.6	8,330.4	(6,907.8)	-82.9%
Total Revenues	1,575.6	12,379.2	(10,803.6)	-87.3%
Expenditures				
Capital - General	2,487.2	4,048.8	1,561.6	38.6%
Capital - Environmental	897.4	6,187.7	5,290.3	85.5%
Total Expenditures	3,384.6	10,236.5	6,851.9	66.9%
Net Position Capital	(1,809.0)	2,142.7	3,951.7	

NOTE: The January - September monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2016-055 passed on April 19, 2016.

2.0 Capital Summary

2.1 Analysis

The City of Temiskaming Shores 2016 Capital projects for both general and environmental is \$10,650.4K. The capital program is comprised of \$3,779.7K of general capital and \$6,870.7K of environmental capital.

The 2016 Capital project budget consists of 34 projects, 25 in general and 9 in environmental.

General Capital Projects:

16 projects have been completed, 9 are currently in progress.

Additional Projects: 1 completed

Environmental Capital Projects:

4 projects have been completed, 4 are currently in progress and 1 has yet to be started.

Additional Projects: 1 underway (ProNor water/sewer line installation to lot line as sale of land agreement, estimated value of construction \$11,680 plus applicable taxes)

GENERAL CAPITAL
Revenues & Expenditures
as at September 2016

Department	Project	2016			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations	0.0	723.2	(723.2)				
	Transfer from Reserves	0.0	135.0	(135.0)				
	Financing (external)	0.0	795.0	(795.0)				
	Financing (internal)	0.0	325.0	(325.0)				
	Canada 150 Funding	0.0	50.0	(50.0)				
	Lighting Incentive Program	0.0	60.0	(60.0)				
	Federal Gas Tax	0.0	935.5	(935.5)				
	Provincial Gas Tax	0.0	90.0	(90.0)				
	Trillium Funding	135.0	150.0	(15.0)				
	OMCIP Funding	0.0	162.5	(162.5)				
	STATO Partnership	0.0	64.8	(64.8)				
	Provincial Funding Ec Dev Strategic Plan	0.0	50.0	(50.0)				
	Waterfront Development Funding (P&F)	18.0	507.8	(489.8)				
Total Revenues		153.0	4,048.8	(3,895.8)				
EXPENDITURES:								
Corporate Services:	Capital Contingency Fund	0.0	75.8	75.8				
Property Mntce:	City Hall Energy Upgrades	17.0	20.0	3.0	100%	X		
	Hlby Arena Upgrades	7.4	15.0	7.6	100%	X		
	NL Library Stabilization	4.8	115.0	110.2	50%	X		
	NL Fire Station Repairs (Roof)	99.0	98.0	-1.0	100%	X		
	Hlby Medical Centre Flooring Upgrades	0.0	30.0	30.0	50%	X		
	Hlby Medical Centre Retaining Wall	32.9	100.0	67.1	100%	X		
	Matabanick Hotel Demolition	314.6	325.0	10.4	100%	X		
	Riverside Place Roof Replacement (south)	21.2	0.0	-21.2	100%	X		
Public Works:	DIP Certified Site Program	27.3	100.0	72.7	75%	X		
	2016 Road Program	773.9	745.5	-28.4	100%	X		
	Street Light Upgrades	81.5	150.0	68.5	100%	X		
Solid Waste:	Landfill Site Expansion	21.5	60.0	38.5	75%	X		
	Hlby Landfill Postclosure	6.7	25.0	18.3	50%	X		
Transit:	Transit Bus Auto Announcement System	2.0	90.0	88.0	75%	X		
Fleet:	Command/Rescue Truck	0.0	295.0	295.0	75%	X		
	Trackless	156.1	165.0	8.9	100%	X		
	Loader	183.7	185.0	1.3	100%	X		
	Service Van - Bldg Mntce	63.1	60.0	-3.1	100%	X		
	Pick-Ups (3)	87.7	90.0	2.3	100%	X		
	Quick Attach Forks for Loader	6.9	6.0	-0.9	100%	X		
Leisure Services:	STATO Trail Relocation	167.9	190.0	22.1	100%	X		
	STATO Project	143.2	377.3	234.1	75%	X		
	NL Arena Glycol Pump Replacement	6.2	10.0	3.8	100%	X		
	NL Waterslide Refinishing	31.1	32.0	0.9	100%	X		
	Hlby Arena Condensor	110.0	125.0	15.0	100%	X		
	Waterfront Development	121.5	564.2	442.7		X		
Total Expenditures		2,487.2	4,048.8	1,485.8				

2.3

**WATERFRONT DEVELOPMENT PROJECT
as at September 2016**

Project	Total Budget	2015 Actual	YTD Actual	2016		Variance B/(W)	G	Y	R
				Budget					
Waterfront Stabilization & Beautification	685.1	485.1	121.5	200.0	78.5	x			
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0				
Accessible Landscaping	260.0	245.8	6.5	14.2	7.7	x			
Farmer's Market	350.0	0.0		350.0	350.0				
Spurline Building Renovations	31.7	31.7		0.0	0.0				
Bucke Park Water and Septic Upgrades	90.6	90.6		0.0	0.0				
Professional Services (Engineering)	74.7	74.7		0.0	0.0				
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0				
	2,222.0	1,657.8	128.0	564.2	436.2				

Waterfront Stabilization & Beautification:

- Beach and Harbourfront Bathrooms have been upgraded
- Haileybury Boardwalk tender has been awarded to SLE and the work will take place in after Thanksgiving weekend
- Haileybury Waterslide resurfacing has been completed
- Haileybury Marina Gates (N&S) are having privacy screens installed and the work is almost completed

2.4

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at September 2016
(\$K)

	2016			%	G	Y	R
	Actual	Budget	Variance B/(W)				
REVENUES:							
Transfer from Operations	0.0	522.3	(522.3)				
Public/Private Partnership	0.0	100.0	(100.0)				
Borrowing	0.0	1,824.3	(1,824.3)				
Funding - Armstrong Infrastructure Upgrades	0.0	164.1	(164.1)				
Funding - Looping Project	147.0	1,282.5	(1,135.5)				
Funding - Gray Road Project	0.0	2,141.7	(2,141.7)				
Funding - North Cobalt Water	1,275.6	2,142.7	(867.1)				
Transfer from Reserves	0.0	152.8	(152.8)				
Total Revenues	1,422.6	8,330.4	(6,385.5)				
EXPENDITURES:							
Vacuum/Sucker Truck	418.4	500.0	81.6	100.0%	x		
Pick-Up	29.2	30.0	0.8	100.0%	x		
Dym Reservoir Upgrades	57.6	200.0	142.4	25.0%	x		
Gray Road Lift Station	1.2	3,212.5	3,211.3				
Hlby WTP MCC Replacement	0.0	200.0	200.0	50.0%	x		
NL-Dym Water Supply Linking	330.3	316.9	(13.4)	100.0%	x		
Comm Upgrades W/WW Facilities (Phase 3)	0.0	300.0	300.0	50.0%	x		
NC Water Integration Project	36.7	1,403.3	1,366.6	25.0%	x		
Clear Well Inspection Robot	24.0	25.0	1.0	100.0%	x		
ProNor Service Line Installation	0.0	0.0	0.0	50.0%	x		
Total Expenditures	897.4	6,187.7	5,290.3				

Dave Treen

From: OCIF (OMAFRA) <OCIF@ontario.ca>
Sent: September-26-16 12:19 PM
To: Chris Oslund
Cc: Dave Treen
Subject: OCIF – Formula Funding Contribution Agreement OCIF FC-377
Attachments: OCIF-FC 377.pdf; Temiskaming Shores.pdf

File Number: OCIF FC-377

Christopher Oslund
City Manager
The Corporation of the City of Temiskaming Shores

Dear Christopher Oslund,

As follow-up to the new expanded Ontario Community Infrastructure Fund – Formula-based Component (OCIF-Formula) Allocation Notice you received in July 2016, please find enclosed your Contribution Agreement and a duplicate copy of your Allocation Notice.

Please review the attached agreement. To fully execute the agreement, we require:

1. A by-law authorizing municipal representatives to enter into this agreement with the Province.
 - a. The by-law should reference the Ontario Community Infrastructure Fund Formula Component and include the names of the designated signatories for the Contribution Agreement.
 - b. The signatories' names and titles must then be inserted on the appropriate signature lines on page 4 of the Contribution Agreement.
2. Two original signed copies of the attached contribution agreement affixed with the corporate seal on page 4.

Once completed, please return the two original signed and sealed copies along with a copy of the authorizing by-law via courier by **Wednesday, November 2, 2016** to:

Ministry of Agriculture, Food and Rural Affairs
Rural Programs Branch
1 Stone Road West, 4NW
Guelph, ON
N1G 4Y2

Once executed by the Province, an original copy will be returned to you by mail.

Please note the additional requirements which must be completed by December 31, 2016:

- submission to OMAFRA of any updates to your comprehensive asset management plan, covering core infrastructure assets;
- submission to OMAFRA of all outstanding reporting obligations from the 2016 OCIF Formula allocation, as well as any OCIF Application Component projects you may have in process; and
- submission to the Ministry of Municipal Affairs your 2014 and 2015 Financial Information Returns, without critical errors.

Pending receipt of the above items and the full execution of the Contribution Agreement, the Province expects to provide funds pursuant to Schedule "F" in early 2017.

You will also need to meet the requirements for insurance as outlined in Article A12 of Schedule "A" of the Contribution Agreement. Note: At this time, OMAFRA does not need to receive documentation that these requirements have been met.

Please note that any required aboriginal consultation pursuant to Schedule "G" of the Contribution Agreement should be completed prior to the start of any project construction work.

Later this fall, we will be arranging for a webinar information session regarding the new expanded OCIF Formula-based Component to answer any questions you may have regarding this component. Please watch for an upcoming announcement of this session.

If you have any questions, please call the contact centre at 1-877-424-1300 or email OCIF@ontario.ca.

Sincerely,

Infrastructure Team



**Ontario Community Infrastructure Fund (OCIF)
Formula-based Component**

Allocation Notice

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

City of Temiskaming Shores

July 2016

Disponible en français

Ontario Community Infrastructure Fund (OCIF)

Formula-based Component: Allocation Notice

City of Temiskaming Shores

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Page 3	Overview
Page 4	Calculation of Adjusted Core Infrastructure
Page 5	Calculation of Indicator 1 (ratio of core infrastructure to weighted property assessment)
Page 6	Calculation of Indicator 2 (ratio of core infrastructure per household to median household income)
Page 7	Calculation of Grant

Please Note: Due to rounding, some calculations may vary from the results shown.

Terms and Conditions

Receipt of the formula allocations noted on page 3 are conditional upon:

- Entering into a funding agreement with the Province on terms and conditions that are satisfactory to the Province.
- Compliance with all of the terms and conditions of your existing OCIF formula-based funding agreement.

The Province reserves the right to adjust or terminate without notice or consent, for any reason, any allocation or proposed allocation contained in this notice, including the proposed allocations in future years, to account for any changes in your situation, the Ontario Community Infrastructure Fund program guidelines or other parameters or administrative procedures.

Ontario Community Infrastructure Fund (OCIF)

Formula-based Component: Allocation Notice

City of Temiskaming Shores

Overview

Formula-based funding

Your community's formula-based allocation of funding (allocation) under the Ontario Community Infrastructure Fund for the next three years is as follows:

2017 formula allocation	\$144,572
2018 proposed formula allocation	\$205,197
2019 proposed formula allocation	\$318,735
Infrastructure Index	-0.035
Percentage points away from median	-1.4

Starting in January 2017, the Province proposes to make payments in accordance with the following schedule

- Allocations of \$150,000 or less will be provided in one payment;
- Allocations greater than \$150,000 but less than \$1 million will be provided through 6 payments; and
- Allocations greater than \$1 million will be provided through 12 payments.

Top-up funding

The new top-up component will allow municipalities with critical infrastructure projects to submit proposals to bring their total OCIF funding up to \$2 million over two years. Eligibility for the 2016 intake is targeted to communities whose formula grants in 2017 and 2018 add up to less than \$2 million and who did not receive funding under the last application-based intake.

If your community is eligible, you may apply for up to 90% of a project's eligible costs or the top-up funding cap noted in the table below (whichever is less). The top-up funding cap is based on the amount your community is receiving under the formula-based component.

Eligibility for 2016 top-up intake	Ineligible - Community was successful under the last application intake.
Top-up funding cap*	\$0

* Calculated by subtracting your community's combined 2017 and 2018 formula allocations from \$2-million.

Next allocation notice

You will receive an updated allocation notice in 2017. It will advise you of your 2020 proposed formula-based allocation, as well as eligibility and maximum funding available, if any, to your community under the 2017 intake of the top-up component.

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Adjusted Core Infrastructure

Table 1 - Calculation of Adjusted Core Infrastructure

A	Adjusted Core Infrastructure: A1	\$81,576,892
	1. Municipality's core infrastructure	\$81,576,892

Data Sources

- **Core infrastructure:** assets valued at cost as reported in Schedule 51 of the Financial Information Return (FIR).

The best of 2014 or 2015 FIR data is used - whichever yields a higher total core infrastructure value for the municipality.

FIR Categories included are:

<u>Line</u>	<u>Item</u>
611	Roads - Paved
612	Roads - Unpaved
613	Roads - Bridges and Culverts
614	Roadways - Traffic Operations & Roadside Maintenance
621	Winter Control - except Sidewalks, Parking Lots
622	Winter Control - Sidewalks, Parking Lots only
650	Street Lighting
811	Wastewater Collection/Conveyance
812	Wastewater Treatment and Disposal
821	Urban Storm Sewer System
822	Rural Storm Sewer System
831	Water Treatment
832	Water Distribution/Transmission

- **Weighted property assessment:** Measures the size of the municipality's tax base. Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes (PILs) retained by the municipality). Data sources: 2015 returned roll and 2016 starting tax ratios (Municipal Property Assessment Corporation (MPAC) and municipal tax rate bylaws) and Municipal FIRs (2014 or 2013 for PILs).

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Calculation of Indicators

Table 2a - Indicator 1 (ratio of adjusted core infrastructure to weighted assessment)

Indicator 1 Value for Municipality

A	Indicator 1 Value: (A1 ÷ A2)	0.082
	1. Municipality's adjusted core infrastructure	\$81,576,892
	2. Municipality's weighted property assessment	\$996,891,422

Indicator 1 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.002
C	Median Value	0.083
D	Highest Value	0.302

Calculation of Re-weighted Indicator 1

E	Difference between Indicator Value and Median (A - C)	-0.001
F	Difference between the Median and the Minimum Value (C - B)	0.080

G	Re-weighted Indicator 1 (E ÷ F)	-0.009
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Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Calculation of Indicators

Table 2b - Indicator 2 (ratio of core infrastructure per household to median household income)

Indicator 2 Value for Municipality

A	Indicator 2 Value: $((A1 \div A2) \div A3)$	0.337
1.	Municipality's adjusted core infrastructure	\$81,576,892
2.	Municipality's number of households	4,871
3.	Municipality's median household income	\$49,760

Indicator 2 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.014
C	Median Value	0.357
D	Highest Value	1.141

Calculation of Re-weighted Indicator 2

E	Difference between Indicator Value and Median (A - C)	-0.021
F	Difference between the Median and Minimum Value (C - B)	0.343

G	Re-weighted Indicator 2 (E ÷ F)	-0.060
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Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Data Sources

Median household income: Statistics Canada's measure of median income for all private households (2011).

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Table 3 - Total Grant

Infrastructure Index

A	Infrastructure Index: $((A1 + A2) \div 2)$	-0.035
	1. Re-weighted Indicator 1	-0.009
	2. Re-weighted Indicator 2	-0.060

Calculation of Funding per \$100,000 of Core Infrastructure

B	2017 Funding per \$100,000 Core Infrastructure: $(\\$179 + \\$13 \times (A - B1) \div 10\%)$	\$177.22
C	2018 Funding per \$100,000 Core Infrastructure: $(\\$254 + \\$18 \times (A - C1) \div 10\%)$	\$251.54
D	2019 Funding per \$100,000 Core Infrastructure: $(\\$394 + \\$24 \times (A - D1) \div 10\%)$	\$390.72
	1. Median of Infrastructure Indices of all Eligible Municipalities	-0.021

Calculation of Grant

E	2017 Total Grant: Maximum of $(B \times E1 \div \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$144,572
F	2018 Total Grant: Maximum of $(C \times F1 \div \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$205,197
G	2019 Total Grant: Maximum of $(D \times G1 \div \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$318,735
	1. Municipality's total core infrastructure	\$81,576,892

Note

Lines B, C and D: Since the index is above the median, the funding per \$100,000 of core infrastructure is greater than \$179 in 2017, \$254 in 2018 and \$394 in 2019. Please refer to the program guidelines for details on the minimum and maximum funding provided per \$100,000 of core infrastructure.

Memo

To: Mayor and Council
From: Timothy H. Uttley, Fire Chief/CEMC
Date: October 4, 2016
Subject: Appointment of EMPC Member – John McCarthy
Attachments: None

Mayor and Council:

Recently two members of the City's Emergency Management Program Committee (EMPC) submitted their resignations.

The resignations resulted from the retirement of EMS Chief Mike Trodd and the transfer of Serenna Besserer from the Red Cross who has accepted a new position within that organization. Since that time we have received an expression of interest from the new EMS Chief, John McCarthy to sit on our Emergency Management Program Committee.

In accordance with By-law 2011-158 as amended, being a by-law to adopt a Terms of Reference for the EMPC, and more specifically Section 2.6 of the Terms of Reference, and as a result of the current vacancies on the EMPC, the following is being recommended to Council for consideration:

1. That John McCarthy be hereby appointed to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030 being a by-law to appoint Community Representatives to various Committees and Boards for the 2015-2018 Term of Council appointing John McCarthy as a member to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores for consideration at the October 4th, 2016 Regular Council meeting.

I would like to thank Council for your consideration.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Timothy H. Uttley
Fire Chief/CEMC

Christopher W. Oslund
City Manager

Subject: Public Transit Infrastructure Fund

Report No.:

CS-015-2016

Agenda Date:

October 4, 2016

Attachments

Appendix 01: Allocation Letter – Ministry of Transportation

Appendix 02: Fleet Replacement Plan

Appendix 03: Draft 10-Year Transit Financial Plan

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-015-2016;
2. That Council approves the submission of an application to the Public Transit Infrastructure Fund (PTIF) for two (2), 32 passenger accessible transit buses in order to improve the service reliability of the Temiskaming Transit System; and
3. That Council confirms this project would not have been undertaken without the support of Federal Funding through the Public Transit Infrastructure Fund.

Background

On August 29, 2016 the Ministry of Transportation announced the establishment of an application based funding program entitled the *Public Transit Infrastructure Fund* (PTIF).

Municipalities who operate a transit system have been advised of their potential funding allocation which is calculated using a base of \$50,000 plus a ratio of their total ridership/total Provincial ridership.

The Temiskaming Transit System has been advised that we are eligible to receive an allocation of \$257,955 (see **Appendix 01**).

Eligible Projects must demonstrate that they would not otherwise have taken place in 2016/2017 or 2017/2018 without Federal Funding. The program is also focused on the following impacts to transit ridership:

- Improved mobility/accessibility
- Improved customer safety/security
- Improved service reliability; and
- Introduction of new technologies

The Temiskaming Transit Committee met on September 26, 2016 and has recommended that both Temiskaming Shores Council and Cobalt Council endorse and approve the submission of an application to the PTIF for the purchase of two (2) new 32 passenger, accessible transit buses.

The application deadline is **Tuesday, October 18, 2016.**

Analysis

In February 2014, the Transit Committee recommended that investments be made to the transit system to improve accessibility, increase ridership and improve service to our residents. These investments included the purchase of 4 low-ride accessible buses (17 passenger) and enhanced hours, including hourly Saturday/Sunday service.

These investments resulted in increased ridership and improved customer service. The following table illustrates the increase in ridership since 2013:

	Annual	Monthly
2013	84,926	7,077
2014	130,657	10,888
2015	138,818	11,568
2016 (Jan to August)	91,747	11,468

In October 2015, the Temiskaming Transit introduced two new low-ride, 32 passenger transit buses to the fleet. The Committee recognized that the 17 passenger buses were at capacity as a result of increased ridership which often resulted in standing-room only during peak times. During the year, the buses will cover almost 300,000 kilometres or 150,000 km each run.

The Temiskaming Transit is currently using two (2) of the 17 passenger buses to replace the 32 passenger buses during scheduled maintenance (once a week per bus) and any unexpected breakdowns. This causes significant stress to the system and reduced customer service and reliability.

The Temiskaming Transit Committee is recommending the purchase of two more 32 passenger buses in order to meet the needs of the system and provide a reliable service. This would bring our total fleet complement to four 32 passenger buses and the four 17 passenger buses would be phased out.

City Treasurer Laura-Lee MacLeod, on behalf of the Transit Committee, has also developed a Fleet Replacement Plan based on an 8 year replacement cycle (see **Appendix 02**).

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 Transit Committee currently has a debt of \$294,000 which was financed by the City of Temiskaming Shores. This debt is a result of the purchase of the two 32 passenger buses purchased in October, 2015.

The Committee estimates the cost of two additional buses at \$970,000.

In order to finance the accumulated debt, the purchase of two new buses in 2017/2018 and implement a fleet replacement schedule City Treasurer Laura-Lee MacLeod, on behalf of the Committee, has developed a 10 year financial plan/forecast using a combination of debt financing (debentures), Public Transit Infrastructure Funding, Provincial Gas Tax Funding and increased subsidy levels from both the City of Temiskaming Shores and the Town of Cobalt (**see Appendix 03**).

In 2017, the City's subsidy level would increase from \$150,370 to \$238,750 (increase of \$88,380) and Cobalt's subsidy level would increase from \$22,850 to \$36,276 (increase of \$13,426).

Alternatives

1. Decide not to submit an application or purchase any buses - this alternative is not being recommended as it would result in a strain to the Transit System and will affect customer service and reliability. The current fleet assets do not meet the demands and needs of the system.
2. Submit an application for only one transit bus instead of two - this alternative is not being recommended as the Committee felt that 2 buses are required to meet the demands and needs of the system as well as the fleet replacement plan.

Submission

Submitted for
Council's consideration by:

"Original signed by"

Christopher W. Oslund
City Manager

Ministry of Transportation Ministère des Transports

Transit Policy Branch
Policy and Planning Division
777 Bay Street, 30th Floor
Toronto, Ontario
M7A 2J8
Tel: 416 585-7347
Fax: 416 585-7343

Direction des politiques de transport en commun
Division des politiques et de la planification
777, rue Bay, 30^e étage
Toronto (Ontario)
M7A 2J8
Tél. : 416 585-7347
Télééc. : 416 585-7343



AUG 29 2016



Ms. Laura Lee MacLeod
Treasurer
City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Dear Ms. MacLeod:

As you know, Ontario is committed to working collaboratively with municipalities and the federal government to invest in public transit, to reduce congestion, enhance service and improve the environment.

The 2016 Federal Budget announced the establishment of an application based Public Transit Infrastructure Fund (PTIF) that proposes to invest up to \$3.4 billion in public transit for Phase One of the program, starting in 2016-17. The funding will be distributed provincially on the basis of transit ridership. With Ontario's share of national public transit ridership totalling 44%, the Province will receive approximately \$1.48 billion to be allocated to potential recipients.

PTIF will provide municipalities vital infrastructure funding to help accelerate short term investments to support the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

The provision of PTIF funding is governed by a bilateral agreement between Canada and Ontario, with the Ontario Ministry of Transportation being responsible for the administration of PTIF. As such, allocations have been determined based on the number of Recipients potentially receiving funding. The total amount of funding a municipality may receive under PTIF will be equal to the aggregate of:

- I. A base of \$50,000; and
- II. An amount based on the ratio of total ridership of the potential Recipient, to the sum of total ridership for all of the potential Recipients.

Allocations have been calculated based on the number of potential Recipients who are eligible to receive PTIF funding. As such, the City of Temiskaming Shores will be eligible to receive an allocation of \$257,955.

- 2 -

In order to submit an application to receive PTIF funding and access the PTIF Program Guide, please visit www.grants.gov.on.ca. Please note that the application consists of three basic components that need to be completed in full and submitted electronically through the Grants Ontario web portal by **October 18, 2016**. This includes:

- I. Grants Ontario Application Form
- II. PTIF Project List Template
- III. PTIF Attestation Form

0103 0 5 00A

For more information on how to complete each component, in addition to information regarding general program requirements and eligibility criteria please refer to the PTIF Program Guide.

If you have any questions regarding PTIF, please contact Tasneem Essaji, at (416) 585-6312. In addition, if you have any questions regarding the Grants Ontario web portal, please contact their help desk, at 1-855-216-3090.

Sincerely,



Vinay Sharda
Director

cc: Christopher Oslund, City Manager, City of Temiskaming Shores
John Lieou, Assistant Deputy Minister, Ministry of Transportation

Encl.

Master Fleet Replacement Plan (Principle and Interest)				2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Project	Purchase Price	Notes																		
2 transit buses **	\$970,000	OILC debenture - 8 years	expires Dec 1/25	purchase	103,710	101,652	99,755	97,815	95,876	93,934	92,009	90,050								
1 transit bus	\$500,000	OILC debenture - 8 years	expires Dec 1/27			purchase	72,777	71,415	70,053	68,690	67,352	65,954	64,602	63,240						
1 transit bus	\$510,000	OILC debenture - 8 years	expires Dec 1/29					purchase	74,233	72,843	71,494	70,045	68,674	67,284	65,902	64,505				
1 transit bus	\$520,000	OILC debenture - 8 years	expires Dec 1/31							purchase	75,746	74,245	72,854	71,437	70,036	68,619	67,174	65,766		
1 transit bus	\$530,000	OILC debenture - 8 years	expires Dec 1/33									purchase	77,144	75,700	74,279	72,843	71,347	69,911	68,485	67,035
Fleet Replacement Budget	\$3,030,000			-	103,710	101,652	172,532	169,230	240,162	235,467	306,601	300,294	283,274	277,661	210,216	205,967	138,521	135,678	68,485	67,035

** purchase price of \$970,000 less \$257,995 provincial funding program

Financing Rates - 2.18%, 8 yr debenture

Master Fleet Replacement Plan
(Principle)

Project	Purchase Price	Notes	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
*	\$970,000	OILC debenture - 8 years expires Dec 1/25	purchase	89,001	89,001	89,001	89,001	89,001	89,001	89,001	89,001								
1 transit bus	\$500,000	OILC debenture - 8 years expires Dec 1/27			purchase	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500						
1 transit bus	\$510,000	OILC debenture - 8 years expires Dec 1/29					purchase	63,750	63,750	63,750	63,750	63,750	63,750	63,750	63,750				
1 transit bus	\$520,000	OILC debenture - 8 years expires Dec 1/31							purchase	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000		
1 transit bus	\$530,000	OILC debenture - 8 years expires Dec 1/33									purchase	66,250	66,250	66,250	66,250	66,250	66,250	66,250	66,250
Fleet Replacement Budget	\$3,030,000		-	89,001	89,001	151,501	151,501	215,251	215,251	280,251	280,251	257,500	257,500	195,000	195,000	131,250	131,250	66,250	66,250

Master Fleet Replacement Plan
(Interest)

Project	Purchase Price	Notes	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2 transit buses	\$970,000	OILC debenture - 8 years expires Dec 1/25	purchase	14,710	12,652	10,754	8,814	6,875	4,934	3,008	1,049								
1 transit bus	\$500,000	OILC debenture - 8 years expires Dec 1/27			purchase	10,277	8,915	7,553	6,190	4,852	3,454	2,102	740						
1 transit bus	\$510,000	OILC debenture - 8 years expires Dec 1/29					purchase	10,483	9,093	7,744	6,295	4,924	3,534	2,152	755				
1 transit bus	\$520,000	OILC debenture - 8 years expires Dec 1/31							purchase	10,746	9,245	7,854	6,437	5,036	3,619	2,174	766		
1 transit bus	\$530,000	OILC debenture - 8 years expires Dec 1/33									purchase	10,894	9,450	8,029	6,593	5,097	3,661	2,235	785
Fleet Replacement Budget	\$3,030,000		-	14,710	12,652	21,031	17,729	24,911	20,217	26,350	20,043	25,774	20,161	15,216	10,967	7,271	4,428	2,235	785

Anticipated Funding (2017 - 2025)

Provincial Gas Tax	1,161,000	
Federal Funding (one time)	<u>257,995</u>	
Funds towards Capital	1,418,995	
Capital Expenditures 2015 - 2025	3,324,000	(includes 2015 - \$294,000)
Overall Unfinanced	<u>- 1,905,005</u>	
Unfinanced Per Year	211,667	

**PUBLIC WORKS
TRANSIT
BUDGET TEMPLATE**

Account Number	Description	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
TRANSIT												
1.0650.3700.3.09.9000	Transfer from Reserves	-28,865	0	0	0	0	0	0	0	0	0	0
1.0650.3700.3.11.1000	Transit Fares	-319,950	-351,000	-351,000	-351,000	-351,000	-351,000	-351,000	-351,000	-351,000	-351,000	-351,000
1.0650.3700.3.11.2000	Municipal Partnerships	-22,850	-36,276	-37,466	-38,594	-41,125	-40,744	-43,176	-44,070	-46,423	-47,167	-57,245
1.0650.3700.3.11.2500	Municipal Partnerships - Other	-2,500	-2,500	-2,500	-2,500	-2,500	-2,500	-2,500	-2,500	-2,500	-2,500	-2,500
1.0650.3700.3.11.3000	Advertising Sign Revenue	-5,000	-5,700	-5,700	-5,700	-5,700	-5,700	-5,700	-5,700	-5,700	-5,700	-5,700
1.0650.3700.3.13.1000	Provincial Gas Tax Revenues	-10,000	-129,000	-129,000	-129,000	-129,000	-129,000	-129,000	-129,000	-129,000	-129,000	-129,000
	Transfer from Reserves	0	0	0	0	-22,501	-22,501	-86,251	-86,251	-151,251	-151,251	
	Total Revenues	-389,165	-524,476	-525,666	-526,794	-551,826	-551,445	-617,627	-618,521	-685,874	-686,618	-545,445
1.0650.3700.4.03.3090	Advertising	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
1.0650.3700.4.03.3470	Maint Mat/Supplies	15,000	20,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
1.0650.3700.4.03.3475	Operating Projects/Programs	10,000	31,080	0	0	0	0	0	0	0	0	0
1.0650.3700.4.03.3900	Insurance	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
	Announcement System Maint Contract	0	10,620	10,620	10,620	10,620						
	Fleet Replacement Principle	0	0	89,001	89,001	151,501	151,501	215,251	215,251	280,251	280,251	257,500
	Fleet Replacement Interest	0	0	14,710	12,652	21,031	17,729	24,911	20,217	26,350	20,043	25,774
1.0650.3700.4.04.4400	Transit Services	511,785	519,776	530,172	540,775	551,590	562,622	573,875	585,352	597,059	609,000	621,180
	Transfer to Reserves	0	179,000	109,999	109,999	70,000	70,000	70,000	70,000	70,000	70,000	
	Total Expenditures	539,535	763,226	772,252	780,797	822,492	819,602	901,787	908,570	991,410	997,044	922,204
	TOTAL TRANSIT	150,370	238,750	246,585	254,003	270,666	268,157	284,160	290,049	305,536	310,427	376,759

Reserve Transfer To/From:

Year	To	From	Balance
2016		-	294,000
2017	179,000	-	115,000
2018	109,999	-	5,001
2019	109,999	-	104,998
2020	70,000	- 22,501	152,497
2021	70,000	- 22,501	199,996
2022	70,000	- 86,251	183,745
2023	70,000	- 86,251	167,494
2024	70,000	- 151,251	86,243
2025	70,000	- 151,251	4,992
2026	-	-	4,992

The Corporation of the City of Temiskaming Shores

By-law No. 2016-157

**Being a by-law to amend By-law No. 2015-030, as amended
being a by-law to appoint community representatives to
various Committees and Boards for the 2014-2018 Term of
Council – Appointment of members to the Community
Emergency Management Program Committee**

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 adopted By-law No. 2015-030 to appoint community representatives to various Committees and Boards for 2015-2018 term of Council;

And whereas Council considered Memo No. 006-2016-PPP at the October 4, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-030 to appoint John McCarthy as a member to the Community Emergency Management Program Committee for consideration at the October 4, 2016 Regular Council meeting;

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

1. That Schedule "A" to By-law No. 2015-030, as amended be further amended by removing **Mike Trodd** and **Serenna Besserer** as community representatives to the Community Emergency Management Program Committee for the 2014-2018 term of Council;
2. That Schedule "A" to By-law No. 2015-030, as amended be further amended by appointing **John McCarthy** as community representatives to the Community Emergency Management Program Committee for the 2014-2018 term of Council;

Read a first, second and third time and finally passed this 4th day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-158

**Being a by-law to enter into a Funding Agreement with
Her Majesty the Queen in Right of Ontario as represented
by the Minister of Agriculture, Food and Rural Affairs for the
Ontario Community Infrastructure Fund – Formula Based Component
OCIF FC-377**

Whereas the Government of Ontario has created the Ontario Community Infrastructure Fund to provide stable funding to address critical core infrastructure; strengthen municipal asset management practices; provide a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure;

And whereas the Ontario Community Infrastructure Fund is composed of two (2) components, firstly the Application-Based Component and secondly the Formula-Based Component;

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

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

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

And whereas Council considered Memo No. 022-2016-CS at the October 4, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the Ontario Community Infrastructure Fund – Formula-based Component for consideration at the October 4, 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 Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;

2. That the eligible amounts of Funds allocated to the City of Temiskaming Shores are as detailed in the "Allocation Notice" dated July 2016, a copy of which is attached hereto as Schedule "B" and forming part of this by-law;
3. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 4th day of October, 2016.

Mayor – Carman Kidd



Clerk – David B. Treen



Schedule "A" to

By-law No. 2016-158

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Agriculture, Food and Rural Affairs

Ontario Community Infrastructure Fund
Formula-Based Component
(OCIF File No. OCIF FC-377)

ONTARIO COMMUNITY INFRASTRUCTURE FUND FORMULA-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

– and –

The Corporation of the City of Temiskaming Shores

(the "Recipient")

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term financial support for the rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two components: (1) the Application-Based Component; and (2) the Formula-Based Component. The Formula-Based Component of the Ontario Community Infrastructure Fund is based on a municipality's local fiscal circumstances and its total core infrastructure assets with a minimum grant of fifty thousand dollars (\$50,000.00).

The Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms And Conditions,
Schedule "B" – Additional Terms And Conditions,
Schedule "C" – Operational Requirements Under The Agreement,
Schedule "D" – Eligible Project Categories,
Schedule "E" – Eligible And Ineligible Costs,

Schedule "F" – Financial Information,
Schedule "G" – Aboriginal Consultation Requirements,
Schedule "H" – Communications Protocol, and
Schedule "I" – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Ontario Community Infrastructure Fund – Formula-Based Component, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of any Projects to which Funds are directed through recourse to a third party, arbitrator, tribunal or court.

5.0 IMPACT OF RECEIVING FUNDING UNDER THIS AGREEMENT ON ANY EXISTING ONTARIO COMMUNITY INFRASTRUCTURE FUND FUNDING COMPONENT AGREEMENT

5.1 The Recipient acknowledges and agrees that if the Recipient receives Funds under this Agreement, the Recipient will be ineligible to receive any additional funds under any existing Ontario Community Infrastructure Fund Formula-Based Component agreement that it may

have with the Province. By way of example only, if the Recipient has an existing Ontario Community Infrastructure Fund Formula-Based Component agreement with the Province and was eligible to receive Funds for 2017 under that existing Ontario Community Infrastructure Fund Formula-Based Component agreement and receives Funds for 2017 under this Agreement, the Recipient is not eligible to receive any Funds for 2017 under its existing Ontario Community Infrastructure Fund Formula-Based Component agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw Date _____
Title: Assistant Deputy Minister

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: ~~CHARMAN~~ KIDD Date OCT 4/16
Title: ~~MAYOR~~ Mayor

AFFIX CORPORATE
SEAL



Name: ~~DAVID B. GREEN~~ DAVID B. GREEN Date OCT 4/16
Title: ~~CLERK~~ Clerk

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

"Aboriginal Group" includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Additional Terms and Conditions" means the terms and conditions referred to in section A9.1 of Schedule "A" to this Agreement and specified in Schedule "B" of this Agreement.

"AGA" means the *Auditor General Act*.

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

"Allocation Notice" means the notice that the Recipient received from the Province setting out the amount of Funds the Recipient is eligible to receive from the Province for the Funding Year in which the notice was issued. The "Allocation Notice" also includes the proposed allocation of Funds that the Recipient is eligible to receive for the following two Funding Years (although these proposed allocations are subject to change).

"Annual Financial Report" means the report that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that may be submitted by the Recipient for the Province’s consideration as an Eligible Cost.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1.1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 15.1 of Schedule “A” this Agreement.

“Expiry Date” means the date on which this Agreement will expire, as set out under section C1.2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, 1990*.

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Funding Year” means the period commencing January 1st of one calendar year and ending December 31st of the same calendar year.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement, as set out in an Allocation Notice or Revised Allocation Notice issued under this Agreement each Funding Year.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2.1 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A3.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking:

- (a) Described in the Project Information Form the Province provides to the Recipient pursuant to this Agreement; and
- (b) Approved by the Province.

“Project Information Form” means the form that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA*

and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Revised Allocation Notice” means an Allocation Notice that the Province issues that alters an Allocation Notice that the Province previously issued.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiry Date unless terminated earlier pursuant to Articles A13, A14 or A15 of this Agreement.

A1.3 Conflict. Subject to section A9.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out any Projects to which it directs any of the Funds being provided under this Agreement and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Projects to which it directs the Funds;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A2.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A2.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking any Project to which Funds are directed or to meet any other term or condition under this Agreement.

A2.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article A2 of this Agreement.

A2.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A2.1, A2.2, A2.3 or A2.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE A3 FUNDS AND CARRYING OUT THE PROJECT

A3.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the amount of Funds set out in the Allocation Notice for each Funding Year during the Term of this Agreement for the sole purpose of carrying out one or more Projects;
- (b) Provide the Funds to the Recipient in accordance with Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A3.2 Limitation On Payment Of Funds. Despite section A3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds set out in an Allocation Notice or Revised Allocation Notice to the Recipient in any Funding Year until:
 - (i) The Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2 of Schedule "A" of this Agreement,
 - (ii) The Recipient has submitted to the Ministry of Municipal Affairs any outstanding financial information returns by December 31st of each calendar year,

- (iii) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs all outstanding reporting under any other Ontario Community Infrastructure Fund contribution agreement, and
- (iv) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs a copy of their asset management plan and any subsequent updates by December 31st of each calendar year if not previously submitted;
- (b) The Province is not obligated to provide any instalments of Funds set out in an Allocation Notice to the Recipient in any Funding Year until the Province is satisfied with the progress of the Project;
- (c) The Province may, acting reasonably:
 - (i) Adjust the amount of Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice, and/or
 - (ii) Adjust the amount of Funds the Province actually provides to the Recipient in any Funding Year, and/or
 - (iii) Hold all or a portion of the Funds set out in the Recipient's Allocation Notice or Revised Allocation Noticebased upon the Province's assessment of the information provided by the Recipient pursuant to Article A7 of Schedule "A" of this Agreement; and
- (d) If, pursuant to the FAA, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A14.1 of Schedule "A" of this Agreement.

A3.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward Projects that fall within the category of projects set out under section D1.1 of Schedule "D" of this Agreement;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A3.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus the Interest Earned in trust for the Province until the Recipient needs the Funds for the Projects.

A3.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A3.6 Funds For Funding Year Limited To Amount Set Out In Allocation Notice Or Revised Allocation Notice. The Recipient acknowledges and agrees that the Funds available to it for a Funding Year will not exceed the amount set out in the Recipient's Allocation or Revised Allocation Notice for that Funding Year.

- A3.7 Recipient May Save Funds From One Funding Year To Use In Later Funding Years.** The Recipient may save any Funds that it receives in one Funding Year, including any interest earned thereon, for use in later Funding Years. Where the Recipient saves Funds from one Funding Year to use in later Funding Years, the Recipient will be deemed to have spent any Interest Earned first, followed by the principal.
- A3.8 Saved Funds From One Funding Year Must Be Spent Within Five Funding Years Of The Year The Funds Were Allocated.** Despite anything else in this Agreement, the Recipient will spend any Funds, including any interest earned thereon, that it received and has saved within five (5) Funding Years in which those Funds were received. By way of example only, if a Recipient received Funds from the Province in 2017 and decided to save those Funds, the Recipient must spend those Funds, including any interest earned thereon, by December 31, 2021. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A3.8 of the Agreement, those saved Funds, including any Interest Earned thereon, will be returned to the Province.
- A3.9 Transfer Of Funds.** The Recipient may transfer Funds provided under this Agreement to another entity provided the following is met:
- (a) The transfer of Funds is for a Project that is set out under section D1.1 of Schedule "D" of this Agreement;
 - (b) The Project is in both the Recipient and the other entity's asset management plan; and
 - (c) The entity receiving the Recipient's Funds must be eligible to receive those Funds.
- A3.10 Funds May Be Used For Projects Under Other Federal Or Provincial Funding Programs.** The Recipient may use the Funds being provided under this Agreement for projects covered under other provincial or federal funding programs provided the following is met:
- (a) The project is also a Project that is set out under section D1.1 of Schedule "D" of this Agreement; and
 - (b) The other provincial or federal funding program allows for Funds being provided under the Ontario Community Infrastructure Fund to be used toward a project under that other provincial or federal funding program.
- A3.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

ARTICLE A4 ABORIGINAL CONSULTATION

- A4.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.
- A4.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of

any consultation obligations the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to any Project in which Funds are directed.

A4.3 Recipients Obligations In Relation To Consultations. The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Reports.

A4.4 Recipient Will Not Start Construction On Any Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups. Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A5.1 Acquisition Of Goods And Services In Competitive Procurement Process. The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the MA applies, the Recipient will follow its procurement policies required under the MA. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services which exceed twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A5.1 of the Agreement if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.

A5.2 BPSAA. For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A5 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.

A5.3 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.

A5.4 Use Of Consultants. The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out any Projects in which Funds are directed. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.

A5.5 Asset Retention. The Recipient will comply with section C1.3 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, built or rehabilitated with Funds being provided under this Agreement.

A5.6 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article A5 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

ARTICLE A6 CONFLICT OF INTEREST

A6.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived Conflict of Interest.

A6.2 Disclosure To The Province: The Recipient will:

- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
- (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A7 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

A7.1 Preparation And Submission. The Recipient will:

- (a) Submit to the Province at the address referred to in section C1.4 of Schedule "C" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "I" of this Agreement, or in a form as specified by the Province from time to time;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A7.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law.

A7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in this section A7.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section A7.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A7.4 Disclosure. To assist in respect of the rights set out under section A7.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. For greater certainty, the Province's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A7.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or any Project in which Funds are directed as the Province requests.

ARTICLE A8 COMMUNICATIONS

A8.1 Recipient To Follow Communications Protocol. The Recipient will follow the Communications Protocol set out under Schedule "H" of this Agreement.

A8.2 Publication By The Province. The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A9 ADDITIONAL TERMS AND CONDITIONS

A9.1 Additional Terms and Conditions. The Recipient will comply with any Additional Terms and Conditions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of this Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A10 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

A10.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA*.

A10.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A11 INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

A11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

A11.2 Exclusion Of Liability. The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

A11.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A11.4 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A11.5 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A11.6 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A12 INSURANCE

A12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for each Project being funded under this Agreement for a period of ninety (90) days after the Recipient has submitted a Project Information Form attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C1.5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only);
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A12.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A12.1 of Schedule "A" of this Agreement.

A12.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A13 TERMINATION ON NOTICE

A13.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A13.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A12.3(c) of Schedule "A" of this Agreement; and
 - (ii) Subject to section A3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A14 TERMINATION WHERE NO APPROPRIATION

A14.1 Termination Where No Appropriation. If, as provided for in section A3.2(d) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A14.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds plus any Interest Earned on the unspent Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b) of Schedule "A" of this Agreement.

A14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A15
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A15.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
- (d) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A15.3 Opportunity To Remedy. If, in accordance with section A15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;

- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(b), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A15.5 When Termination Effective. Termination under this Article A15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A16 LOBBYISTS AND AGENT FEES

A16.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A17 FUNDS UPON EXPIRY

A17.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds remaining in its possession or under its control plus any Interest Earned on the unspent Funds.

ARTICLE A18 REPAYMENT

A18.1 Repayment Of Overpayment Or Unspent Saved Funds. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement or the Recipient does not spend any Funds that it has saved in accordance with section A3.8 of this Agreement, the Province may:

- (a) Deduct an amount equal to the excess or saved Funds plus Interest Earned from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess or saved Funds plus Interest Earned to the Province.

A18.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A18.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A3.4 of Schedule "A" of this Agreement.

A18.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A18.4 Payment Of Money To Province. If the Province requires the Recipient to repay any Funds or Interest Earned to the Province, the Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A19.1 of Schedule "A" of this Agreement.

A18.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may set off any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A18.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A19 NOTICE

A19.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C1.6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A19.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A19.3 Postal Disruption. Despite section A19.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A20.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A21 SEVERABILITY OF PROVISIONS

A21.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A22 WAIVER

A22.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A23 INDEPENDENT PARTIES

A23.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A24 ASSIGNMENT OF AGREEMENT OR FUNDS

A24.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A24.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A25 GOVERNING LAW

A25.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A26 FURTHER ASSURANCES

A26.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A27 JOINT AND SEVERAL LIABILITY

A27.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A28 RIGHTS AND REMEDIES CUMULATIVE

A28.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A29 JOINT AUTHORSHIP

A29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A30 FAILURE TO COMPLY WITH OTHER AGREEMENT

A30.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A31 SURVIVAL

A31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, sections A3.2(d), A3.5, section 4.2, section A7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), section A6.2 , Article A7, Article A11, section A13.2, sections A14.2 and A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17, Article A18, Article A19, Article A21, section A24.2, Article A25, Article A27, Article A28, Article A29, Article A30 and this Article A31.

A31.2 *Survival After Creation.* Despite section A31.1 of this Agreement, section A7.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A7.2 of this Agreement was created.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]

SCHEDULE "B"
ADDITIONAL TERMS AND CONDITIONS

B1.1 *No Additional Terms And Conditions: There are no additional terms or conditions for this Agreement.*

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SCHEDULE "C" OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1.1 Effective Date.** The Effective Date of this Agreement is as of the date that the Province signs it.
- C1.2 Expiry Date.** The Expiry Date of this Agreement is March 31, 2027.
- C1.3 Disposal Of Assets.** The Recipient will retain any assets purchased, rehabilitated or built with the Funds under this Agreement for a period of five (5) years from the date that the Project is completed. Within this five (5) year period, the Recipient may ask for the Province's consent to dispose of any assets purchased, rehabilitated or built with the Funds under this Agreement. The Province may impose any reasonable conditions, including requesting the return of Funds from the Recipient, in return for its consent.
- C1.4 Submission Of Reports.** All Reports under this Agreement will be submitted to the Province using the address supplied under section C1.6 of this Schedule "C" of the Agreement or any other person identified by the Province in writing.
- C1.5 Insurance Amount.** The amount of insurance the Recipient will have for the purposes of section A12.1 of Schedule "A" of this Agreement is no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.
- C1.6 Providing Notice.** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIF@ontario.ca	The Corporation of the City of Temiskaming Shores PO Box 2050, 325 Farr Drive Haileybury, Ontario P0J 1K0 Attention: Christopher Oslund Fax: Email: coslund@temiskamingshores.ca

or any other person identified by the Parties in writing.

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SCHEDULE "D" ELIGIBLE PROJECT CATEGORIES

D1.1 Eligible Project. Eligible Projects include:

- (a) The development and implementation of asset management plans (e.g. software, training, inspections) and the implementation of Composite Correction Program recommendations.
- (b) Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets or capital construction of new core infrastructure that addresses an existing health or safety issue, including:
 - (i) Water:
 - a. Water treatment, and
 - b. Water distribution/transmission.
 - (ii) Wastewater:
 - a. Wastewater treatment and disposal,
 - b. Sanitary sewer systems, and
 - c. Storm sewer systems (urban and rural).
 - (iii) Roads:
 - a. Paved roads,
 - b. Unpaved roads,
 - c. Bus-only lanes,
 - d. Street lighting may be included as an eligible item when part of a road project, and
 - e. Sidewalks and/or cycling lanes located along an existing road.
 - (iv) Bridges and Culverts:
 - a. Sidewalks and/or cycling lanes located along an existing road.

Without limiting the foregoing, the Project must be part of the Recipient's asset management plan in order to be eligible.

A Recipient may transfer its yearly allocation to another recipient in the furtherance of a joint project, provided:

- (a) The joint project is listed as a priority in the asset management plans for the Recipient and other recipients;
- (b) The Recipient and other recipients inform the Province in writing that they are undertaking a joint project prior to implementation; and
- (c) The Recipient and other recipients have an agreement in place governing the joint project, including how the joint project is being funded.

D2.1 Ineligible Projects. Ineligible projects are any project not part of the Recipient's Asset Management Plan, and also include:

- (a) Projects that are routine upgrades or improvements to storm water infrastructure and drainage (Note: an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges, etc.));
- (b) Growth-related expansion projects (e.g. new subdivision infrastructure);
- (c) Infrastructure expansion projects to accommodate future employment or residential development on greenfield sites; and
- (d) Recreational trail projects.

SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

E1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E.2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training third-party condition assessments), including Consultant costs;
- (c) Activities that improve the performance or increase the capacity of existing water and wastewater infrastructure under the Composite Correction Program including third-party comprehensive performance evaluations and third-party comprehensive technical assistance;
- (d) Up to 40% of the annual Funds allocation to a maximum of eighty thousand dollars (\$80,000.00) per year for Recipient staff members whose responsibilities include asset management and/or Composite Correction Program implementation while receiving third-party comprehensive technical assistance;
- (e) All capital planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (g) Loan payments and interest charges on eligible core infrastructure activities started after January 1, 2017 that the Recipient has obtained financing to complete;
- (h) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- (i) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (j) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "H" of this Agreement; and
- (k) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

E2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred which are not in accordance with section A5.1 of Schedule "A" of this Agreement;

- (b) Any costs related to any ineligible projects set out under section D2.1 of Schedule "D" of this Agreement;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (d) Costs associated with moveable / transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;
- (f) Legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), as well as loan and interest payments that do not comply with section E1.1(g) of Schedule "E" of this Agreement;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A16.1 of Schedule "A" of this Agreement.

E2.2 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE "F"

FINANCIAL INFORMATION

F1.1 Allocation Notices Form Part Of Schedule "F" Upon Being Issued. The Parties agree that when the Province issues an Allocation Notice to the Recipient for a Funding Year, that Allocation Notice will become part of this Schedule "F" of the Agreement upon being issued by the Province and is enforceable under this Agreement.

F1.2 Revised Allocation Notices Form Part Of Schedule "F" Upon Being Issued. The Parties agree that in the event that the Province issues a Revised Allocation Notice for whatever reason, that Revised Allocation Notice will revoke and replace the Allocation Notice for which the Revised Allocation Notice was issued and that Revised Allocation Notice will become part of this Schedule "F" of the Agreement upon being issued by the Province and will be enforceable under this Agreement.

F1.3 No Amending Agreement Needed To Have Allocation Notice Or Revised Allocation Notice Become Part Of Schedule "F" Of Agreement. For greater clarity, and despite section 3.1 of the Agreement, the Parties agree that this Schedule "F" may be altered by the issuance of an Allocation Notice or a Revised Allocation Notice without having to amend this Agreement.

F2.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Province will provide any Funds pursuant to this Agreement in accordance with the following:

- (a) Where the Funds are less than one hundred fifty thousand dollars (\$150,000.00), the Province will make one (1) payment to the Recipient by March 31 of the allocation year;
- (b) Where the Funds are more than one hundred fifty thousand dollars (\$150,000.00), but less than one million dollars (\$1,000,000.00), the Province will make six (6) payments to the Recipient over the calendar year; and
- (c) Where the Funds are more than one million dollars (\$1,000,000.00), the Province will make twelve (12) payments to the Recipient over the calendar year.

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SCHEDULE "G"

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

"Section 35 Duty" means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province's Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient's Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A4.2 of Schedule "A" of this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection G2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C1.6 of Schedule "C" of this Agreement.

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SCHEDULE "H" COMMUNICATIONS PROTOCOL

H1.1 Application Of Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage;
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases;
- (c) Printed materials;
- (d) Websites;
- (e) Photo compilations;
- (f) Award programs; or
- (g) Awareness campaigns.

H2.1 Project Signage. The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient shall, at the Province's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3.1 Media Events. The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences;
- (b) Public announcements;
- (c) Official events or ceremonies; or
- (d) News releases.

H4.1 Awareness Of Project. The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5.1 Issues Management. The Recipient will share information promptly with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6.1 Communicating Success Stories. The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

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SCHEDULE "I" REPORTS

11.1 Reports. The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below. The Province will provide the contents of the Report at a later date.

NAME OF REPORT	DUE DATE
Annual Financial Report	See section 12.1 of this Schedule.
Project Information Report	See section 12.1 of this Schedule.
Other Reports	Within the time period set out in the written request from the Province.

12.1 Timing Of Reports. The Recipient will provide to the Province the following Reports at the times noted below:

- (a) By January 15th of each year:
 - (i) Project Information Report
 - Project Status and Financial Update for all Projects
 - For Asset Management Planning or Composite Correction Program, Implementation Staff Time Attestations (as appropriate)
 - Completed Project Being Debt Financed – Yearly Update (as appropriate)
 - (ii) Annual Financial Report from the previous year (Interest Earned must be reported for the previous calendar year)
- (b) By April 15th of each year:
 - (i) Project Information Report – Proposed Project Information for any new or revised Project (reminder – a Duty to Consult assessment must be completed by the Province for each Project forty-five (45) Business Days prior to the start of construction of that Project)
- (c) Within forty-five (45) Business Days of Project or construction completion or no later than January 15th of the year following completion of the Project
 - (i) Project Information Report – Completed Project information



Schedule "B" to

By-law No. 2016-158

Allocation Notice

Ontario Community Infrastructure Fund
Formula-Based Component
(OCIF File No. OCIF FC-377)



**Ontario Community Infrastructure Fund (OCIF)
Formula-based Component**

Allocation Notice

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

City of Temiskaming Shores

July 2016

Disponible en français

Ontario Community Infrastructure Fund (OCIF)

Formula-based Component: Allocation Notice

City of Temiskaming Shores

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Please Note: Due to rounding, some calculations may vary from the results shown.

Terms and Conditions

Receipt of the formula allocations noted on page 3 are conditional upon:

- Entering into a funding agreement with the Province on terms and conditions that are satisfactory to the Province.
- Compliance with all of the terms and conditions of your existing OCIF formula-based funding agreement.

The Province reserves the right to adjust or terminate without notice or consent, for any reason, any allocation or proposed allocation contained in this notice, including the proposed allocations in future years, to account for any changes in your situation, the Ontario Community Infrastructure Fund program guidelines or other parameters or administrative procedures.

Ontario Community Infrastructure Fund (OCIF)

Formula-based Component: Allocation Notice

City of Temiskaming Shores

Overview

Formula-based funding

Your community's formula-based allocation of funding (allocation) under the Ontario Community Infrastructure Fund for the next three years is as follows:

2017 formula allocation	\$144,572
2018 proposed formula allocation	\$205,197
2019 proposed formula allocation	\$318,735
Infrastructure Index	-0.035
Percentage points away from median	-1.4

Starting in January 2017, the Province proposes to make payments in accordance with the following schedule

- Allocations of \$150,000 or less will be provided in one payment;
- Allocations greater than \$150,000 but less than \$1 million will be provided through 6 payments; and
- Allocations greater than \$1 million will be provided through 12 payments.

Top-up funding

The new top-up component will allow municipalities with critical infrastructure projects to submit proposals to bring their total OCIF funding up to \$2 million over two years. Eligibility for the 2016 intake is targeted to communities whose formula grants in 2017 and 2018 add up to less than \$2 million and who did not receive funding under the last application-based intake.

If your community is eligible, you may apply for up to 90% of a project's eligible costs or the top-up funding cap noted in the table below (whichever is less). The top-up funding cap is based on the amount your community is receiving under the formula-based component.

Eligibility for 2016 top-up intake	Ineligible - Community was successful under the last application intake.
Top-up funding cap*	\$0

* Calculated by subtracting your community's combined 2017 and 2018 formula allocations from \$2-million.

Next allocation notice

You will receive an updated allocation notice in 2017. It will advise you of your 2020 proposed formula-based allocation, as well as eligibility and maximum funding available, if any, to your community under the 2017 intake of the top-up component.

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Adjusted Core Infrastructure

Table 1 - Calculation of Adjusted Core Infrastructure

A Adjusted Core Infrastructure: A1	\$81,576,892
1. Municipality's core infrastructure	\$81,576,892

Data Sources

- **Core infrastructure:** assets valued at cost as reported in Schedule 51 of the Financial Information Return (FIR).
The best of 2014 or 2015 FIR data is used - whichever yields a higher total core infrastructure value for the municipality.
FIR Categories included are:

<u>Line</u>	<u>Item</u>
611	Roads - Paved
612	Roads - Unpaved
613	Roads - Bridges and Culverts
614	Roadways - Traffic Operations & Roadside Maintenance
621	Winter Control - except Sidewalks, Parking Lots
622	Winter Control - Sidewalks, Parking Lots only
650	Street Lighting
811	Wastewater Collection/Conveyance
812	Wastewater Treatment and Disposal
821	Urban Storm Sewer System
822	Rural Storm Sewer System
831	Water Treatment
832	Water Distribution/Transmission

- **Weighted property assessment:** Measures the size of the municipality's tax base. Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes (PILs) retained by the municipality). Data sources: 2015 returned roll and 2016 starting tax ratios (Municipal Property Assessment Corporation (MPAC) and municipal tax rate bylaws) and Municipal FIRs (2014 or 2013 for PILs).

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Calculation of Indicators

Table 2a - Indicator 1 (ratio of adjusted core infrastructure to weighted assessment)

Indicator 1 Value for Municipality

A	Indicator 1 Value: (A1 ÷ A2)	0.082
	1. Municipality's adjusted core infrastructure	\$81,576,892
	2. Municipality's weighted property assessment	\$996,891,422

Indicator 1 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.002
C	Median Value	0.083
D	Highest Value	0.302

Calculation of Re-weighted Indicator 1

E	Difference between Indicator Value and Median (A - C)	-0.001
F	Difference between the Median and the Minimum Value (C - B)	0.080
G	Re-weighted Indicator 1 (E ÷ F)	-0.009

Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Calculation of Indicators

Table 2b - Indicator 2 (ratio of core infrastructure per household to median household income)

Indicator 2 Value for Municipality

A	Indicator 2 Value: $((A1 + A2) \div A3)$	0.337
1.	Municipality's adjusted core infrastructure	\$81,576,892
2.	Municipality's number of households	4,871
3.	Municipality's median household income	\$49,760

Indicator 2 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.014
C	Median Value	0.357
D	Highest Value	1.141

Calculation of Re-weighted Indicator 2

E	Difference between Indicator Value and Median (A - C)	-0.021
F	Difference between the Median and Minimum Value (C - B)	0.343
G	Re-weighted Indicator 2 (E ÷ F)	-0.060

Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Data Sources

Median household income: Statistics Canada's measure of median income for all private households (2011).

Ontario Community Infrastructure Fund (OCIF)

City of Temiskaming Shores

Table 3 - Total Grant

Infrastructure Index

A	Infrastructure Index: $((A1 + A2) \div 2)$	-0.035
	1. Re-weighted Indicator 1	-0.009
	2. Re-weighted Indicator 2	-0.060

Calculation of Funding per \$100,000 of Core Infrastructure

B	2017 Funding per \$100,000 Core Infrastructure: $(\\$179 + \\$13 \times (A - B1) \div 10\%)$	\$177.22
C	2018 Funding per \$100,000 Core Infrastructure: $(\\$254 + \\$18 \times (A - C1) \div 10\%)$	\$251.54
D	2019 Funding per \$100,000 Core Infrastructure: $(\\$394 + \\$24 \times (A - D1) \div 10\%)$	\$390.72
	1. Median of Infrastructure Indices of all Eligible Municipalities	-0.021

Calculation of Grant

E	2017 Total Grant: Maximum of $(B \times E1 + \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$144,572
F	2018 Total Grant: Maximum of $(C \times F1 + \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$205,197
G	2019 Total Grant: Maximum of $(D \times G1 \div \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$318,735
	1. Municipality's total core infrastructure	\$81,576,892

Note

Lines B, C and D: Since the index is above the median, the funding per \$100,000 of core infrastructure is greater than \$179 in 2017, \$254 in 2018 and \$394 in 2019. Please refer to the program guidelines for details on the minimum and maximum funding provided per \$100,000 of core infrastructure.

The Corporation of the City of Temiskaming Shores

By-law No. 2016-159

**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 October 4, 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 **October 4, 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 4th day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen