



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 17, 2017
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 – December 20, 2016

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

- a) Dan Mathieson, Chair MPAC Board of Directors – Municipal Property Assessment Corporation

Re: 2017 Budget and Municipal Levy – 2017 Levy Increase of 2.65%

Reference: Referred to the Treasurer

- b) Temiskaming Municipal Association

Re: Support Request – petition Province to reduce electricity rates

Reference: Motion to be presented under New Business

- c) Temiskaming Municipal Association

Re: Support Request – Restoration of passenger rail service

Reference: Motion to be presented under New Business

- d) Timiskaming Health Unit
Re: Report – the Cost of Eating Well in Timiskaming 2016
Reference: Received for Information

- e) Carla Y. Nell, Vice-President – Municipal Property Assessment Corporation
Re: 2016 Assessment Update Municipal Summary Report
Reference: Received for Information

- f) Susan Cavanagh, Chair – Temiskaming Hospital Foundation
Re: Appreciation letter – Support for *Care Close to Home Campaign*
Reference: Received for Information

- g) Lynn Dollin, President – Association of Municipalities Ontario
Re: AMO's 2017-2016 Strategic Objectives
Reference: Received for Information

- h) Steven Del Duca, Minister – Ministry of Transportation
Re: Letter of Agreement – Provincial Gas Tax Allocation for 2017 - \$130,203
Reference: Motion to be presented under New Business

- i) Jan Edwards, Property Manager – Zone K-1 & Area Veterans Home Corporation
Re: Expression of Interest (Haileybury Public School) – Thank you letter and notification that facility does not meet their needs
Reference: Received for Information

j) Laura Albanese, Minister – Ministry of Citizenship and Immigration

Re: Ontario Volunteer Recognition Programs for 2017

Reference: Referred to Senior Staff

k) David B. Treen, Clerk – City of Temiskaming Shores

Re: Reply to Conseil scolaire public du Nord-Est de l'Ontario – City response to surplus facility (Woodworking Shop)

Reference: Received for Information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. k) 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 December 5, 2016;
- b) Minutes of the Timiskaming Board of Health meeting held on November 2, 2016;
- c) October 2016 Earlton-Timiskaming Regional Airport Activity Report;
- d) Minutes of Earlton-Timiskaming Regional Airport meeting held on November 17, 2016; and
- e) November 2016 Earlton-Timiskaming Regional Airport Activity Report.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Recreation Services Committee meeting held on December 12, 2016; and
- b) Minutes of the Protection to Persons and Property Committee meeting held on November 17, 2106.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support – Temiskaming Municipal Association – Electricity Rates

Draft Motion

Whereas the price of electricity in Ontario has escalated to the level where the essential utility has become almost a luxury for many; and

Whereas this has resulted in hospitals, schools, municipalities, businesses, farms and industry being faced with unbudgeted and unanticipated increases in costs for this essential utility and forcing many residential users to actually ration the use of electricity; and

Whereas in the Timiskaming District this has resulted in valuable farmland being covered in solar panels denying vital agricultural crops due to the excessive prices paid for this "green energy" produced by these panels; and

Whereas much of the Timiskaming District has to pay the highest rate of delivery charge for this needed service because of the low density levels in many areas of the District; and

Whereas we are forced to watch as our primary highways are burdened and prematurely fatigued with heavy transports carrying mine concentrates out of Ontario into Quebec so as to benefit from the much lower hydro rates in that Province;

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Province of Ontario and the Minister of Energy, the Honourable Glenn Thibeault, to reduce the rates of this very essential utility to a level that will be affordable and predictable for the aforementioned users; and

Furthermore that a copy of this resolution be forwarded Premier Wynne, the Honourable Glenn Thibeault, MPP John Vanthof, FONOM and the Temiskaming Municipal Association.

b) Support – Temiskaming Municipal Association – Passenger Rail Service

Draft Motion

Whereas passenger rail service in Northern Ontario is an essential infrastructure for economic development of our resource based industries including agriculture, forestry and mining together with tourism and access to health care; and

Whereas access to health care beyond our immediate communities is critical and with frequent Highway 11 closures between Muskoka and Hearst (200 times in past 3 years) with an average delay of 6.5 hours renders Ontario Northland passenger bus an unacceptable option for travel; and

Whereas this unreliability of transportation not only impacts patients requiring appointments but also medical practitioners travelling to our area to provide needed specialty support or to operate their practices; and

Whereas the Northern and Eastern Ontario Rail Network (NEORN) is endeavouring to bring the issue of rail passenger service for our area and other jurisdictions to the attention of Queen's Park and Parliament Hill so as to restore it;

Now therefore be it resolved that the City of Temiskaming Shores hereby supports the efforts of NEORN in their quest to restore needed rail passenger service to our area and other jurisdictions in the north; and

Further that a copy of this resolution be forwarded to the TMA, FONOM, MPP John Vanthof and MPs Charlie Angus and Anthony Rota.

c) Letter of Agreement – Provincial Gas Tax Allocation for 2017

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of correspondence from Minister Steven Del Duca in regards to the allocation of \$130,203 of Provincial Gas Tax funding for the Temiskaming Transit System; and

That Council directs staff to prepare the necessary by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for Provincial Gas Tax funding for consideration at the January 17, 2017 Regular Council meeting.

d) Memo No. 001-2017-RS – Update – Various Funding Opportunities

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2017-RS;

That Council further acknowledges that applications have been submitted to Ontario Tire Stewardship and the Trillium Mutual Insurance ROOTS Community Fund for upgrades to the Dymond Fireman's Park; and

That Council further acknowledges that an application will be submitted to the TransCanada Community Investment Program for the purchase of recycling receptacles for the two (2) municipal arenas.

e) Memo No. 001-2017-CGP – 3rd Reading of By-law No. 2016-184 – Site Plan Control Agreement with Canadian Tire Properties Inc.

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2017-CGP; and

That Council directs staff to include By-law No. 2016-184 being a Site Plan Control Agreement with Canadian Tire Properties Inc. at the January 17, 2017 Regular Council meeting for consideration of third and finally reading.

f) Administrative Report No. CGP-001-2017 – Amendment to By-law No. 2013-181 – Site Plan Control Agreement – 251 Shepherdson Road

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-001-2017; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-181 being a Site Plan Control Agreement for 251 Shepherdson Road for consideration at the January 17, 2017 Regular Council meeting.

g) Memo No. 001-2017-CS – Ontario Wildlife Damage Compensation – Darren Gray

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2017-CS;

That Council approves payment of \$687.30 to Darren Gray for the loss of one (1) young calf in accordance with the Ontario Wildlife Compensation Program; and

That Council directs the Clerk to prepare and submit a Municipal Application to the Ontario Ministry of Agriculture, Food and Rural Affairs for reimbursement of these costs.

h) Memo No. 002-2017-CS – 2017 Interim Tax Levy By-law

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2017-CS;

That Council directs staff to prepare the necessary by-law for 2017 Interim Tax Levy by-law for consideration at the January 17, 2017 Regular Council meeting.

i) Administrative Report No. CS-001-2017 – Radio Advertising Agreement with CJTT 104.5 FM

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-001-2017; and

That Council agrees to enter into a three (3) year radio contract with CJTT 104.5 FM and directs staff to prepare the necessary by-law for consideration at the January 17, 2017 Regular Council meeting.

j) Administrative Report No. CS-002-2017 – Tax Arrears Certificate (TAC) Extension Agreement Roll No. 54-18-030-006-097.00

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-002-2017; and

That Council staff to prepare the necessary by-law to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 54-18-030-006-097.00 (155 Farr Drive) for consideration at the January 17, 2017 Regular Council meeting.

k) Administrative Report No. CS-003-2017 – Adoption of new Procurement Policy and Repeal of By-law No. 2009-012

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-003-2017;

That Council directs staff to forward the Draft Procurement Policy By-law to the Temiskaming Shores Accessible Advisory Committee (TSAAC) for consultation prior to final adoption of the by-law; and

That Council directs staff to prepare the necessary by-law for the adoption of a new Procurement Policy and repeal By-law No. 2009-012, as amended being a by-law to adopt purchasing policies and procedures for the City of Temiskaming Shores for consideration at the February 7, 2017 Regular Council meeting.

l) Memo No. 001-2017-PW – Rate Increase for Recycling Agreements with outside Municipalities

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 000-2017-PW; and

That Council hereby approves a two percent (2%) increase to the \$255/tonne rate for the acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017.

m) Administrative Report No. PW-001-2017 – Contract Change Order – AMEC – New Liskeard Landfill Expansion Project

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-001-2017 particularly Appendix 01 – AMEC Foster Wheeler Proposal for necessary additional work relating to the New Liskeard Landfill Expansion as a result of the Ministry of Environment and Climate Change (MOECC) technical review of the Environmental Assessment (EA); and

That Council approves Contract Change Order No. 002 to By-law No. 2010-131, being an agreement with AMEC Earth & Environmental (now AMEC Foster Wheeler) for engineering services for the expansion of the New Liskeard Landfill Site in the amount of \$72,504 plus applicable taxes.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-001 Being a by-law to enter into an agreement with Armstrong Township for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2017-002 Being a by-law to enter into an agreement with the Township of Chamberlain for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2017-003 Being a by-law to enter into an agreement with the Town of Cobalt for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

- By-law No. 2017-004 Being a by-law to enter into an agreement with the Municipality of Charlton and Dack for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-005 Being a by-law to enter into an agreement with the Township of Harley for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-006 Being a by-law to enter into an agreement with the Township of Hudson for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-007 Being a by-law to enter into an agreement with Phippen Waste Management for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-008 Being a by-law to authorize a funding agreement between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation, for the 2017 Dedicated Gas Tax Public Transportation Program
- By-law No. 2017-009 Being a by-law to enter into an agreement with CJTT 104.5 FM for Radio Advertising
- By-law No. 2017-010 Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

By-law No. 2017-011 Being a by-law to amend By-law No. 2013-181 (Site Plan Control Agreement for 251 Shepherdson Road - Roll No. 54-18-010-007-001.07)

By-law No. 2017-012 Being a by-law to authorize the execution of a Tax Arrears Extension Agreement pursuant to Section 378 of the Municipal Act, 2001 with Crown Capital Corporation (Roll No. 54-18-030-006-097.00)

By-law No. 2017-013 Being a by-law to enter into a Financial Agreement with Ontario Infrastructure and Lands Corporation (OILC) resulting from an application submitted under By-law No. 2016-188 for Two (2) new 30' Low Floor Accessible Buses

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2016-184 Being a by-law to authorize the Execution of a Site Plan Control Agreement with Canadian Tire Properties Inc. 997431 Highway 11 North – Roll No. 54-18-020-002-069.04

By-law No. 2017-001;

By-law No. 2017-002;

By-law No. 2017-003;

By-law No. 2017-004;

By-law No. 2017-005;

By-law No. 2017-006;

By-law No. 2017-007;

By-law No. 2017-008;

By-law No. 2017-009;

By-law No. 2017-010;

By-law No. 2017-011;

By-law No. 2017-012; and

By-law No. 2017-013

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, February 7, 2017 at 6:00 p.m.
- b) Regular – Tuesday, February 21, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-014 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 **January 17, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-014 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.

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 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 Carman Kidd at 6:00 p.m.

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Kelly Conlin, Director of Corporate Services (A)
Mitch Lafreniere, Manager of Physical Assets
Jennifer Pye, Planner
Brad Hearn, IT Administrator

Regrets: Councillor Jeff Laferriere
Councillor Danny Whalen
David B. Treen, Municipal Clerk

Media: Darlene Wroe, Temiskaming Speaker
Bill Buchberger, CJTT 104.5 FM

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

Under Item 19 – Closed Session add:

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

4. Approval of Agenda

Resolution No. 2016-623

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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. 2016-624

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

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

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

a) AMO Policy Update - AMO Communications

Re: Province releases discussion paper on Expanding Medical Responses through Fire Services

Reference: Received for Information

b) AMO Policy Update - AMO Communications

Re: Province Proclaims Bill 151 *The Waste-Free Ontario Act* and moves towards full Producer Responsibility

Reference: Referred to the Technical and Environmental Compliance Coordinator

c) Patrick Cantin, Supervisor of Plant Services – Conseil scolaire public du Nord-Est de L'Ontario

Re: Surplus Property – 183 Broadwood Avenue – Woodworking Shop

Reference: Received for information

d) Lynn Dollin, President – Association of Municipalities of Ontario

Re: Request for Support – Federal Infrastructure Phase 2 Incrementality Resolution

Reference: Referred to Public Works Committee

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

Re: Northern Policy Institute – Access to Government and local data

Reference: Referred to the Economic Development Officer

- f) Bob Angione, Municipal Clerk – Township of Havelock-Belmont-Methuen

Re: Request for Support – Tax Registrations and Tax Sales

Reference: Received for Information

- g) Paul Dubé, Ombudsman of Ontario

Re: 2015-2016 Annual Report

Reference: Hard copy of Report available for viewing in Clerk's Office

- h) Patricia Wilson, Volunteer – Haileybury Food Bank

Re: Funding Application to Frog's Breath Foundation - Sponsorship

Reference: Motion to be presented under New Business

- i) David Oraziotti, Minister – Ministry of Community Safety and Correctional Services

Re: Acknowledgement of Resolution No. 2016-098 Opposing relocation of OPP Helicopter from Sudbury to Orillia

Reference: Received for Information

- j) Christine Bolger, Special Education Resource Teacher – Timiskaming District Secondary School

Re: One Year Family Membership Request – Syrian Family

Reference: Referred to the Recreation Committee

k) Carman Kidd, Chair – Timiskaming Board of Health

Re: Media Release – Timiskaming Health Unit Budget Approval / Medical Officer of Health/CEO Recruitment

Reference: Received for information

Resolution No. 2016-625

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2016-626

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Committee of Adjustment meeting held on September 21, 2016;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on August 17, 2016;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on September 21, 2016;
- d) Minutes of the District of Timiskaming Social Services Administration Board meeting held on October 19, 2016;
- e) Minutes of the Northeast Community Network (NeCN) meeting held on December 7, 2016; and
- f) Minutes of the Temiskaming Transit Committee meeting held on November 9, 2016.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2016-627

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Minutes of the Waste Management Advisory Committee meeting held on December 8, 2016; and
- b) Minutes of the Building Maintenance Committee meeting held on November 10, 2016.

Carried

13. Reports by Members of Council

None

14. Notice of Motions

None

15. New Business

a) Timiskaming Health Unit – Taxation of Sugar Sweetened Beverages

Resolution No. 2016-628

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Whereas the rates of obesity have been increasing among adults and children in Timiskaming and youth who are overweight and obese are at higher risk of being overweight or obese in adulthood; and

Whereas the etiology of obesity is complex and involves interactions between genetic, social and environmental factors; and

Whereas the Senate's Report on Obesity describes an innovative, whole-of-society approach to address this important issue, found to be most effective to bring about social change in order to improve health and wellbeing; and

Whereas as part of a comprehensive approach, specific policy measures such as taxation can have a measurable impact, particularly when they are large enough to affect consumer behavior and revenues are redirected toward prevention efforts; and

Whereas the World Health Organization recommends the consumption of sugar, both added and natural sugars, be limited to 10% of total energy intake to reduce the risk of overweight, obesity and tooth decay; and

Whereas it is estimated that Canadians consume as much as 15% of their total calorie intake from added sugars; and

Whereas children who consume sugar sweetened beverages, being the primary source of added sugar in diet, has been associated with a 55% increased risk of being overweight or obese compared to children with lower intake; and

Whereas Dietitians of Canada position statement *Taxation and Sugar-Sweetened Beverages* identifies sugar-sweetened beverages taxation as a public health intervention with potential positive health impact, specially when combined with further policy efforts.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby endorses the concept of a comprehensive province-wide healthy eating approach, including taxation of sugar-sweetened beverages with investment of generated revenue in health promotion and chronic disease prevention initiatives; and

Furthermore that a copy of this resolution be sent to the Timiskaming Health Unit, Sharon Lee Smith, Associate Deputy Ministry, Policy and Transformation with the Ministry of Health and Long-Term Care; Dr. David Williams, Chief Medical Officer of Health; Roselle Martino, Assistant Deputy Ministry, Population and Public Health Division of the Ministry of Health and Long-Term Care; John Vanthof, MPP Timiskaming-Cochrane; and Linda Stewart, Association of Local Public Health Agencies.

Carried

- b) Township of McKellar – Support – Petition Province to provide funding for Fire Department Infrastructure as part of the Provincial Government’s Infrastructure Strategy**

Resolution No. 2016-629

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas the *Fire Protection and Prevention Act, 1997* legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility; and

Whereas there are a total of 449 Fire Departments operating in the province comprised of 32 Full-time Departments, 191 Composite Departments and 226 Volunteer Departments; and

Whereas the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets; and

Whereas the Municipal Fire Department and associated assets represent critical municipal infrastructure; and

Whereas there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments.

Now therefore be it resolved that Council of the City of Temiskaming Shores hereby petitions the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Government's Infrastructure Strategy to *Move Ontario Forward*; and

Further that a copy of this resolution be sent to the Township of McKellar; The Honourable Kathleen Wynne, Premier of Ontario; The Honourable Brad Duguid, Minister of Economic Development and Growth; John Vanthof, MPP Timiskaming-Cochrane; the Association of Municipalities of Ontario (AMO); the Federation of Northern Ontario Municipalities (FONOM) and the Rural Ontario Municipal Association (ROMA).

Carried

c) Appointment of Council Representative to Committee of Adjustment

Resolution No. 2016-630

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Whereas, in accordance to the Planning Act, the appointment of Council's representative to the Committee of Adjustment must be done annually.

Now therefore be it resolved that **Mayor Carman Kidd** is hereby appointed to the Committee of Adjustment for the year 2017.

Carried

d) Administrative Report No. CGP-025-2016 – Building Permit Fees

Resolution No. 2016-631

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-025-2016; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-052 modifying the permit fee structure for consideration at the December 20, 2016 Regular Council meeting.

Carried

e) Administrative Report No. CGP-026-2016 – Site Plan Control Agreement with Canadian Tire Properties Inc. for 997431 Highway 11 North

Resolution No. 2016-632

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-026-2016;

That Council agrees to enter into a Site Plan Agreement with Canadian Tire Properties Inc. for 997431 Highway 11 North; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Canadian Tire Real Estate Limited and provide provisional approval (1st and 2nd reading) for consideration at the December 20, 2016 Regular Council meeting.

Carried

f) Haileybury Food Bank – Frog’s Breath Foundation Application

Resolution No. 2016-633

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Whereas the Haileybury Food Bank requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Haileybury Food Bank's funding application to the Frog's Breath Foundation.

Carried

g) Administrative Report No. CS-018-2016 – Lease Agreement – Haileybury Food Bank

Resolution No. 2016-634

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That Council authorizes staff to proceed with converting the lunchroom area in the building for use by the Haileybury Food Bank; and

That Council directs staff to prepare the necessary By-law to enter into a new Five (5) Year Lease Agreement with the Haileybury Food Bank for operations at 500 Broadway Street effective January 1, 2017, at a rate of \$1/year for consideration at the December 20, 2016 Regular Council meeting.

Carried

h) Administrative Report No. CS-019-2016 – Annual Review of Health and Safety Policy (2017)

Resolution No. 2016-635

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act; and

That Council acknowledges that the TSJHSC will continue to operate under the requirements of the Occupational Health and Safety Act.

Carried

i) Administrative Report No. PPP-014-2016 – Emergency Management Program – Annual Status Report

Resolution No. 2016-636

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That the Annual Emergency Management Program Statement of Completion form be signed by the Head of Council and submitted along with the Annual Municipal Maintenance Checklist by the Community Emergency Management Coordinator to the Office of the Fire Marshal and Emergency Management (OFMEM) confirming the City of Temiskaming Shores 2016 Emergency Management Program maintenance requirements.

Carried

j) Memo No. 027-2016-PW – Land Use Agreement (Sirizzotti)

Resolution No. 2016-637

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 027-2016-PW; and

That Council hereby directs staff to prepare the necessary by-law to enter into an Agreement with Mr. Sirizzotti to permit the use of municipal land being a portion of Sunnyside Road for consideration at the December 20, 2016 Regular Council meeting.

Carried

k) Administrative Report No. PW-049-2016 – Accessibility Upgrades – Automated Doors at Riverside Place

Resolution No. 2016-638

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-049-2016; and

That Council directs staff to prepare the necessary by-law and agreement with Pronor Construction Limited for accessibility upgrades at Riverside Place at an upset limit of \$63,124 plus applicable taxes for consideration at the December 20, 2016 Regular Council meeting.

Carried

l) Administrative Report No. PW-050-2016 – Acquisition of Two Accessible Transit Buses

Resolution No. 2016-639

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that the That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-050-2016;

That Council directs staff to prepare the necessary by-law and agreement with Girardin Ontario Inc. for the purchase of two (2) new low floor 30' Transit Buses at an upset limit of \$854,624 plus applicable taxes for consideration at the December 20, 2016 Regular Council meeting; and

That Council directs the Treasurer to proceed with an application to the Ontario Infrastructure & Lands Corporation (OILC) to borrow the unfunded portion of the project estimated at \$611,710.

Carried

m) Administrative Report No. PW-051-2016 – Internal Audit and Management Review of the Drinking Water Quality Management System (DWQMS)

Resolution No. 2016-640

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-051-2016;

That Council Council acknowledges completion of the Internal Audit and Management Review (2016) in accordance to Section 12 *Communications* of the Operational Plan as well as receipt of the off-site Audit Report done by SAI Global; and

That Council directs staff to make the necessary changes within the Drinking Water Quality Management Standard (DWQMS) in accordance with the results of these audits.

Carried

16. By-laws

Resolution No. 2016-641

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-181 Being a by-law to authorize an Agreement with Michele and Jamie Sirizzotti to permit the use of municipal land (Portion of Sunnyside Road)

By-law No. 2016-183 Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Food Bank for rental space at 500 Broadway Street

By-law No. 2016-184 Being a by-law to authorize the Execution of a Site Plan Control Agreement with Canadian Tire Properties Inc. (997431 Highway 11 North – Roll No. 54-18-020-002-069.04)

By-law No. 2016-185 Being a by-law to amend By-law No. 2013-052 (Construction, Demolition, Change of Use, Inspections, Permits and associated Fees)

By-law No. 2016-186 Being a by-law to enter into an agreement with Pronor Construction Limited for the Accessibility Upgrades at Riverside Place

By-law No. 2016-187 Being a by-law to authorize a Purchase Agreement with Girardin Ontario Inc. for two (2) 30 foot low floor Accessible Transit Buses

By-law No. 2016-188 A by-law to authorize certain new capital works of the City of Temiskaming Shores; to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (OILC) for financing such capital works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-642

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-181;

By-law No. 2016-183;

By-law No. 2016-185;

By-law No. 2016-186;

By-law No. 2016-187; and

By-law No. 2016-188

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

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, January 17, 2017 at 6:00 p.m.
- b) Regular – Tuesday, February 7, 2017 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2016-643

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 6:45 pm to discuss the following matters:

- a) Adoption of the December 6, 2016 – Closed Session Minutes
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – ARIO Property – Verbal Update
- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – KBR Property (View Street) – Confidential Administrative Report CS-020-2016
- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – Haileybury Public School – Verbal Update

Carried

Resolution No. 2016-644

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 7:15 p.m.

Carried

Matters from Closed Session

- a) **Adoption of the December 6, 2016 – Closed Session Minutes**

Resolution No. 2016-645

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council approves the December 6, 2016 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – ARIO Property – Verbal Update

Council provided direction in Closed Session regarding the proposed acquisition of land (ARIO Property).

c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – KBR Property (View Street) – Confidential Administrative Report CS-020-2016

Council provided direction in Closed Session regarding the proposed acquisition of land (former KBR Property on View Street).

20. Confirming By-law

Resolution No. 2016-646

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that By-law No. 2016-189 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 **December 20, 2016** be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-647

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that By-law No. 2016-189 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2016-648

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:16 pm.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

December 12, 2016

To: Heads of Council, All Ontario Municipalities
From: Dan Mathieson, Chair, MPAC Board of Directors
Subject: 2017 Budget and Municipal Levy

On behalf of MPAC's Board of Directors, I would like to advise you that the Board has approved the corporation's 2017 budget including a province wide municipal levy increase of 2.65%.

After four years with an agenda focused primarily on finding efficiencies while increasing organizational effectiveness through our 2013-2016 strategic plan, the Board has determined that the organization needs to make additional investment in its core business to ensure we continue to serve our stakeholders going forward.

In looking forward to next year, the requirement for MPAC to support and respond to the Assessment Review Board's (ARB) commitment to improve the appeals process played a critical role in the Board's review of the 2017 budget. Next year, the ARB will be implementing a strategy to eliminate backlogs and complete appeals within the assessment cycle which will have a direct impact on MPAC's staffing and resources. It is anticipated that MPAC will be required to respond to the scheduling of approximately 1,250 appeals per month. We believe the work being undertaken by the ARB will continue to support stability and predictability in Ontario's property assessment and taxation system.

A stable and predictable assessment base is similarly important to the Board and the changes such as disclosure, pre-roll discussions and the extensive outreach activities implemented for the 2016 Assessment Update are a reflection of our commitment. Taking this approach forward and building on it for the 2020 Assessment Update requires the establishment of a larger reserve fund for the 2020 Assessment Update. This requirement has also been reflected in the 2017 budget.

In 2017, MPAC will introduce formal Service Level Agreements (SLA) with municipalities across the province. The 2017 budget reflects the need to right size the number of senior valuation staff in the field to meet the demands of our workload, continue with programs to ensure the quality and consistency of data in our systems and continue to build our pool of accredited valuation experts and professionals.

As context, prior to 2013, the annual levy increase ranged from as low as three per cent to as high as six per cent. Over the last four years, MPAC dramatically enhanced its products and services and achieved \$20 million in savings while maintaining a commitment to an annual levy increase of only 0.95%. The levy increase has taken into account further operational savings and incremental revenues generated through MPAC's business development activities totaling over \$2 million for 2017. The move to a municipal levy increase of 2.65% ensures that going forward MPAC will continue to serve our municipal and government stakeholders as well as the property taxpayers of Ontario through service excellence and product leadership.

The levy amount for each municipality is determined by the levy formula contained within the MPAC Act and will be finalized following the delivery of the 2016 Assessment Roll later this year. Municipalities can expect to receive additional details in the coming weeks with final statements sent in January 2017.

Questions about MPAC's 2017 budget and municipal levy should be directed to Antoni Wisniowski, President and Chief Administrative Officer or Carla Y. Nell, Vice-President, Municipal and Stakeholder Relations.

Yours truly,



Dan Mathieson

Copy Chief Administrative Officers, Chief Financial Officers, Clerks & Treasurers
MPAC Board of Directors

**Temiskaming Municipal Association
Support for Resolution**

Resolution re energy

Moved by: Larry Craig
Seconded by: Doug Metson

Whereas the price of electricity in Ontario has escalated to the level where the essential utility has become almost a luxury for many;

And Whereas this has resulted in hospitals, schools municipalities, businesses, farms and industry being faced with unbudgeted and unanticipated increases in costs for this essential utility and forcing many residential users to actually ration the use of electricity;

And Whereas here in Temiskaming this has further resulted in valuable farmland being covered in solar panels and denied the vital agricultural crops that it would provide because of the excessive prices paid for this "green energy" produced by these panels;

And Whereas much of the Temiskaming District has to pay the highest rate of delivery charge for this needed service because of the low density levels in many areas of the District;

And Whereas we are forced to watch as our primary highways are burdened and prematurely fatigued with heavy transports carrying mine concentrates out of Ontario into Quebec so as to benefit from the much lower hydro rates in that Province;

Therefore Be It Resolved that the Temiskaming Municipal Association implores the Province of Ontario and the Minister of Energy, the Honourable Glenn Thibeault, to reduce the rates of this very essential utility to a level that will once more be affordable and predictable for the aforementioned users;

And Furthermore that this resolution be forwarded to the member municipalities of the TMA, MPP John Vanthof , FONOM, The Speaker and Northern News for support.

Carried

**Temiskaming Municipal Association
Support for Resolution**

Resolution re Ontario Northland

Moved by: George Lefebvre
Seconded by: Tina Sartoretto

WHEREAS passenger rail service in Northern Ontario is an essential infrastructure for economic development of our resource based industries including agriculture, forestry and mining together with tourism and access to health care,

AND WHEREAS access to health care beyond our immediate communities is critical and dependent on bus passenger service is both unreliable during inclement weather with frequent highway 11 closures delaying vehicular traffic close to 200 times between Muskoka and Hearst during the past three years with an average delay of six and one half hours thereby rendering it an unacceptable option for travel on,

AND WHEREAS this unreliability of transportation not only impacts patients requiring appointments but also medical practitioners travelling to our area to provide needed specialty support or to operate their practices,

AND WHEREAS the Northern and Eastern Ontario Rail Network (NEORN) is endeavouring to bring the issue of rail passenger service for our and other areas to the attention of Queen's Park and Parliament Hill so as to restore it,

THEREFORE BE IT RESOLVED that the Temiskaming Municipal Association supports the efforts of NEORN in their quest to restore needed rail passenger service to our and other areas of the north.

AND FURTHER, that this resolution be circulated to all member municipalities of the TMA, FONOM, MPs Charlie Angus, Anthony Rota and MPP John Vanthof for their endorsement and support.

Carried

Household food insecurity – a determinant of health

Household food insecurity happens when a household is unable to access adequate and safe food due to financial limitations¹. The seriousness of this issue can range from individuals worrying about not being able to access food to decreasing quality/quantity of their food choices and, at a severe level, not having all required meals in a day (or not having a meal at all)².

The number of individuals living in food insecurity is increasing in Canada, being poverty the main root cause. In 2014, 11.9% of all households in Ontario experienced some level of food insecurity³. The reality is similar in the Timiskaming Health Unit (THU) area, with 17.2% of people living in low income⁴ and food insecurity impacting 7.6% of total households⁵. Interviews conducted among those living with low income in our district revealed that they are often forced to choose between paying for food or housing or heating⁸.

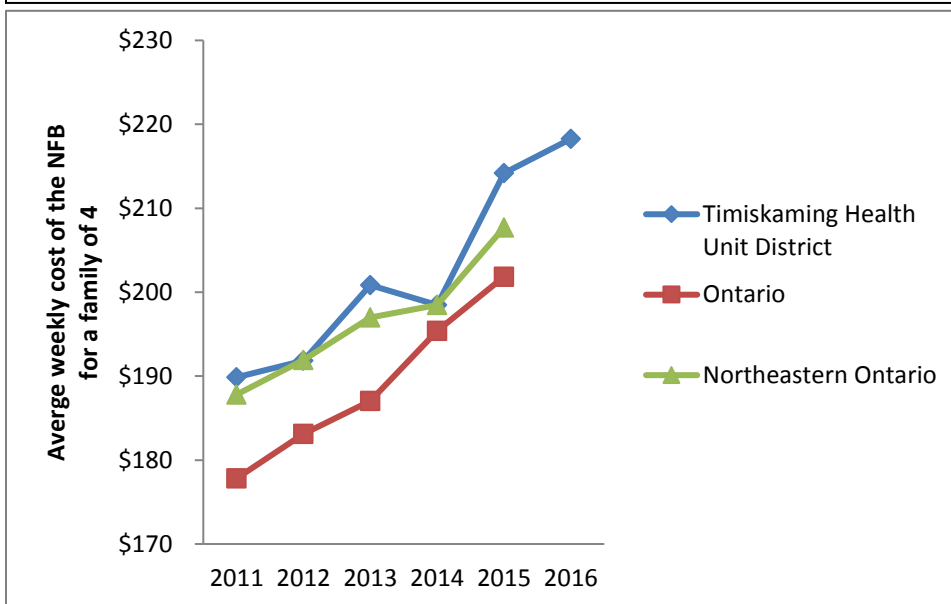
Food insecurity is a serious public health problem. It has a negative impact on the health of those experiencing it. Not having enough food to eat and the stress of having to choose between putting food on the table or paying bills can lead to serious consequences (Table 1). Additionally, the impact on healthcare costs needs to be weighed in. Research reveals that an individual experiencing marginal food insecurity (the lowest severity level) would cost the healthcare system 23% more, compared to those food secure⁷. The costs rise as the severity of food insecurity increases.

Table 1 – Health impact of food insecurity

Inadequate nutrient intakes (such as protein) ⁶
Increased risk of developing one or more chronic diseases such as diabetes or high blood pressure ¹
Increased difficulty in managing successfully existing chronic diseases ¹
Higher prevalence of mental health conditions ¹
Impact in children – increases risk for asthma, depression and suicidal ideation ⁷

The Nutritious Food Basket - Results

Figure 1: Average weekly cost of the NFB for a reference family of four in the Timiskaming Health Unit district, Ontario and Northeastern Ontario, 2011 – 2016.



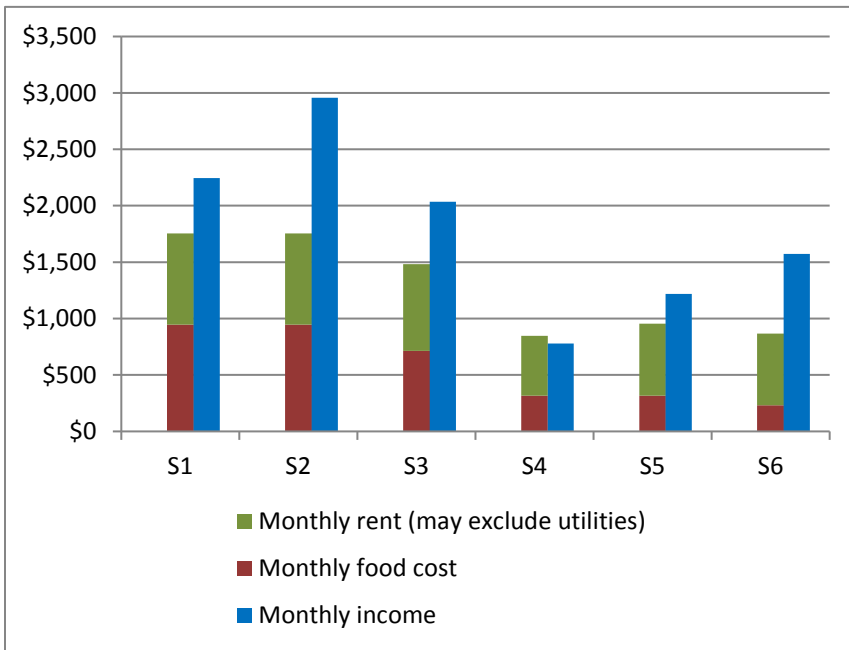
Each year, the THU conducts the Nutritious Food Basket (NFB) survey that measures and monitors the cost of basic healthy eating based on 67 food items that follow Canada’s Food Guide and average food purchasing patterns⁹. The lowest available price of each item is recorded from six grocery stores in the Timiskaming District and averaged to calculate the cost of feeding an individual or family. The NFB assumes that people have the skills required to plan and prepare meals from scratch and that people have access to stores that sell nutritious foods.

The 2016 NFB results show a rise in the cost of nutritious food in the THU area, for the third consecutive year: the average cost of food for a family of four in Timiskaming is \$218.27 per week, a \$28.40 increase since 2011. Data for Ontario 2016 has not yet been released.

What does this mean for low-income households?

Along with information about housing costs and income levels, the NFB results continue to show the struggles of individuals and families living in low income situations.

Figure 2: Comparing monthly cost of food and rent in the Timiskaming Health Unit District to monthly income in 2016. See table 2 for scenarios



From figure 2 it becomes clear that although all households experience some level of difficulty, it is those on social assistance who struggle the most to make ends meet. A single parent of 2 children receiving social assistance would have just enough to afford rent and food, leaving little to cover other important costs such as transportation or child care. For these individuals, food will often be the most flexible parts of their budget, meaning they will cut on its costs to be able to provide for things such as housing or day care. Locally individuals experiencing this situation mentioned using different strategies to manage food availability such as going with no food or eating smaller portions (not by choice)⁸. From September 2015 to September 2016 there was a 10.1% increase in individuals on Ontario Works in the Timiskaming District¹¹

Solutions – what is needed?

Common approaches to address food insecurity at the community level focus on programs such as food banks or meal programs⁶. Locally individuals experiencing food insecurity indicated making use of community kitchens and participating in classes on how to preserve food to stretch their food budget⁸. Although these programs have benefits, they are *not* a long-term solution for food insecurity, as they do not target poverty. Additionally they do not have the capacity to reach everyone experiencing food insecurity⁶ and quite often participation in these programs is low due to issues such as stigma and lack of transportation (identified in our district)⁸.

Current evidence indicates the need to address poverty, the root cause of food insecurity. Public policy approaches are needed to reach and support all of those experiencing food insecurity. The Ontario Society of Nutrition Professionals in Public Health recommended⁶, in line with Dietitians of Canada¹, three main areas where implementation of policies would address low-income related issues:

- 1) Implementation of a basic income guarantee;
- 2) Increase social assistance rates;
- 3) Provide basic minimum employment standards to reduce insecure employment conditions.

It is estimated that the costs of such policies in increasing individuals' income levels would be considerably less than the costs poverty entails in our economy¹. From all indicated, the most discussed recently is the basic income guarantee, a strategy supported by THU Board of Health (2015), that if implemented would provide a minimum

How can you make a difference?

Advocate: share your ideas and concerns about food insecurity with local MP or MPP; support the basic income guarantee

Collaborate: with groups that help making food more accessible; become a volunteer

Take the time: to learn about poverty, food insecurity and ways to address this issue.

ACT!

income level for each citizen. In June 2016, the province announced the intention of moving forward with a Basic Income Pilot, counting on the Honourable Hugh Segal for input on its design and implementation¹⁰. His recommendations are expected to be released this fall.

Table 2 - 2016 NFB family and income scenarios.

S1- 2 adults (male and female ages 31-50), 2 children (girl age 8, boy age 14); Ontario Works
S2- 2 adults (male and female ages 31-50), 2 children (girl age 8, boy age 14); income is based on one minimum wage earner, 40hr/wk, \$11.25/hr (minimum wage in May 2016)
S3- 1 adult (female age 31-50), 2 children (girl age 8, boy age 14); Ontario Works
S4- 1 adult (male age 31-50); Ontario Works.
S5- 1 adult (male age 31-50); Ontario Disability Support Program (ODSP)
S6- 1 adult (female age 70+); income based on Old Age Security and Guaranteed Income Supplement (OAS/GIS)

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2. Food Banks Canada. (2016). *Hunger count 2016 – A comprehensive report on hunger and food bank use in Canada, and recommendations for change*. Retrieved from https://www.foodbankscanada.ca/getmedia/6173994f-8a25-40d9-acdf-660a28e40f37/HungerCount_2016_final_singlepage.pdf
3. PROOF – Food insecurity Policy Research. (2016, June). *Monitoring food insecurity in Canada*. Retrieved from <http://proof.utoronto.ca/wp-content/uploads/2016/06/monitoring-factsheet.pdf>
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10. Ministry of Community and Social Services. (2016, June 24). *Ontario moving forward with basic income pilot*. Retrieved from <https://news.ontario.ca/mcss/en/2016/06/ontario-moving-forward-with-basic-income-pilot.html>
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Sources of data used to calculate income and expenses

- A) Basic and maximum shelter allowance. OW rates effective November, 2015 and Ontario Disability Support Payment (ODSP) rates effective October, 2015. Source: Social Assistance, Pension and Tax Credit Rates April to June 2016, Ministry of Community and Social Services. http://www.communitylegalcentre.ca/legal_information/Tips/IM/SA-pension-rate-Apr-Jun-2016.pdf (accessed July 25, 2016).
- B) Old Age Security and Guaranteed Income Supplement (OAS/GIS) rates. Source: Social Assistance, Pension and Tax Credit Rates April to June 2016, Ministry of Community and Social Services. http://www.communitylegalcentre.ca/legal_information/Tips/IM/SA-pension-rate-Apr-Jun-2016.pdf (accessed July 25, 2016).
- C) Ontario Guaranteed Annual Income System (GAINS) rates. Source: Social Assistance, Pension and Tax Credit Rates April to June 2016, Ministry of Community and Social Services. http://www.communitylegalcentre.ca/legal_information/Tips/IM/SA-pension-rate-Apr-Jun-2016.pdf (accessed July 25, 2016).
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- E) Based on net annual income. GST/HST is issued on a quarterly basis, but calculated on a monthly basis. Figures derived from GST/HST and related provincial programs calculator. Effective July 2014 to June 2015. <http://www.cra-arc.gc.ca/bnfts/menu-eng.html> (accessed September 13, 2016).
- F) Ontario Trillium Benefit (OTB) includes Ontario Energy and Property Tax Credit, the Northern Ontario Energy Credit, and Ontario Sales Tax Credit. Based on average apartment rental rates for Ontario (see k) and net annual income. Ontario Trillium Benefit is issued on a monthly basis. Figures derived from Ontario Trillium Benefit and related provincial programs calculator. Effective July 2014 to June 2015. <http://www.cra-arc.gc.ca/bnfts/menu-eng.html> (accessed September 13, 2016).
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- H) Employment Insurance Premium Rates. <http://www.cra-arc.gc.ca/bnfts/menu-eng.html> (accessed July 25, 2016).
- I) Reference: Canada Pension Plan. <http://www.cra-arc.gc.ca/bnfts/menu-eng.html> (accessed July 25, 2016).
- J) Rental costs calculations are from the Rental Market Report: Ontario Highlights. Canada Mortgage and Housing Corporation, Fall 2015. Some communities may need to add utility costs. https://www.cmhc-schl.gc.ca/odpub/esub/64507/64507_2015_B02.pdf?fr=1479912900672 (accessed November 21, 2016) and from North Timiskaming Housing Resource Centre for the week of November 21, 2016, provided by the Canadian Mental Health Association Cochrane-Timiskaming (accessed November 21, 2016)
- K) Nutritious Food Basket Data Results 2016 for Timiskaming Health Unit - Includes family size adjustment factors.
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- M) Source: Statistics Canada. Average income after tax by economic family types (2007 to 2011). <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/famil21a-eng.htm> (accessed July 25, 2016).



**Putting Food on the Table:
Stories about Food Insecurity
in Timiskaming 2016**

November 2016

Acknowledgements

Timiskaming Health Unit would like to thank the individuals with lived experience who participated in the interviews and shared their stories; this project would not have been possible without you. We would also like to thank the representatives from social service organizations who also participated in the interviews.

Thank you to Erin Cowan, Research and Policy Analyst, and Kerry Schubert-Mackey, Manager of Community and School Health, for reviewing this report. Thank you to Amanda Mongeon, Program Evaluator, who assisted in the planning and ethical considerations for this project.

This report was prepared by Caroline McBride, Public Health Dietitian, August 2016.

^E – Interpret with caution due to small sample size

What is food insecurity and why does it matter?

Food insecurity is the inadequate or insecure access to food due to financial constraints. Food insecurity is a serious problem in Canada that negatively impacts physical, mental, and social health and increases health care system costs.¹

In a country such as Canada, it can be difficult to see that people in our communities are experiencing food insecurity and worrying about putting food on the table. This might cause you to wonder: is food insecurity an important issue in Timiskaming?

Yes. In Timiskaming, 7.3%^E of residents report experiencing food insecurity and 16.6% of the population lives with low income.²

Living with low income can be a different experience for different people and may happen for a variety of reasons including having limited savings and access to funds, few work hours and unexpected job loss.⁴ Living with a low income increases the risk of experiencing food insecurity. Research has shown that when people have limited incomes, they will often choose to use money from their food budget to pay for other basic necessities including rent, hydro, child care, medical expenses such as vision and dental, and other costs of living.^{3,4} When the cost of food in Timiskaming is compared with other basic necessities, it is very clear that individuals and families earning minimum wage or receiving social assistance do not have enough money to buy nutritious food and other basic needs.⁵

“I’ve definitely had to go without before. Stressing about food, where your next meal is going to be, only eating so much now and leaving the rest for later tonight is not fun.”
---A young Timiskaming woman

To begin to understand the experience of food insecurity in Timiskaming, it is important to ensure that we hear from the people who have, or are currently experiencing food insecurity. To learn more about these experiences, from December 2015 to March 2016, Timiskaming Health Unit interviewed 18 individuals who have experienced food insecurity and representatives from 9 social service organizations that provide support to these individuals, to explore the experience of food insecurity in Timiskaming. This report is a summary of those interviews.

What is it like to live with low income?

One of the themes that arose through this project is that when individuals are living with low income, it’s not enough to cover the cost of basic needs. One individual shared their experience of the stigma related to receiving social assistance: “[There is a misconception that people abuse] ‘the system’ by spending money on things like drugs, cigarettes and alcohol. Even without spending money on [these types of] things, it is still hard to make ends meet.” This was echoed by another individual who shared: “Government transfers are not enough. Clients are choosing the roof, or the hydro or the food.”

Everyone assumes that everything is easy, that you get it handed to you on a silver platter. It is so far from that. You really have to work for everything you want.
---A young Timiskaming woman

Living with low income is not a choice. One service provider

^E – Interpret with caution due to small sample size

shared their observations about the challenges their clients face. *“We look out and ahead all the time, almost everyone we deal with [is] living in today. They are dealing with all the emergencies that happen today. It’s really hard to move forward or plan anything. And that doesn’t change until you are secure in everything, I think. Once you’re food secure, house secure and all your basic needs are taken care of, your whole world view changes.*

At times when I have had to go without I always feel worn out and get depressed. I slept all day to avoid feeling hungry and trying to pass time until the end of the month.

---A single Timiskaming man

Several service providers shared that their clients feel as if they will be stigmatized if they disclose that they are struggling to make ends meet and afford food. As a result, their clients may not share if they are struggling. Social stigma can make it challenging to offer support and refer to other services that may be of benefit to the client.

How are people experiencing food insecurity supported?

The importance of having social and personal support networks was another central theme throughout the interviews. Individuals with lived experience talked about the importance of personal support from parents, family, friends and acquaintances. Some of the individuals interviewed shared that when they were going without, food contributions from friends or family helped them until they were able to get their next cheque or make a plan for accessing food.

Some of those interviewed were also aware of social supports that are available, but shared that accessing services can be challenging. One individual commented that after planning transportation from one community to the next, an entire day would be used to get to one appointment. Another individual shared that they have to choose between education courses and going to the food bank, because the services are offered at the same time.

The experience of having fewer opportunities to access programs and services in smaller communities was of concern for each of the individuals and was associated with living in Northern Ontario. One individual shared that they feel there is a need for creative solutions to solve the problem in smaller communities. Another individual shared that they feel *“in big cities it’s easier because you have more resources than you do in a small town.”*

I come here and they feed me too. Today they made a big pot of soup and I can take a huge container home because today my fridge is, like, bare empty.

---A young Timiskaming woman

One other factor that was mentioned noted that not everyone will use social services. One service provider shared: *“even if we talk about the food bank, clients just don’t want to go there, they just don’t feel comfortable going there and sometimes they feel that they are not in need enough to go there.”* Even when clients do use a program or service, it was observed that *“one service is not enough to help”* demonstrating that a collaborative approach is needed to address the problem of food insecurity.

^E – Interpret with caution due to small sample size

How do people stretch their food budget?

Even with personal and social supports, having enough to eat is a lot of work for individuals experiencing food insecurity. This work, that may go unnoticed, requires extra planning and creative approaches to making food last longer.⁴ All of the individuals interviewed shared that they use at least one coping strategy to stretch their food budget and make food last longer. In the most severe cases, individuals shared that they have gone without food. Below is a list of strategies the individuals with lived experience shared they have used to put food on the table.

Going without food	Eating smaller portion sizes, not by choice
Batch cooking	Stocking up on sale and non-perishable items
Joining community kitchens	Buying ½ price produce, cheaper cuts of meat
Taking classes to learn how to preserve food	Preparing cheaper recipes like stews
Volunteering at events where food is provided as compensation for time	Freezing leftovers from meals
Growing a garden	Only buying familiar food (e.g. food that the individual already knows how to prepare)
Canning and freezing food from the garden	

How does transportation impact access to food?

Another notable theme that emerged from the interviews is the challenge of transportation. Almost every individual interviewed mentioned transportation as a concern. When individuals and families do not have access to a car, getting to and from the grocery store to buy food requires even more planning.⁴ Many individuals felt that transportation has an impact on the ability to get to a grocery store and also the type of food purchased when shopping. The consequences of not having access to transportation were varied and included:

Not being able to purchase cheaper bulk items because they are too big to carry	Purchasing only what can be carried in their arms
Purchasing canned and boxed foods that last longer because of long periods of time between grocery trips	Using the food budget to pay for a ride to the grocery store (e.g. taxis, friends, family)
Avoiding travel during the winter	Using public transportation, where available (e.g. city transit, Ontario Northland)
Hitchhiking to the grocery store	

^E – Interpret with caution due to small sample size

What can you do about this problem?

Food insecurity is a problem in Timiskaming that should not be overlooked. One service provider shared that they *“think food security is a big issue [and] we don’t really realize that people are food insecure.”*

Food insecurity is a complex issue that requires innovative solutions. Ultimately, an income solution is needed to address this problem, but there are still things that you, as an individual, can do to ensure that everyone has equal opportunities to be food secure.⁶ Here are some of the ways that you can help address food insecurity:

- Challenge your own assumptions about the experience of living with low income.
- Use your votes to support candidates at the municipal, provincial and federal level who support reducing poverty, increasing social assistance rates and protecting individuals against unstable employment; all factors that are strongly related to the experience of food insecurity.
- Ask your elected officials to advocate for a basic income guarantee, increased social assistance rates and basic minimum employment standards to protect against unstable employment.⁶
- Support programs that help people access food, such as community kitchens and Good Food Box programs. Acknowledge that these programs have positive social impacts but are not a solution to food insecurity.
- Promote and support organizations and campaigns that work to reduce poverty in our communities across the country.

If you have questions about how this project was completed, please contact the Timiskaming Health Unit at 1-866-747-4305.

¹ PROOF Food Insecurity Policy Research. Monitoring food insecurity in Canada. 2016.

²Statistics Canada. 2013. Timiskaming Health Unit (health Region), Ontario and Ontario (table). Health Profile. 2011 Census. Statistics Canada Catalogue no. 82-228-XWE. Ottawa. Released December 12, 2013. <http://www12.statcan.gc.ca/wp-content/uploads/2016/06/monitoring-factsheet.pdf>.

³Statistics Canada. Canadian Community Health Survey 2009/10, 2011/12. Statistics Canada, Share Files, Ontario Ministry of Health and long-Term Care.


⁴Dietitians of Canada. Prevalence, severity and impact of household food insecurity: A serious public health issue. Background Paper. 2016.

⁵Timiskaming Health Unit. The cost of eating well in Timiskaming 2015. 2015.





⁶Ontario Society of Nutrition Professionals in Public Health Food Security Workgroup. Income-related policy recommendations to address food insecurity. 2015.

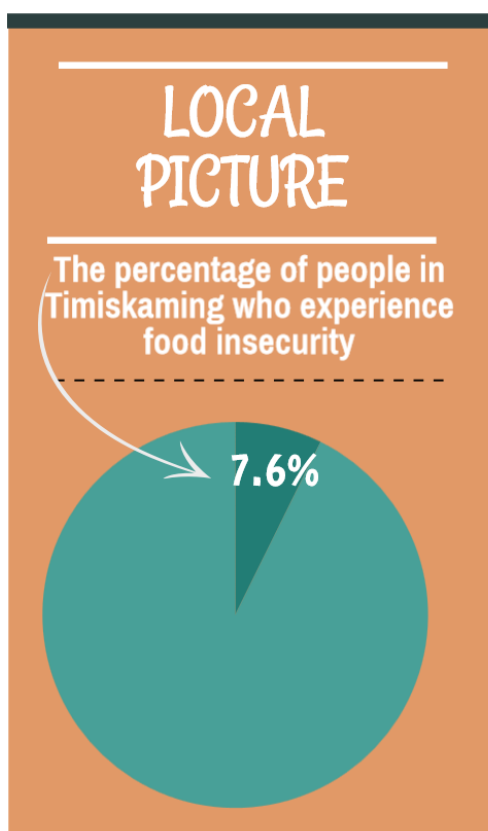
^E – Interpret with caution due to small sample size

The Cost of Eating Well in Timiskaming 2016



Family of 4: Mom, Dad, Boy & Girl Earning minimum wage

	
Income \$2,958	Cost of food for 1 month \$945
	
Rent (excluding utilities) \$810	Remaining Funds \$1,203



Remaining funds must cover the cost of:





Many families will use their food budget to pay for other needs. This increases their risk of food insecurity.



Food insecurity is not having enough food due to lack of money.

Food insecurity is linked to...

<p>Eating vegetables and fruit less often</p> 	<p>Increased risk of chronic disease like diabetes</p> 	<p>Social exclusion</p> 
<p>Poorer mental health in adults and children</p> 	<p>Behavioural, emotional, and academic barriers in children</p> 	<p>Increased health care costs</p> 

WHAT CAN WE DO?



Learn about poverty and food insecurity
www.povertyfreeontario.ca

Volunteer with a group that helps make food accessible



Support a Basic Income Guarantee
www.basicincomecanada.org

Meet with your local MP or MPP and share your ideas and concerns about food insecurity



References:
 -Timiskaming Health Unit. (2016). The Cost of Eating Well in the Timiskaming District: Nutritious Food Basket Report.
 -Rental Market Report: Ontario Highlights. Canada Mortgage and Housing Corporation, Fall 2015. And The National Mental Health Association Cochrane-Timiskaming.
 -North Timiskaming Housing Resource Centre for the week of November 21st, 2016.
 -Canadian Community Health Survey 2009/10, 2011-12. Statistics Canada, Share Files, Ontario Ministry of Health and Long-Term Care.
 -Association between household food insecurity and annual health care costs Tarasuk V, Cheng J, de Oliveira C, Dachner N, Gundersen C, Kurdyak P. Canadian Medical Association Journal 2015; DOI:10.1503/cmaj.150234.
 -Dietitians of Canada. (2007). Community Food Security: Position of Dietitians of Canada.
 -Kirkpatrick S.I., Tarasuk V. (2011). Housing Circumstances are Associated with Household Food Access among
 -Low Income Urban Families. Journal of Urban Health: Bulletin of New York Academy of Medicine, 88(2): 284-296.
 -Mikkonen, J., & Raphael, D. (2010). Social Determinants of Health: The Canadian Facts. Toronto: York University School of Health Policy and Management.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

January 19, 2017

To: Municipal Clerks

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

Subject: 2016 Assessment Update Municipal Summary Report

The return of 2016 assessment rolls to Ontario municipalities marks a key milestone in the organization's delivery of the province-wide 2016 Assessment Update.

2016 was a year of many firsts for MPAC's delivery of updated assessments. We made a number of changes to our operations and the products and services we deliver to property owners and stakeholders. Our goal was to undertake an Assessment Update that demonstrated a greater focus on roll stability, transparency and collaboration.

We have developed the enclosed report for municipal administration and elected officials to provide an Executive Summary of the work performed by MPAC in support of the 2016 Assessment Update, which includes municipal level snapshots of the property class changes unique to your area.

A copy of this report has been provided to the Chief Administrative Officers, Finance Officers, Treasurers and Tax Collectors. I would like to request your assistance to share the attached report with municipal councils. Please contact your Regional Manager or Account Manager Municipal and Stakeholder Relations if you have any questions about the report.

Yours truly,

A handwritten signature in black ink, appearing to read "Carla Y. Nell", is written over a light blue horizontal line.

Carla Y. Nell
Vice-President, Municipal and Stakeholder Relations

cc: Treasurers and Tax Collectors

APPENDIX 1

Assessment Change Summary by Property Class Temiskaming Shores City

The following chart provides a comparison of the total assessment for the 2012 and 2016 base years, as well as a comparison of the assessment change for year one of the four year phase in (2017 property tax year), by property class.

Property Class/Realty Tax Class	2012 Full CVA	2016 Full CVA	Percent Change 2012 to 2016	2017 Phased-in CVA	Percent Change 2012 to 2017
R Residential	692,598,439	822,231,000	18.7%	720,169,006	4.0%
M Multi-Residential	10,158,880	10,257,500	1.0%	9,742,610	-4.1%
C Commercial	93,772,770	92,740,200	-1.1%	85,414,450	-8.9%
S Shopping Centre	18,163,550	18,149,400	-0.1%	17,781,518	-2.1%
G Parking Lot	77,700	91,400	17.6%	69,875	-10.1%
X Commercial (New Construction)	16,421,504	16,354,600	-0.4%	15,222,028	-7.3%
I Industrial	6,574,200	7,228,000	9.9%	6,436,150	-2.1%
J Industrial (New Construction)	2,762,896	3,367,000	21.9%	2,823,922	2.2%
P Pipeline	23,842,000	26,302,000	10.3%	24,457,000	2.6%
F Farm	21,351,600	37,841,600	77.2%	25,454,450	19.2%
T Managed Forests	87,000	92,400	6.2%	88,125	1.3%
(PIL) R Residential	2,164,900	3,093,900	42.9%	2,293,575	5.9%
(PIL) C Commercial	11,007,709	10,237,800	-7.0%	9,938,250	-9.7%
(PIL) I Industrial	163,000	128,800	-21.0%	128,800	-21.0%
(PIL) H Landfill	28,491	16,700	-41.4%	16,700	-41.4%
E Exempt	94,445,590	93,987,500	-0.5%	88,772,293	-6.0%
TOTAL	993,620,229	1,142,119,800	14.95%	1,008,808,752	1.53

APPENDIX 2

Assessment Base Distribution Summary by Property Class Temiskaming Shores City

The following chart provides a comparison of the distribution of the total assessment for the 2012 and 2016 base years, which includes the percentage of the total assessment base by property class.

Property Class/Realty Tax Class	2012 Full CVA	Percentage of Total 2012 CVA	2016 Full CVA	Percentage of Total 2016 CVA	2017 Phased-in CVA	Percentage of Total 2017 CVA
R Residential	692,598,439	69.7%	822,231,000	72.0%	720,169,006	71.4%
M Multi-Residential	10,158,880	1.0%	10,257,500	0.9%	9,742,610	1.0%
C Commercial	93,772,770	9.4%	92,740,200	8.1%	85,414,450	8.5%
S Shopping Centre	18,163,550	1.8%	18,149,400	1.6%	17,781,518	1.8%
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X Commercial (New Construction)	16,421,504	1.7%	16,354,600	1.4%	15,222,028	1.5%
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(PIL) I Industrial	163,000	0.0%	128,800	0.0%	128,800	0.0%
(PIL) H Landfill	28,491	0.0%	16,700	0.0%	16,700	0.0%
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TOTAL	993,620,229	100.0%	1,142,119,800	100.0%	1,008,808,752	100.0%

2016 Assessment Update

Municipal Summary Report

December 2016



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

C O N T E N T S

Delivering the 2016 Assessment Update

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Assessment Change Summary

by Property Class	Appendix 1
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Assessment Base Distribution

Summary by Property Class	Appendix 2
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Delivering the 2016 Assessment Update

About This Report

The following report has been developed to provide municipal administration and elected officials with an executive summary of the work undertaken by Municipal Property Assessment Corporation (MPAC) in delivering assessed values for the 2016 Assessment Update.

MPAC is committed to providing property owners, municipalities and all its stakeholders with the best possible service. Our goal is a stable assessment base through greater transparency, shared understanding and accuracy in property values.

Introduction

In Ontario, property assessments are updated every four years. The 2016 Assessment Update reflects a legislated valuation date of January 1, 2016, for the 2017-2020 property tax years.

MPAC's work to deliver the 2016 Assessment Update began in 2015—nearly two years earlier than previous Assessment Updates. As part of our efforts, we introduced some of the most significant reforms to Ontario's property assessment system since 1998, and recognized early engagement and openness as keys to our success.

The following report summarizes the initiatives that MPAC has undertaken to:

- Deliver on our commitment to engage with and provide greater access to information for property owners, municipalities and stakeholders
- Improve our valuation analysis, methods and models
- Increase our assessment quality through stringent data cleansing, quality checks and testing our work through third parties

Our 2013-2016 Strategic Plan

MPAC provided property owners, municipalities and stakeholders with the best possible service through transparency, predictability and accuracy—and works with municipalities and property owners and industry associations to identify potential opportunities to further refine Ontario’s property tax system.

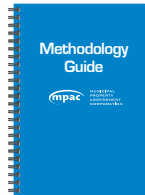
Disclosure

MPAC has launched disclosure initiatives to inform property owners and municipalities about how accurate property values are established. MPAC’s approach to disclosure varies by property type. The disclosure initiatives include ongoing consultations with property owners and municipalities to determine appropriate valuation methodology and valuation parameters.



Three levels of Disclosure documentation were established:

1 Methodology Guides



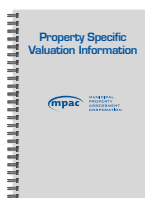
33 guides that explain assessment methodology, and reflect appraisal industry standards and best practices.

2 Market Valuation Reports (MVR)



161 reports that explain how assessment methodology is applied to value properties, at the sector level, including reports for each of MPAC’s 128 residential market areas.

3 Property Specific Valuation Information



Detailed information is also provided for over 5 million properties in Ontario, including 600,000+ farm and business properties, available through secure access (aboutmyproperty.ca) to property taxpayers, their representatives and municipalities. MPAC has published 33 additional supporting documents, including our Information and Data Sharing Policy, Economic Obsolescence Reports, and Cost Analytics.

2016 Assessment Update Rollout



Residential Properties

Notices for residential property owners were mailed over a 21-week period starting on April 4, 2016. The staggered approach was intended for MPAC to:

- Resolve any property owner concerns before final Assessment Rolls are returned to municipalities
- Allow for more localized targeted outreach
- Manage the influx of calls to our call centre to better respond to enquiries

RESIDENTIAL Market Trends™

Residential Market Trends

Launched April 2016, Residential Market Trends is a new, user-friendly online tool on aboutmyproperty.ca designed to inform property taxpayers about key market shifts happening in their neighbourhood and across Ontario.

Through interactive maps, property owners can understand how property assessments have changed in any specified neighbourhood. The maps display information on the average assessment increase in an area, including the value of a typical home, condominium and waterfront property value from 2016 to 2017. Provincially, residential property values have increased on average by 4.5% annually since 2012. Over the next four years, the average residential property will increase by 18%.

Key Improvement Areas

Improved Sales/Data Validation

MPAC completed more sales investigations and data quality checks in preparation for this year's assessment update than past reassessments. MPAC staff investigated more than 200,000 sales since 2012, which is more than double the sales reviewed for the 2012 Assessment Update. MPAC also reviewed and updated more than 2.8 million data elements.

Redesigned Property Assessment Notice

MPAC redesigned the Property Assessment Notice as part of its commitment to enhance the residential taxpayer experience and educate property taxpayers on the valuation process.



MPAC conducted quantitative and qualitative research through a third party to receive feedback from residential taxpayers from across Ontario. Enhancements were made based on this feedback and through consultation with the Ministry of Finance.

Changes include:

- An Issue Date and specific Request for Reconsideration (RfR) deadline for each of the applicable tax years
- A clear explanation of phase-in
- A simple explanation of the Ontario Property Assessment System
- Information on the valuation process and the five key factors that affect residential property value

Improved Understanding

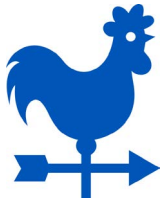
In advance of the residential Notice mailing, a variety of resources were provided to property owners, including:



- Brochures
 - [About MPAC](#)
 - [Understanding Your 2016 Property Assessment Notice](#)
 - [Resolving Assessment Concerns/Requests for Reconsideration \(RfR\)](#)
 - [Residential Properties](#)
 - [Newly Built Homes](#)
 - [Waterfront Properties](#)



- Videos
 - [AboutMyProperty™ Overview](#)
 - [How MPAC Assesses Properties](#)
 - [The Request for Reconsideration process](#)
 - [Property Assessment and Taxation](#)
- [Residential Market Trends](#)



Farm Properties

MPAC has strengthened the accuracy and equity of farm valuations for the 2016 Assessment Update. Property Assessment Notices were delivered starting October 11, 2016, with an average annual increase of 16% since 2012. Over the next four years, the average farm property will increase by 64%.

Farm Market Trends

Farm Market Trends were created for 48 different geographic regions, and the Current Value Assessment change shows the percentage increase for year one of the phase-in (2017). The maps also show a rate per acre of Class 1 farmland, which is often how farmers speak when referencing the value of their farm property.

1

Upward trends continue

Farmland property sales indicate that farm values have continued to increase provincially.

2

Interest rates are low

Historic low interest rates have allowed farmers to expand farming operations.

3

Demand outweighs supply

Over the last several years, the demand for farmland has significantly outweighed the supply, creating competition.

4

Not all buyers are farmers

Non-agricultural buyers in Ontario continue to purchase farmland.

5

More land is needed

Many sectors, including large intensive livestock enterprises, need land for nutrient management and cropping requirements.

6

Soil type is a factor

The availability of soil types that support high-value crops is driving up demand.

7

Farmland sales expand east

Producers continue to expand by purchasing land in Eastern Ontario and in neighbouring communities.

8

Lower priced land available in northeast

Buyers from Southern Ontario who are in search of lower priced land are finding it in the Northern and Eastern regions of Ontario.

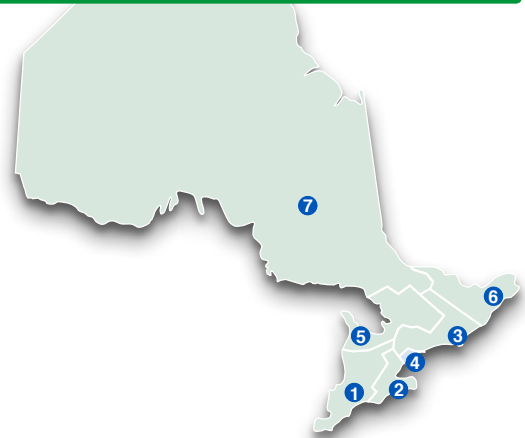
Farm Value Comparison



Overall

Average assessment change for 2016-2017

Ontario Overall	16%
South West ①	16%
Golden Horseshoe ②	12%
GTA Central Ontario ③	13%
City of Toronto ④	N/A
Central North East ⑤	16%
East ⑥	19%
North ⑦	18%



Average annual assessment changes reflect the median value for farm properties, regardless of the property class. This includes vacant farmland, farms with residences and outbuildings. The farm market trends map for 48 different geographic regions are available on aboutmyproperty.ca.

Key Improvement Areas

Data Integrity/Accuracy

For the 2016 Update, MPAC implemented a number of changes that have resulted in a better approach to farm valuations.

- **Improved farm sale verification process.** MPAC undertook significant analysis and only used sales of farmland sold to farmers to determine farmland rates. Farm verifications included a standard letter and questionnaire sent to new farm owners, and a mandatory review of vacant farm land sales that are 10 acres or greater.
- **Comprehensive review of vacant farm land sales back to January 2008.** A longer sales period increased the number of farm sales in MPAC's analysis by approximately 40% over past reassessments (sales are time-adjusted to reflect market changes over time).
- **Reduction in the number of farm neighbourhoods.** Farm neighbourhoods have been combined, resulting in a reduction from 228 to 167 neighbourhoods. This has enabled MPAC to use more sales transactions in its determination of the farm land rates. MPAC staff also reviewed the values for farms in bordering neighbourhoods to ensure equity in the valuations.
- **New Agricultural Cost Guide.** MPAC is now relying on a new, up-to-date agricultural cost guide to determine the value of farm structures.

Consultation and Engagement

In consultation with the Ontario Federation of Agriculture (OFA), the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA), municipalities and industry representatives, MPAC worked closely with the farming community to provide additional transparency regarding farmland valuations.



Redesigned Property Assessment Notice

MPAC engaged property owners and industry groups through focus groups to discuss potential enhancements to the Property Assessment Notice. As a result of feedback received, MPAC customized the Farm Notice to clearly indicate whether the property is classified in the residential or farm tax property class and include acreage as part of the property description.

Improved Understanding

In addition to outreach and consultation, MPAC created a suite of communication materials to help farm property owners understand the changes being introduced for farm properties as part of this year's province-wide Assessment Update. The materials include:



- A new [Farm brochure](#)
- [How MPAC Assesses Farm Properties](#) video
- An [Infographic](#) that explains how MPAC values farm properties
- [Understanding your Farm Property Assessment Notice Brochure](#)
- Access to all three levels of disclosure for their farm property through aboutmyproperty.ca
- [Farm Market Trends](#)



Business Properties

Business property owners received their 2016 Notices starting on October 18, 2016. Values reflect the local real estate market and MPAC's analysis of the market indicates that most categories of business property have increased in value over the last four years. MPAC has made considerable efforts to analyze local markets, review the data on file and talk to property owners in advance of the update.

Multi-Residential

MPAC has changed the way multi-residential properties are assessed and used the Direct Capitalization Approach for the 2016 Assessment Update. These changes were implemented as a result of feedback received during consultations with the Federation of Rental-Housing Providers of Ontario (FRPO), the Co-operative Housing Federation of Canada (Ontario Region Office) and the Ontario Non-Profit Housing Association. Provincially, multi-residential property values have increased on average by 7% annually since 2012. Over the next four years, the average multi-residential property will increase by 28%.

1

Upward trends continue

Multi-residential property sales indicate that values have continued to increase provincially.

2

Interest rates are low

Historic low interest rates have fueled an active sales market for multi-residential properties.

3

Demand outweighs supply

Competition for apartment investment properties in large urban centres has resulted in premium pricing.

4

REITs and large portfolio holders invest

Real estate investment trusts and large institutional investors continue to invest in this stable asset class.

5

Rent vs. buy

Many young professionals are choosing to rent instead of buy due to strong home prices.

6

Province-wide effects

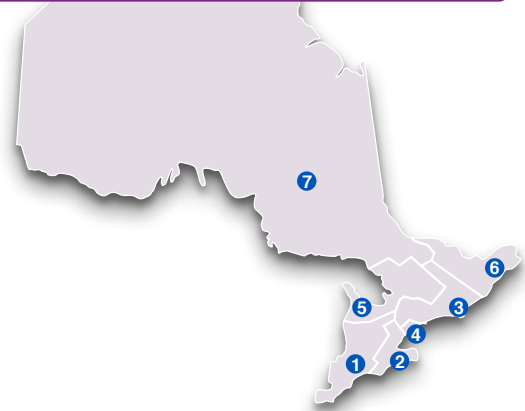
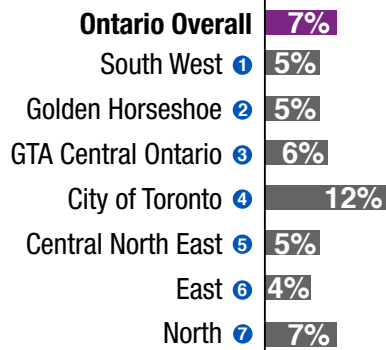
Sale prices have continued to climb across the province. Sault Ste. Marie, Thunder Bay, Barrie, Hamilton, Windsor and the Greater Toronto Area all show strengthening apartment markets.

Multi-Residential Value Comparison



Overall

Average assessment change for 2016-2017



Average annual assessment changes reflect the median value for multi-residential properties having seven or more units. Multi-residential market trends include average assessment change (2016-2017), Fair Market Rents, capitalization rates and vacancy rates.

Key Improvement Areas

- Reviewed four years of sales data to determine multi-residential values
- Researched and consulted third party sources, including Canada Mortgage and Housing Corporation, to validate our valuation components
- Launched the Property Income and Expense Return (PIER) tool enabling multi-residential property owners to submit their annual rental, income and expense information online
- Studied rental, financial and market information to determine Fair Market Rents, Vacancy and Bad Debt allowances, Expense Ratios and Capitalization Rates for Ontario's multi-residential properties

Commercial

Commercial properties have a broad range of uses including small retail, food service, shopping centres or big box centres, office buildings or other general commercial uses.

MPAC conducted pre-roll discussions and/or information sessions with Ontario Business Improvement Area Associations, large office and large retail property owners, major tenants (i.e., national chains) to review preliminary valuation parameters for the various sectors. In preparation for this year's Assessment Update, MPAC reviewed Fair Market Rents against market data submitted by property owners and reviewed three years of sales data to establish accurate values. Provincially, commercial property values have increased on average by 3.1% annually since 2012. Over the next four years, the average commercial property will increase by 12.4%.

1

Retail development in an expanding housing market

Retail development remains strong in areas with growing residential communities to support the demand for retail services from new residents.

2

Capitalization rates and office buildings

Capitalization rates continue to compress in most parts of Ontario. New supply continues to be added in several major markets, including Toronto, Richmond Hill, Mississauga and Oakville.

3

Ottawa faces decline in office building values

Ottawa continues to see a decline in rents and an increase in vacancy as the federal government continues to relinquish office space back to the market.

4

Big box vs. standard retail properties

Province-wide, big box properties are experiencing marginally lower increases in assessment when compared to standard retail properties due to the limited utility beyond their existing use and limited market demand within this sector.

5

Commercial in the Northwest

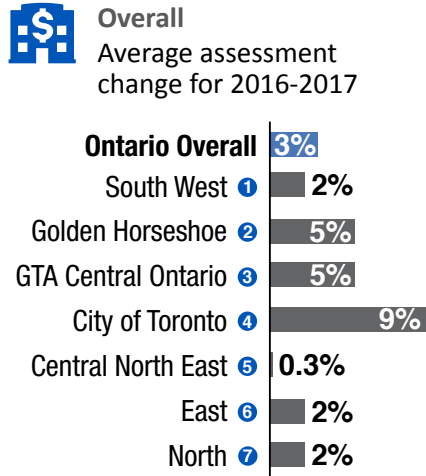
The main urban centres of Thunder Bay, Kenora, Dryden and Fort Frances are experiencing the most consistent assessment increases in the region. Affordable housing market conditions along with stability in the mining and forestry sector have contributed to steady market conditions in the commercial sector.

6

Commercial in Northeastern Ontario

Northeastern Ontario is seeing the lowest average change in commercial properties in the region. Increases to small retail properties are tempered in part due to the continued development of big box centres in these communities which have drawn consumers from traditional retail markets. Office buildings and large shopping centre values have outperformed small retail as sectors and investors outside of Northern Ontario see value in investing in the North due to low interest rates.

Commercial Value Comparison



Commercial market trends include average annual assessment change (2016-2017), Fair Market Rent, Vacancy, Non-Recoverable, Capitalization.

Industrial

MPAC conducted pre-roll consultations and/or information sessions with the Ontario Business Improvement Areas (BIA) Association and member BIAs from across Ontario, ONroute Service Centres, the Gravel Pit Industry, municipalities, the Ministry of Finance and Infrastructure Ontario to get an improved understanding of how assessment changes will impact various groups in this sector. Provincially, industrial property values have increased on average by 3% annually since 2012. Over the next four years, the average industrial property will increase by 12%.

1

Upward trends continue

Standard industrial property sales indicate the industrial market remains strong in the Greater Toronto Area.

2

Rebounding market in Southwestern Ontario

The market in Southwestern Ontario remains stable with industrial sales rebounding in Windsor/Chatham.

3

Logistics a key driver for this segment

Access to main transportation routes along the 400 series highways and large distribution centres continues to stimulate industrial markets.

4

Steady growth province-wide

Central, east and northern areas of the province continue to experience stable industrial markets.

5

Interest rates are low

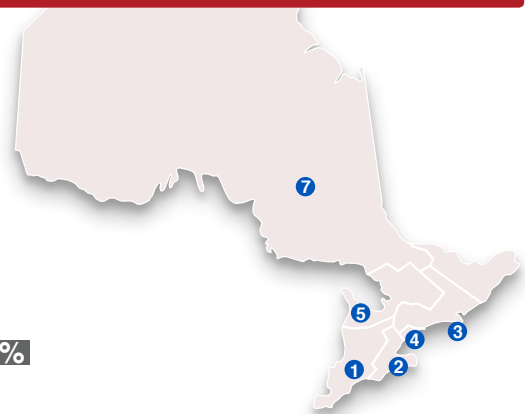
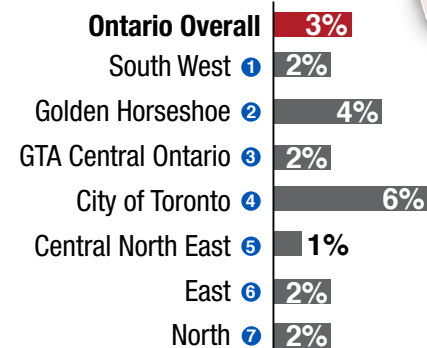
Historic low interest rates have fueled growth in industrial property sales.

Industrial Value Comparison



Overall

Average assessment change for 2016-2017



Industrial maps show the average annual assessment change for industrial properties for year one of the phase-in (2017) for standard industrial properties only.

Key Improvement Areas

- More than 62,000 sales investigations on commercial/industrial properties province-wide, representing almost 90% of all sales for the province
- Staff reviewed and updated more than 2.8 million data elements
- Engagement has focused on property owners and stakeholders most likely to be affected by changes (either in methodology or value) and those who have expressed an interest in participating in pre-roll discussion and consultation

Methodology Changes

MPAC engaged key stakeholder groups, municipalities, property owners and the Ministry of Finance in discussions about methodology changes in advance of the update. Key changes include:

- **Big Box Stores** – changed from the income approach to the cost approach
- **Consolidated Courthouses** – changed from the income approach to the cost approach
- **Billboards** – assessed using the regulated cost approach and included in the commercial property class
- **Equity Co-ops/Co-ownerships** – returning to its approach of valuing Equity Co-ops and Co-ownerships by the direct sales comparison approach
- **Multi-Residential** – changed the application of the income approach from a Gross Income Multiplier approach to a direct capitalization of net income

Improved Understanding

Multi-residential and business owners have access to a range of assessment tools and information to assist them in understanding how MPAC has assessed their property. These tools include:

- A new [Multi-Residential Brochure](#) and [Infographic](#) with an overview of MPAC's approach to valuing multi-residential properties
- A [Small Commercial and Industrial Properties Brochure](#)
- [Understanding your Business Property Assessment Notice Brochure](#)
- A video that explains the [Request for Reconsideration Process for Business Properties](#)
- [Business Market Trends](#) for Commercial, Industrial and Multi-Residential properties





Large and Special Purpose Business Properties

Large and special purpose business properties are generally characterized as properties that have a unique design, layout, size, construction materials and/or building services that facilitate one or a limited number of uses.

- They have limited market possibilities, except as a going concern business
- They typically have specialized building services
- They tend to serve large market areas that are more regional, national or international in scope
- They generally contain machines and machine fittings that are designed to facilitate one purpose
- Adaptation to other uses is typically challenging, requiring significant alterations and rarely finding economically viable uses for all of the improvements

As part of MPAC's delivery of the 2016 Assessment Update and the implementation of the recommendations under the Ministry of Finance's [Special Purpose Business Property Assessment Review \(SPBPAR\) Report](#), MPAC established an [Advance Disclosure Protocol for Large and Special Purpose Business Properties](#).

The protocol provided municipalities and property taxpayers with the opportunity to review and comment on MPAC's market analytics and preliminary assessed values for large and special purpose business properties in advance of roll return.

Under the Ministry of Finance's Section 10 directive, MPAC was required to develop [Methodology Guides](#) for the following large and special purpose business property types:

- Pulp and Paper Mills
- Saw Mills
- Value-Added Wood Products Manufacturing Plants
- Steel Manufacturing Plants
- Automotive Assembly Plants
- Automobile Parts Manufacturing Plants

Recognizing the complexities surrounding other property sectors, MPAC followed the same procedure for the following additional large and special purpose business property types:

- Pharmaceutical Manufacturing
- Chemical Manufacturing
- Oil Refineries
- Mining
- Food Processing
- Aerospace

Consultation

Engagement and collaboration has provided municipalities and property owners with an opportunity to review and comment on MPAC's sector level analytics and preliminary assessed values for large and special purpose business property types.

Preliminary valuation summaries were shared with property owners and municipalities in May of 2016 encouraging property owners and municipalities to review the information and provide feedback, and to share alternate data, evidence and analysis with MPAC. This feedback was reflected in the updated preliminary values distributed by MPAC on October 4, 2016, which allowed property owners and municipalities a final opportunity to review their revised preliminary summary and offer input prior to Property Assessment Notice delivery on November 28, 2016.

Our Approach to Value



The Municipal Experience

A redesigned [Municipal Connect™](#) allows for better understanding and management of the assessment base and assessment at risk, and offers municipalities a modern and flexible way to access assessment information.

To better support the management of municipal services and provide further insight into the 2016 Assessment Update, Municipal Connect™ provided municipalities with access to preliminary values allowing for early consultation/discussion with the goal of greater roll stability and predictability.

Many enhancements were made in the development of Municipal Connect 2.0. Key changes include:

- Access to preliminary values through the Pre-Roll Consultation File for the 2016 Current Value Assessment (2017 to 2020 tax years)
- Weighted assessments based on a municipality's specific ratios
- New and enhanced mapping and satellite photo capabilities, including property type and assessment parcel overlays
- Access to Commercial/Industrial preliminary values
- Access to Assessment Review Board appeal and Request for Reconsideration information

MPAC staff continue to work to provide additional enhancements to meet municipalities' unique needs. Throughout 2017, we will continue to transition functionality from the classic version of Municipal Connect, offer municipalities improved flexibility to build on-demand reports, as well as continue to improve the ability to search, sort, and monitor properties.

Conclusion

Throughout the 2016 Assessment Update, we have placed careful and deliberate focus on increased transparency and a shared understanding of property assessments.

Careful consideration was given to property sectors where there was a change in methodology, and we have worked collaboratively to engage municipalities, stakeholders and property owners to deliver fair and accurate property assessments.

Significant improvements were introduced this year including the early mailing of Notices, revamped aboutmyproperty.ca site, redesigned Property Assessment Notices, work on advance disclosure, early engagement and pre-roll discussions. These changes share a common goal that is rooted in MPAC's commitment to bring stability and predictability to municipalities' tax base.

As final rolls are delivered, and we enter the first year of Ontario's next four-year cycle, we remain focused on continuing to support all our stakeholders with regard to 2016 base year assessments. We are also committed to continuously improving our service to stakeholders and encourage you to share your feedback with us on the delivery of the 2016 Assessment Update.

Looking forward, we are excited to foster continuous improvements in service delivery through greater collaboration between MPAC and municipalities.

Your local [Municipal and Stakeholder Relations team](#) is available to support you throughout the Assessment Update and beyond. Please contact your Regional Manager, Account Manager or Account Support Coordinator if you have questions or would like more information about this report.



Care close
to home

December 20, 2016

Mayor & Council
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury, ON
P0J 1K0

Mayor Kidd and Council:

On behalf of the Temiskaming Hospital Foundation – Care Close to Home Campaign Cabinet Committee, I wanted to convey how grateful we are for the Council's support and decision to designate the proceeds of the sale of the New Liskeard Medical Centre to the Care Close to Home Campaign. This generous gift will help ensure the success of our fundraising efforts.

In essence, the City's investment will ensure the sustainability of our hospital's goal to purchase the necessary equipment, thereby helping to ensure its long term viability and sustainability.

Your extraordinary support tells our community that you share the commitment to deliver the modern standards of medical care. We look forward to working with you in 2017.

Sincerely,

Susan Cavanagh
Chair, Temiskaming Hospital Foundation-Care Close to Home

SC/jj

421 Shepherdson Road | New Liskeard, ON P0J 1P0
Tel: 705.647.8121 | Bus. Line: 705.647.1088 | FAX: 705.647.5800

421, chemin Shepherdson, New Liskeard, ON P0J 1P0
Tél: 705.647.8121 | Ligne d'affaires: 705-647-1088 | Téléc: 705.647.5800



Des soins près
de chez soi

109

JAN 17/17

10 h)

Ministry of
Transportation

Ministère des
Transports

Office of the Minister

Bureau du ministre

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
416-327-9200
www.ontario.ca/transportation

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416-327-9200
www.ontario.ca/transports



DEC 12 2016

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

Dear Mayor Kidd:

As you know, our government is committed to working with municipalities to reduce congestion, improve the environment, and support economic growth. Overall, since 2003, we have invested more than \$21.8 billion in public transit in Ontario. These investments are paying off – in 2015, public transit ridership in Ontario increased by more than 217 million passenger trips, compared to 2003.

We remain committed to providing a long-term, stable and predictable transit funding source for Ontario municipalities by providing two cents per litre of provincial gas tax to improve and expand transit. Ontario moved forward with our commitment to make gas tax funding permanent with the passage of the *Dedicated Funding for Public Transportation Act, 2013*.

Since 2004, we have committed \$3.8 billion for municipal transit through the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), including \$334.5 million for this, the thirteenth year of the program.

The City of Temiskaming Shores will be eligible to receive an allocation of \$130,203 for this program year.

Enclosed are four copies of a Letter of Agreement and the 2016/2017 Program Guidelines and Requirements. Please return two copies of the signed Letter of Agreement and the required supporting by-law by January 31, 2017, and the 2016 Reporting Forms by February 28, 2017 to:

Division Services and Program Management Office
Ministry of Transportation
27th Floor, Suite #2702
777 Bay Street
Toronto, Ontario
M7A 2J8

JAW 12/17

The City of Temiskaming Shores currently provides a public transit service that includes service to, and receives financial contributions from the Town of Cobalt.

As your municipality is the host for the provision of this joint service, we therefore request that your supporting Council by-law confirm that your municipality is continuing to act as the host for the other supporting municipalities.

If you have any questions regarding the Program, please contact Vinay Sharda, Director, Transit Policy Branch, at (416) 585-7347.

Sincerely,



Steven Del Duca
Minister

Encl.

- c. Her Worship Tina Sartoretto, Mayor, Town of Cobalt
John Vanthof, MPP, Timiskaming-Cochrane



Zone K-1 & Area Veterans Home Corporation
259 Gordon Dr. Haileybury, ON P0J 1K0
PH: 705-672-2557 FAX: 705-672-2558
vets@ntl.sympatico.ca

Mayor Carmen Kidd and Council
City of Temiskaming Shores
Haileybury, ON
P0J 1K0

December 21, 2016

Dear Mayor Kidd:

The Board of Directors would like to express their appreciation to Council for acting on our behalf in providing an Expression of Interest to the District School Board One in regards to the sale of the former Haileybury Public School.

The Board met this afternoon to hear a presentation from CGV Development and Jeff Kolibash, CMHC Affordable Housing advisor. The architects have completed a study of the building and provided a preliminary plan. Unfortunately, because of the nature of the construction of the school, only 32 units can be accommodated. In addition, development costs would be prohibitive for us.

This is a disappointing conclusion that leaves no option but to forgo the school property as a possible location for a new affordable housing complex for seniors. The Board is now refocusing their attention on other possible sites and will keep you informed as to progress.

We still believe that by working together we can create something that will be a benefit for the entire community.

Yours truly,

Jan Edwards
Property Manager

Ministry of Citizenship
and Immigration

Minister

6th Floor, 400 University Avenue
Toronto ON M7A 2R9
Tel.: 416 325-6200
Fax: 416 325-6195

Ministère des Affaires civiques
et de l'Immigration

Ministre

400, avenue University, 6^e étage
Toronto ON M7A 2R9
Tél. : 416 325-6200
Télééc. : 416 325-6195



Ontario

RECEIVED

JAN - 6 2017

December 19, 2016

Dear Friends:

I am very pleased to invite your organization to participate in two of Ontario's volunteer recognition programs for 2017.

The Ontario Medal for Young Volunteers – presented to outstanding young volunteers between the ages of 15 and 24 for their contributions and dedication to improve the quality of life in their communities and beyond. Deadline for nominations is **January 15**.

The Ontario Volunteer Service Awards – presented in recognition of continuous years of service to a single community organization. Deadline for nominations is **January 25**.

This year we have created four new pin categories that will help us celebrate more of the longer serving volunteers. The pins include 35+, 45+, 55+, and 65+ years of service.

Every day thousands of Ontarians of all ages give their time and talent to thousands of community organizations, and help hold our communities together. By submitting a nomination, you can help ensure that volunteers receive the recognition they deserve.

Instructions on submitting your nomination for these and other award programs can be found on the Ministry of Citizenship and Immigration website at: ontario.ca/honoursandawards

If you have any questions please call the Ontario Honours and Awards Secretariat at 416-314-7526 toll free 1-877-832-8622 or TTY 416-327-2391.

I will also take this opportunity to invite you to visit the Ontario Volunteer Gateway (www.findmyspark.ca), known as "Spark Ontario". This website encourages Ontarians to volunteer and makes getting involved easier by creating new pathways to volunteering. It may be of interest to you when posting your next volunteer opportunities.

I look forward to celebrating Ontario's volunteers. Thank you for participating.

Sincerely,

Handwritten signature of Laura Albanese in black ink.

Laura Albanese
Minister

JAN 17/17

January 11, 2017

54-18-010-006-026

Conseil scolaire public du Nord-Est de l'Ontario
C.P. 3600
820 promenade Lakeshore
North Bay, Ontario
P1B 9T5

Attention: Patrick Cantin, PQS – Supervisor of Plant Services

Re: Woodworking Shop – 183 Broadwood Ave – Declared Surplus

This is in response to your correspondence under date of December 1st, 2016 in regards to the school board surplusing the above noted facility.

Your correspondence was circulated to internal departments as well as considered by Council at the December 20, 2016 Regular Council meeting. The City of Temiskaming Shores has no interest in the acquisition of this property.

I trust this is to your satisfaction. If you require further information do not hesitate to contact the undersigned.

Yours truly,



David B. Treen
Clerk

1.0 CALL TO ORDER

The meeting was called to order at 4:50 p.m.

2.0 ROLL CALL

PRESENT:	Tammie Caldwell - Director of Recreation, Linda St. Cyr, Amanda Mongeon, Val Haboucha,
REGRETS:	Mayor Carman Kidd, Councillor Jesse Foley, Nick Black

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were no revisions or deletions to the agenda.

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2016-011

Moved by: **Amanda Mongeon**

Seconded by: **Linda St. Cyr**

Be it recommended that the Bicycle Friendly Community Committee agenda for the December 5th, 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-2016-012

MOVED BY: **Amanda Mongeon**

SECONDED BY: **Linda St. Cyr**

Be it recommended that the minutes of the Bicycle Friendly Community Committee of September 12th, 2016 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

- i) *Stamping*

9.0 NEW BUSINESS

I. Bicycle Friendly Community Award

The Committee discussed the application to the Share the Road Cycling Coalition to be awarded a designation as a Bicycle Friendly Community. The results are to be announced in the next few weeks.

ii) Update: Climate Change Action Plan: Transportation Sector Discussion Paper

The Discussion paper was distributed to Committee members, comments were received and submitted.

iii) Update: MTO Province-Wide Cycling Network Study

The hard copy of the presentation was distributed to the Committee members by email, Tammie Caldwell attended the session in North Bay and noted that the priority route was west from North Bay towards Sudbury and Wawa with the secondary route covering the northeast, and that the routes are by-passing smaller communities.

iv) Update: Letters to Landowners - Quarry

Tammie is in contact with the municipal insurance provider to glean more information on the impact of a land use agreement to the city's coverage.

v) Update: Trail Signs

The municipality under AODA legislation is required to have signage at trailheads that provide the length of the trail, slope, level of difficulty, and surface type. The Committee agreed that these signs would be located at Harborfront, the PF Centre, and the Dymond Firefighter's Park.

An example of the Town of Collingwood's trail etiquette was circulated and it was agreed to use the same information in the trail head signs.

It was noted that the signs be in both official languages.

vi) BFC Workshop and Strategic Plan

The Committee reviewed the information Amanda Mongeon had compiled timelines from the workshop held in June of 2015 and added timelines. Amanda will finalize the document for the March meeting and in the meantime Committee Members will

work on specific tasks including: signage, maps, bike racks, Stay Safe, Stay Back program, Bike Swap, review of Haltom Hills Bike Challenge, a plan for cyclist counts in 2017 and work on a Ride a Mile in My Shoes program.

A working group meeting is scheduled for Monday February 6th at 5 pm at St. Cyr and Associates to plan activities for the Bike Month in June.

vii) *Open Space Day, Community Group Meeting*

The Committee had originally discussed having a community meeting during the winter or spring months to gather information on where people cycle in Temiskaming Shores and where they would like preferred routes.

It was determined that this information could be gained through the events of Bike Month and will be discussed at the February Meeting.

10.0 SCHEDULE OF MEETINGS

- Monday February 6th, 2017 – Bike Month Working Group Meeting
- Monday March 6, 2017
- Monday June 5th, 2017
- Monday September 11, 2017
- Monday, December 4th, 2017

11.0 CLOSED SESSION

- None

12.0 ADJOURNMENT

Recommendation BFCC-2016-013

Moved by: **Amanda Mongeon**

Be it recommended that:

1. The Bicycle Friendly Community Committee meeting be adjourned at 6:45 p.m.

CARRIED

Committee Chair

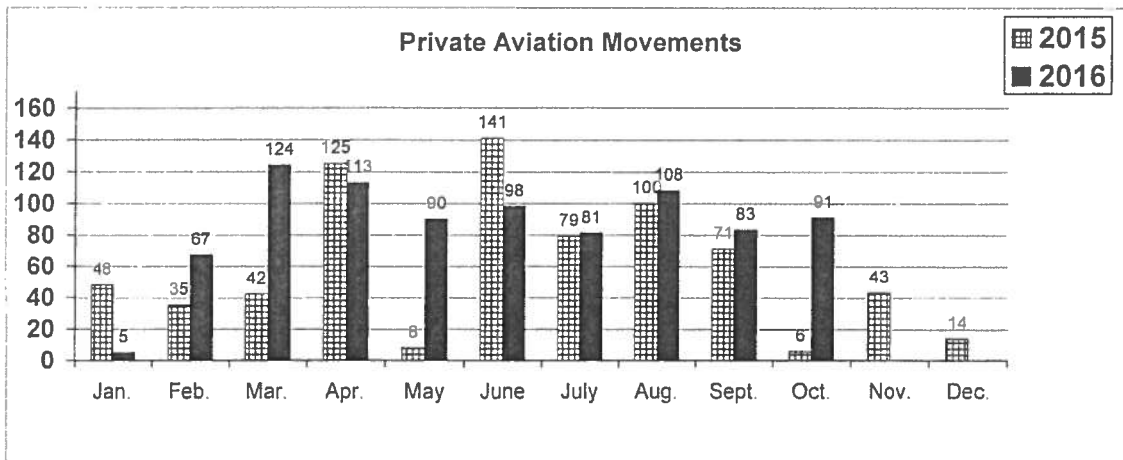
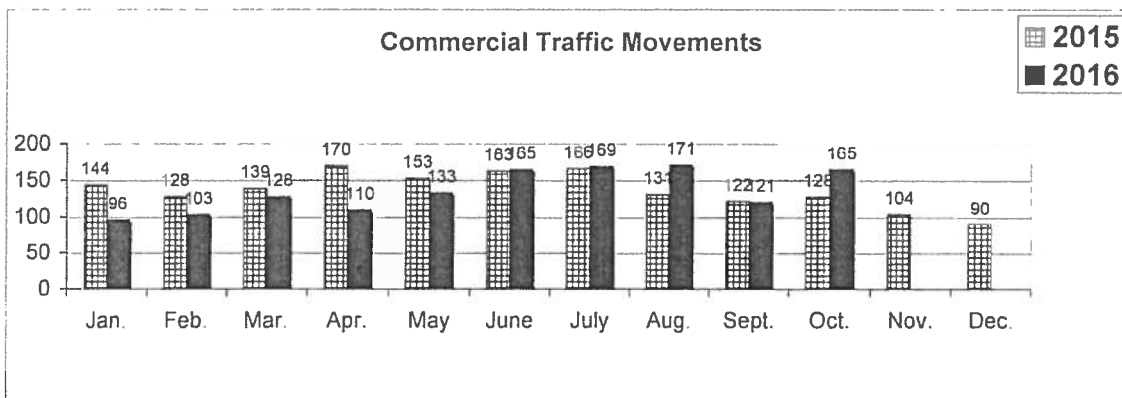
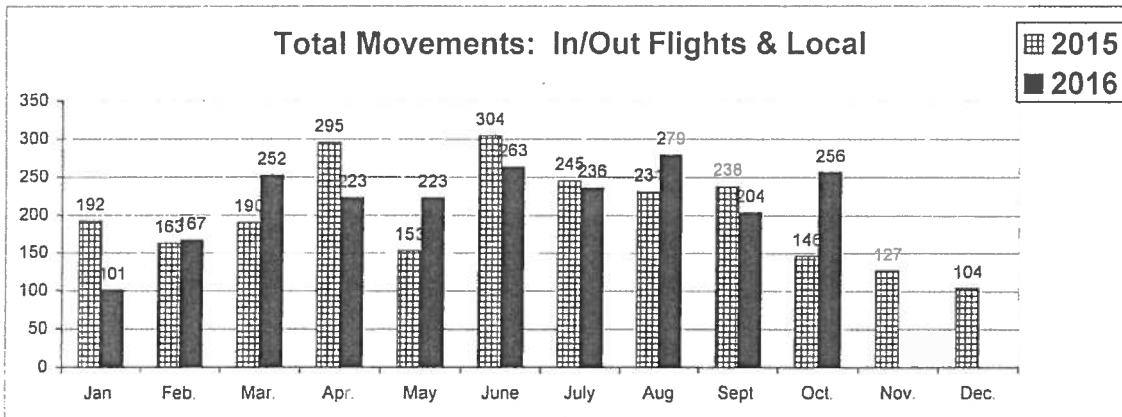
Recorder

EARLTON-TIMISKAMING REGIONAL AIRPORT OCTOBER 2016

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$13,828	\$109,755
Operations	\$12,751	\$238,839
	\$26,579	\$348,594
<u>EXPENSES</u>		
Fuel	\$12,444	\$76,403
Operations	\$20,431	\$241,309
Capital Expenses		
	\$32,875	\$317,712
<u>NET PROFIT/LOSS</u>		
Fuel	\$1,384	\$33,352
Operations	-\$7,680	-\$2,470
Capital Expenses		
	-\$6,296	\$30,882
<u>FUEL INVENTORY - JET A1</u>	\$ 3,245	
<u>FUEL INVENTORY - AVGAS</u>	\$ 4,442	
<u>FUEL INVENTORY - DIESEL</u>	\$ 1,778	

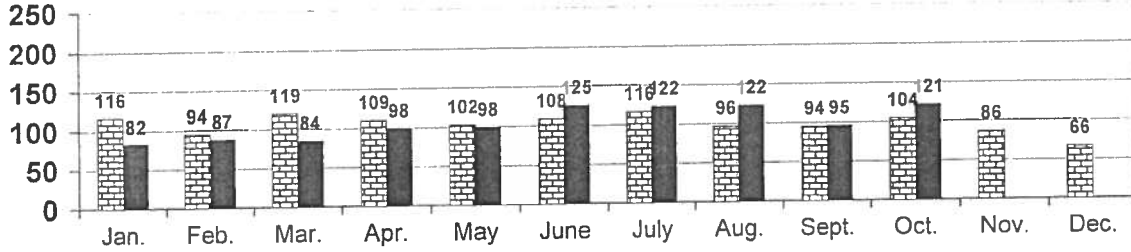
ANNUAL AIRCRAFT MOVEMENTS

AS OF OCTOBER 31, 2016



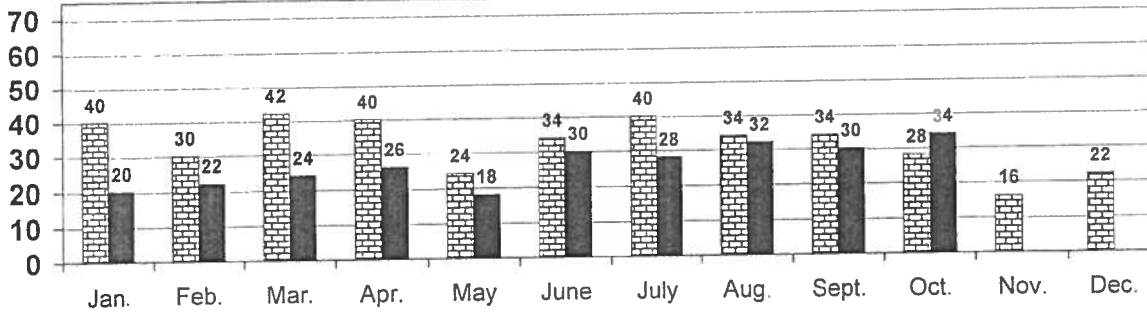
Air Carriers Movements

2015
2016



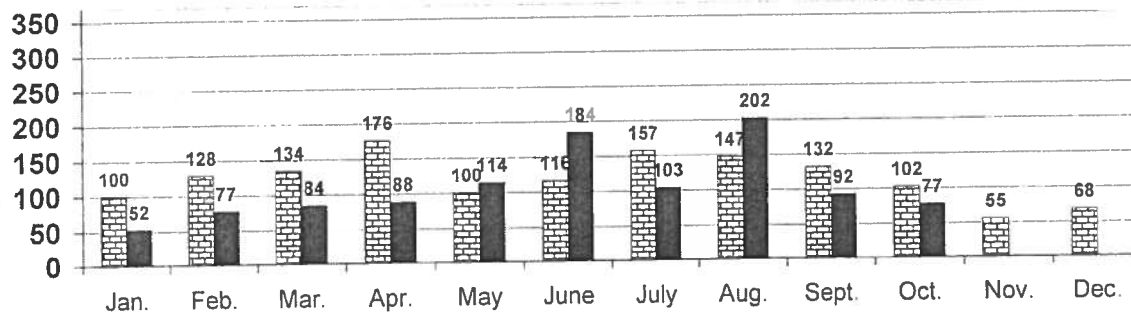
Air Ambulance Movements

2015
2016



Pgrs. via Air Charter

2015
2016



MANAGER'S REPORT OCTOBER 2016

AMCO Convention:

I went to the Convention of the Airport Management Council of Ontario in North Bay early in October. It was well attended. Many presentations were made. Items of note:

Magnes Insurance will be reviewing member policies to give us individual quotes based on our group application.

There is optimism about changes to ACAP (Airport Capital Assistance Program) for projects to be funded.

The MTO (Ministry of Transportation Ontario) now operates 29 Airports in remote northern communities.

Health and safety for Airports falls under Employment and Social Development Canada.

I also visited the exhibitor's displays, focused on refuelling equipment and cardlock systems. We made some good contacts for when we are ready to tender out our upgrade to a new system.

Fuel Sales:

Another record month for fuel sales. 9184 total litres. 2513 litres Avgas, and 6671 Jet A1 are the highest sales in October since 2007. Fuel sales usually decline at this time of year. A fellow that I worked with about 30 years ago doing airborne geophysics showed up with his own system. He helped with the Jet A1 fuel sales while doing a job in our area. He plans to be back in December.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

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

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	\$10,057.00
Casey	374	\$2,973	\$2,973.00
Chamberlain	346	\$2,751	\$2,751.00
Charlton and Dack	670	\$5,327	\$5,327.00
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	\$4,221.00
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	\$3,689.00
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	\$1,805.00
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	\$80,494.00
Thornloe	110	\$875	\$875.00
Total Contributions	18218	\$144,833	\$136,066.00

Donation

Kerns	349	\$2,775	\$2,775.00
Total Contributions		\$147,608	\$138,841

As of November 17, 2016



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on November 2, 2016 at 6:30 P.M.

New Liskeard – Timiskaming Health Unit Boardroom

1. The meeting was called to order at 6:40 p.m.

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Sherri Louttit	Provincial Appointee
Jesse Foley	Municipal Appointee for Temiskaming Shores
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Twp of Coleman
Jean-Guy Chamaillard	Municipal Appointee for Town of Kirkland Lake
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Maria Overton	Provincial Appointee
Mike McArthur	Municipal Appointee for Temiskaming Shores
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier

Regrets None

Timiskaming Health Unit Staff Members

Dr. Marlene Spruyt	Medical Officer of Health/Chief Executive Officer
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health
Rachelle Côté	Executive Assistant

3. Presentation: **Sexual Health**
by Annick Brown & Erin Cowan

4. **APPROVAL OF AGENDA**

MOTION #71R-2016

Moved by: Audrey Lacarte

Seconded by: Sue Cote

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on November 2, 2016, as presented.

CARRIED

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

None.

6. **APPROVAL OF MINUTES**

MOTION #72R-2016

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health approves the minutes of its regular meeting held on October 5, 2016, as presented.

CARRIED

7. **BUSINESS ARISING**

None

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

MOTION #73R-2016

Moved by: Mike McArthur

Seconded by: Jesse Foley

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

CARRIED

9. **MANAGEMENT REPORTS**

a. **Q3 Board Report**

The Q3 Board Report was distributed for information.

b. **Staff List**

The current staff list was distributed for information.

10. NEW BUSINESS**a. Resolution #02-2016 - Exploration of Taxation of Sugar Sweetened Beverages
MOTION #74R-2016**

Moved by: Kim Gauthier

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the resolution #02-2016 - *Exploration of Taxation of Sugar Sweetened Beverages* as presented.

CARRIED

11. CORRESPONDENCE**MOTION #75R-2016**

Moved by: Sue Cote

Seconded by: Merrill Bond

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

- Peterborough Public Health
Correspondence considered from Grey Bruce Health Unit to request that the Government increase funding in the areas of research, treatment and surveillance and education for Lyme Disease.
- Municipality of Chatham-Kent
Motion to consider the report from Thunder Bay District Health Unit concerning Food Security and the need for the implementation of a universal hot meal program in Ontario elementary and secondary schools.
- Peterborough Public Health
Correspondence considered regarding the report from Thunder Bay District Health Unit concerning Food Security and the need for the implementation of a universal hot meal program in Ontario elementary and secondary schools.
- Peterborough Public Health
Motion to endorse the resolution from Algoma Public Health, regarding the *Changes to the HPV Immunization Programs* and requesting to increase the annual funding for the Vaccine Preventable Disease Program to levels necessary to meet the mandate.

CARRIED

12. IN-CAMERA**MOTION #76R-2016**

Moved by: Maria Overton

Seconded by: Mike McArthur

Be it resolved that the Board of Health agrees to move in-camera at 7:15 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (October 5, 2016)
- b. Identifiable Individuals

CARRIED

13. **RISE AND REPORT**

MOTION #77R-2016

Moved by: Tony Antoniazzi

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to rise with report at 7:32 p.m.

In-Camera Minutes

MOTION #78R-2016

Moved by: Kim Gauthier

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on October 5, 2016, as presented.

CARRIED

14. **DATES OF NEXT MEETINGS**

The next Board of Health meeting is scheduled for December 7, 2016, in New Liskeard.

15. **ADJOURNMENT**

MOTION #79R-2016

Moved by: Maria Overton

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:40 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

EARLTON-TIMISKAMING REGIONAL AIRPORT

MUNICIPAL SERVICES BOARD (MSB)

MINUTES

Thursday November 17th, 2016

Council Chambers, Township of Armstrong

Earlton, Ontario

Attendance: Dominique Nackers, Marc Robillard, Doug Metson, Barbara Beachey,
Pauline Archambault, Debbie Veerman, Carman Kidd, Morgan Carson, Bryan McNair,
Charlie Codd

Guests: Darlene Wroe, *Robert Ethier, George Daviau, Kevin Kerille,
Reynald Rivard, Peggy Harrison,*

Regrets: Sheila Randell, Harold Cameron, Ron Vottero

Absent: Ken Laffrenier, James Twp. Rep.

1. Welcome: Meeting called to order

Moved by: Doug Metson

Seconded by: Charlie Codd

BE IT RESOLVED THAT "the meeting of November 17th, 2016" be called
to order at 7:00 p.m. by Vice-Chairman, Marc Robillard.

Carried

2. Approval of Agenda

Moved by: Barbara Beachey

Seconded by: Doug Metson

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

Carried

3. Minutes of Last Meeting

Moved by: Doug Metson

Seconded by: Charlie Codd

BE IT RESOLVED THAT "the Minutes of the meeting held October ^{20th}~~17th~~, 2016
be adopted as presented."

Carried

4. Errors or Omissions

There were no errors or omissions.

5. Business Arising from the Minutes

None

6. Closed Session

Moved to Agenda item 9 (a).

7. Committee Reports

(i) Property and Maintenance Committee Report

No report.

(ii) Human Resources Committee

No report.

8. Chairman's Remarks/Report

No report.

9. Any Other Business

Peggy from TRACC gave a copy of their financial report that had been previously requested by the Airport Board.

(a) Motion to Move to Closed Session (7:10 pm)

Moved by: Barbara Beachey

Seconded by: Carman Kidd

Motion to move out of Closed Session (8:30 pm)

Moved by: Doug Metson

Seconded by: Charlie Codd

Articles of Incorporation were signed by all members, with the exception of two signatures, Ken Laffrenier and the James Township member.

Reynald Rivard will confirm if the Township of Armstrong has to declare the airport surplus before it can be sold to ETRAA.

Marc Robillard asked if it will be a problem to acquire insurance under the new Authority as the current insurance is under the Township of Armstrong. Also, will the current airport employees remain under the Township of Armstrong as of January 1, 2017?

It was asked if any remaining money will be split between the member municipalities at the end of the MSB? Discussion around this and a general consensus appeared to agree that any monies would stay as a bonus to the new Authority for its use.

Short discussion about the current fuel tanks being replaced before ETRAA takes over the MSB.

10. Adjournment

Moved by: Carman Kidd

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "this meeting be adjourned at 8:47 pm". The next meeting will be held December **15th**, 2016 at 7:00 p.m. in the Armstrong Council Chambers.

Carried

Mau Rolland

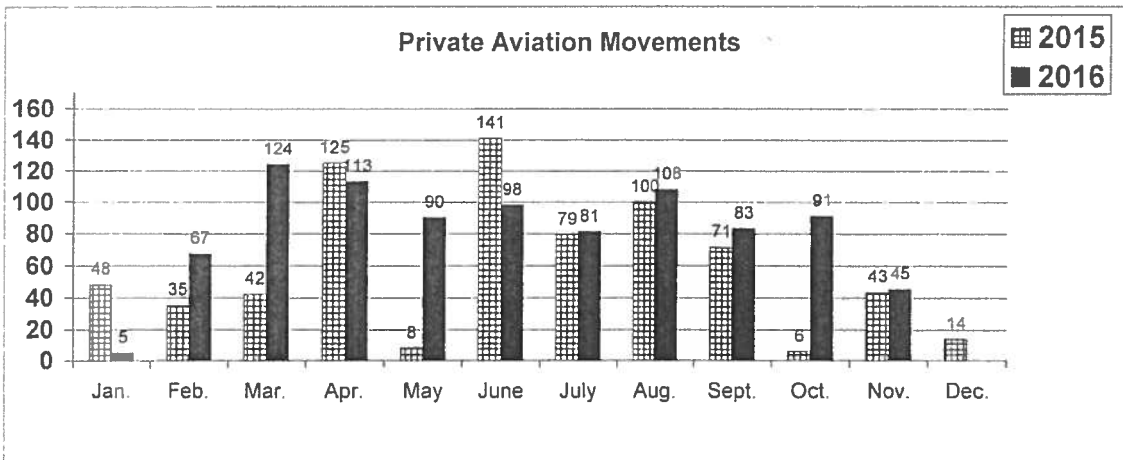
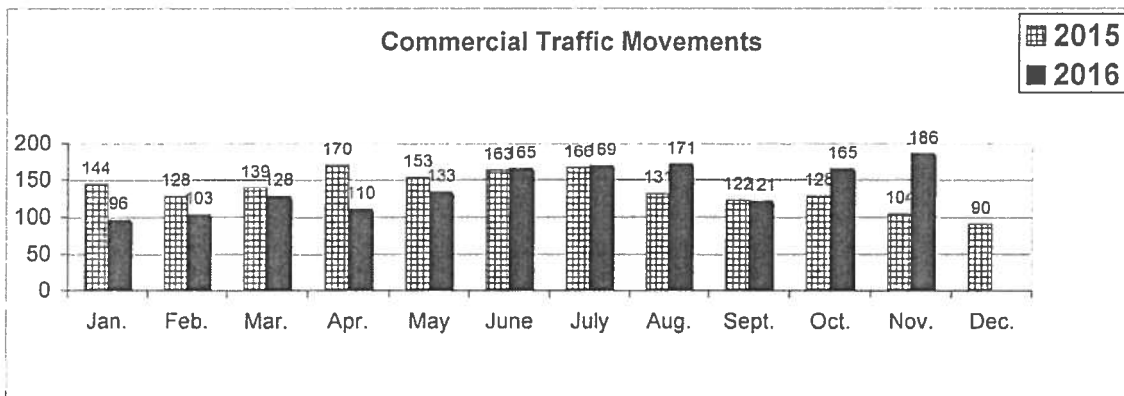
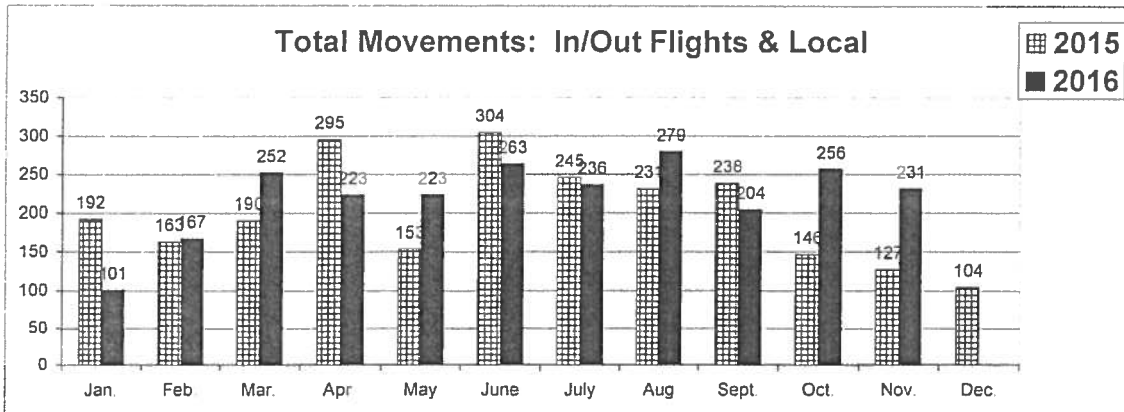
Shandell (for D. Vermeulen)

EARLTON-TIMISKAMING REGIONAL AIRPORT NOVEMBER 2016

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$22,389	\$132,144
Operations	\$55,125	\$293,965
	<hr/> \$77,514	<hr/> \$426,109
<u>EXPENSES</u>		
Fuel	\$15,576	\$91,979
Operations	\$31,181	\$272,490
Capital Expenses		
	<hr/> \$46,757	<hr/> \$364,469
<u>NET PROFIT/LOSS</u>		
Fuel	\$6,813	\$40,165
Operations	\$23,944	\$21,475
Capital Expenses		
	<hr/> \$30,757	<hr/> \$61,640
<u>FUEL INVENTORY - JET A1</u>	\$ 3,326	
<u>FUEL INVENTORY - AVGAS</u>	\$ 3,474	
<u>FUEL INVENTORY - DIESEL</u>	\$ 1,142	

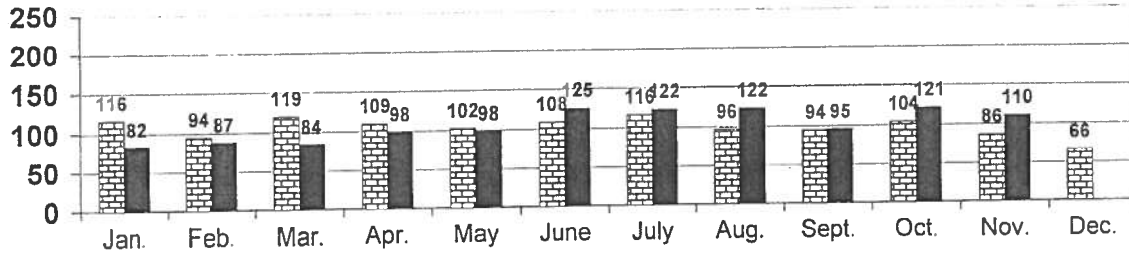
ANNUAL AIRCRAFT MOVEMENTS

AS OF NOVEMBER 30, 2016



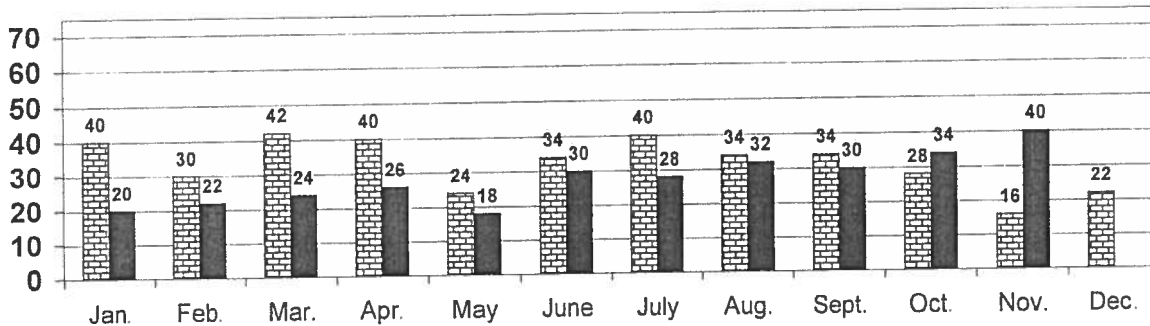
Air Carriers Movements

2015
2016



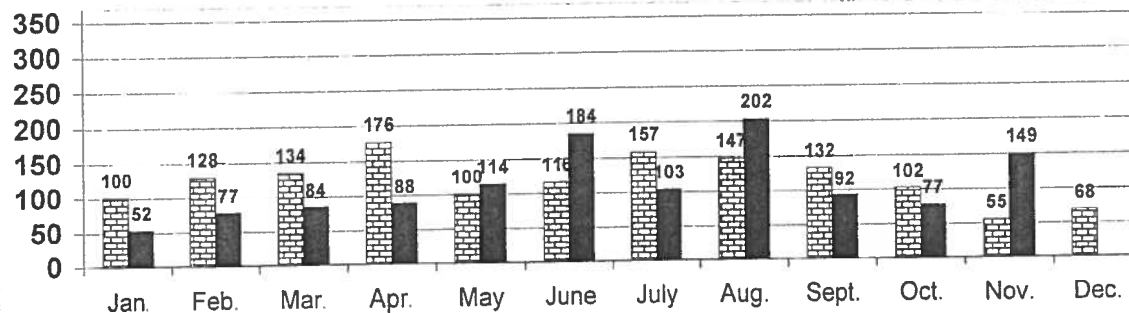
Air Ambulance Movements

2015
2016



Pgrs. via Air Charter

2015
2016



MANAGER'S REPORT NOVEMBER 2016

FTU:

The Flight Training Unit is looking for an arrangement for landing fees other than the posted rate.

Fuel Sales:

15,563 litres of fuel was sold in November. This is the highest monthly fuel sales total of any month (not just November) since 2007 when the corporate client was working out of the large hangar. Broken down it was 1901 of Avgas and 13662 litres of Jet A1 fuel. The largest purchase went to the Royal Canadian Air Force C-130 Hercules at 7889 litres, and then 1700 litres to Georgia-Pacific. The Hercules fuelling again involved coordinating with our fuel supplier to have their truck here at the same time as the aircraft. It was fuelled in stages as our 4000 litre capacity had to be emptied and refilled each time. I thank the Aircraft Commander and his crew for their patience. Our TEMSAR search and rescue unit is to be commended for setting up this whole operation.

Snow:

Unlike last year, we are busy clearing the runway already. Our snow operations plan is now in effect.

Merry Christmas to all, and best wishes for a prosperous and healthy New Year.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

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

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	\$10,057.00
Casey	374	\$2,973	\$2,973.00
Chamberlain	346	\$2,751	\$2,751.00
Charlton and Dack	670	\$5,327	\$5,327.00
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	\$4,221.00
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	\$3,689.00
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	\$1,805.00
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	\$80,494.00
Thornloe	110	\$875	\$875.00
Total Contributions	18218	\$144,833	\$136,066.00

Donation

Kerns	349	\$2,775	\$2,775.00
Total Contributions		\$147,608	\$138,841

As of December 17, 2016

1.0 CALL TO ORDER

The meeting was called to order at 6:40 p.m.

2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd; Councillor Jesse Foley, Tammie Caldwell, Director of Recreation; Jeff Thompson, Superintendent of Community Programs; Paul Allair, Superintendent of Parks and Facilities; Danny Lavigne; ; Simone Holzamer; Richard Beauchamp
REGRETS:	City Manager, Chris Oslund; Amber Sayer; Chuck Durrant

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Tammie Caldwell requested that an item be added under New Business Section 9 Subsection v) Request from Timiskaming Home Support – Meals on Wheels

4.0 APPROVAL OF AGENDA

Recommendation RS-2016-075

Moved by: **Jesse Foley**

Seconded by: **Dan Lavigne**

Be it recommended that the Recreation Services Committee agenda for the December 12, 2016 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2016-076

Moved by: **Carman Kidd**

Seconded by: **Dan Lavigne**

Be it recommended that the Recreation Services Committee minutes of November 14th, 2016 be approved as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

i. Programming Update-Jeff Thompson

Jeff Thompson, Superintendent of Community Programming presented a report on operations.

Discussion

The Committee received the Update

ii. Facilities Update-Paul Allair

Paul Allair, Superintendent of Parks and Facilities presented a report on operations.

Discussion

The Committee received the Update

iii. Director's Update- Tammie Caldwell

Tammie Caldwell, Director of Recreation presented a report on overall department operations.

Discussion

The Committee received the update.

iv. Request for Use of Municipal Facility – Donald Bisson

Mr. Bisson requested the opportunity to lease a municipal facility to conduct mediation services on a Pro Bono basis.

Discussion

The Committee reviewed the request and approved the use of a municipal facility and directed the Director to contact Mr. Bisson to negotiate a facility and lease amount.

v) *Timiskaming Home Support – Use of Haileybury Arena Hall Kitchen*

The Director presented a request from Timiskaming Home Support for the use of the Haileybury Arena Hall Kitchen for the Meals on Wheels Program on Monday/Wednesday/Friday of each week beginning on February 1st, 2017.

Discussion

The Committee discussed the request and approved the use of the facility at a rate of \$400.00 including HST beginning February 1st, 2017 for a one year pilot program.

Recommendation RS-2016-077

Moved by: Richard Beauchamp

Seconded by: Dan Lavigne

Be it recommended that:

1. The Recreation Services Committee acknowledges the request from Timiskaming Home Support for the use of the Haileybury Arena Hall Kitchen on Monday/Wednesday/Friday weekly for the Meals on Wheels Program and approves the request at a rate of \$400.00 per month including HST for a one year pilot program beginning February 1st, 2017.

CARRIED

10.0 SCHEDULE OF MEETINGS

- Monday January 9th, 2017
- Monday February 13th, 2017
- Monday March 13th, 2017
- Monday April 10th, 2017
- Monday May 8th, 2017
- Monday June 12th, 2017

11.0 CLOSED SESSION

- None

12.0 ADJOURNMENT

Recommendation RS-2016-078

Moved by: Danny Lavigne

Be it resolved that the Recreation Services Committee meeting be adjourned at 7:03 p.m.

CARRIED



RECREATION SERVICES COMMITTEE MEETING MINUTES

Monday, December 12th, 6:30 p.m.

New Liskeard Community Hall-Former Council Chambers-90 Whitewood Ave

Committee Chair

Recorder

DRAFT

1. CALL TO ORDER

Meeting called to order at 1: 01 P.M.

2. ROLL CALL

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

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition under:
10. B) TMBA – Update
11. C) Accessible Parking Spaces

4. APPROVAL OF AGENDA

Recommendation PPP-2016-051
Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee agenda for the November 17, 2016 meeting be approved as amended.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2016-052

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the October 13, 2016 meeting be adopted as presented.

CARRIED

7. DELEGATIONS

- None

8. CORRESPONDENCE

- 453 Ferguson Avenue road sign:
The building department measured the parking space in concern. In order to address the parking space issues, the By-Law would need to be changed. This item was further discussed under item 11 C) Accessible Parking Spaces.
- New Liskeard Municipal Parking Lot (downtown):
The Committee was made aware of parking concerns at the municipal parking lot downtown New Liskeard. City staff will forward the concern to the By-Law Department for frequent enforcement of the area.

9. FIRE AND EMERGENCY SERVICES

a) Monthly Activity Report

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

- A total of 15 responses for the month of October.
- 2 human malicious incidents at the Northern College Residence Campus. Councillor Doug Jelly requested that the Fire Chief follow up with the local O.P.P. to recover a restitution fee to the City in the amount of the false alarm call.
- A total of 106 tickets have been issued under the traffic by-law. The group requested a quarterly ticket report.
- Haileybury Haunted Fire House saw over 600 attendees.

b) WETT Certification

The building department opted not to renew the annual WETT certificate. The Fire Prevention Officer requested the renewal. Christopher Oslund requested the Committee to provide further information on the reasoning. The Committee concluded that the Fire Prevention Officer proceeds with the renewal for knowledge purposes only and will not participate in active inspections.

c) FEMS 2017 Operations / Capital Budget

The Fire Chief and Christopher Oslund reviewed with the Committee the Fire Emergency Management Services 2017 Operations / Capital Budget. Implementation of a personal equipment replacement plan is ongoing and is anticipated to assist in the FEMS budget planning for years to come, noted the Fire Chief.

10. BUILDING / BY-LAW

a) Building Code Review – Temporary Shelters

Received for information purposes. The current Building Code act is under review, the City's Clerk was seeking the Committees position on temporary shelters. The Committee concluded that follow up is not required.

b) TMBA Agreement – Update

The City's CBO will continue to provide services to TMBA in 2017. City is currently discussing the possibility to share training services.

11. COMMUNITY GROWTH & PLANNING

a) Zoning By-law – Update

Jennifer Pye provided a Zoning By-Law Update. Planscape is currently working on finishing the review of the City's Official Plan policies and the comparison charts for the existing Zoning By-laws for permitted uses and lot standards, which will form the basis of the background study. They will also be completing a first run through of the existing zoning maps and reviewing and assessing notes from Rick Hunter's first visit to prioritize discussion topics.

b) Canadian Tire – Site Plan

The Ministry of Transportation is currently reviewing the stormwater management plan for the expansion to the existing Canadian Tire store and proposed site modifications. A portion of property proposed for site work is currently owned by RioCan and will need to be transferred to Canadian Tire prior to approval of the site plan, however RioCan requires in-principal approval of a site plan agreement before they transfer said property. The planning consultant has requested that, once MTO approval is given, the by-law authorizing the entering into of the site plan agreement be given first and second reading initially with third reading being given at a subsequent meeting once the property has been transferred.

c) Accessible Parking spaces

The Committee recommends that the parking by-law be reviewed by City staff. Upon further review of the above noted concern, the Committee agrees that a no parking sign be installed at 460 Ferguson.

12. ADMINISTRATION REPORTS

- None

13. CLOSED SESSION

- None

14. SCHEDULE OF MEETINGS

The next Protection to Persons and Property Committee meeting is scheduled for January 19, 2017 starting at 1:00 PM.

15. ADJOURNMENT

Recommendation PPP-2016-053

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:32 P.M.

CARRIED

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: January 17, 2017
Subject: Update – Various Funding Opportunities
Attachments: None

Mayor and Council:

Staff has been notified that the application for funding to the Ontario 150 Capital Program through the Ontario Trillium Foundation for upgrades to the Dymond Firemen's Park has been denied. The City committed a municipal contribution of \$27,900 in the 2017 Capital Budget program.

Staff has learned of other funding opportunities that may assist in funding this project including trail and playground resurfacing at the Dymond Fireman's Park:

1. Ontario Tire Stewardship (OTS) 2016 Community Renewal Fund
 - Provides up to \$50,000 in funding to help communities incorporate sustainable recycled rubber materials into public spaces.
 - Due November 30th, 2016 – application submitted
2. Trillium Mutual Insurance ROOTS Community Fund
 - Focus areas include Healthcare, Recreation and Wellness, Emergency Response, Agriculture and eco-sustainability/other
 - Due February 2nd, 2017

Staff has submitted an application to the Ontario Tire Stewardship Community Renewal Fund and will be applying to the Trillium Mutual Insurance ROOTS Community Fund.

Staff has also learned of the TransCanada Community Investment Program which focuses on safety, Community engagement and the environment. The application for funding will be for the purchase of recycling receptacles for the two municipal arenas.

Prepared by: _____ Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager



Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: January 17, 2017
Subject: Canadian Tire Site Plan Agreement 3rd Reading

Mayor and Council:

At the December 20, 2016 Council meeting Council considered Administrative Report CGP-026-2016 regarding the Site Plan Control Agreement (SPCA) for the proposed expansion of the Canadian Tire store located at 997431 Highway 11 North. As outlined in the administrative report, a portion of the property, subject to the SPCA was not, at the time, owned by Canadian Tire. In order to transfer the property to Canadian Tire the owner had requested the SPCA be provisionally approved (1st & 2nd reading). Consequently By-law No. 2016-184 was given 1st and 2nd reading.

As of January 13, 2017, the above-mentioned severance has been finalized and staff have received confirmation that the properties have been transferred as required. The agent for the property owner has requested that Council give 3rd and final reading to By-law No. 2016-184.

Once the By-law is adopted staff will arrange for the signing of the agreement, and subsequent registration of the by-law and agreement on title to the property will be completed by the solicitor for the property owner at the property owner's expense. Prior to the issuance of any building permits the property owner will be required to post the site plan security deposit in accordance with the terms of the agreement.

It is recommended that Council give 3rd and final reading to By-law No. 2016-184 at the January 17, 2017 Regular Council meeting.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Subject: Amendment to By-law No. 2013-181
(SPCA) - 251 Shepherdson Road

Agenda Date: January 17, 2017
Report No.: CGP-001-2017

Attachments

Appendix 01: Draft by-law to amend Site Plan Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-001-2017; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-181 being a Site Plan Control Agreement for 251 Shepherdson Road for consideration at the January 17, 2017 Regular Council meeting.

Background

On November 5, 2013, Council passed By-law No. 2013-181 entering into a Site Plan Agreement with the then property owner 1470739 Ontario Ltd. (Hearn Construction) for the development of an office building at the property currently addressed as 251 Shepherdson Road. The building was constructed and the property subsequently transferred to the owner of the adjacent property for administrative staff of the trucking company (MD Transport).

The agent for MD Transport approached City staff in late 2016 regarding the construction of a 4.88 m x 9.14 m (16' x 30') addition on the east side of the building, extending the south wall. A building permit for the addition was granted on November 22, 2016.

Analysis

Some adjustments to the existing grading plan for the property were required by the owner's Engineer after the office building was constructed; however staff were of the opinion that these changes were minor and did not require an amendment to the agreement at that time.

Planning staff consulted with the applicant and the Building Department prior to the issuance of the building permit for the recent addition and determined that an amendment to the site plan agreement (By-law No. 2013-181) is necessary to reflect the previous alterations to the grading plan as well as the addition. It was staff's opinion that the construction could commence prior to the approval of the site plan amendment due to the following considerations:

- The relatively small size of the addition was not expected to have a significant impact on the existing grading and drainage plan for the property;
- The addition conformed with the requirements of the Town of New Liskeard Zoning By-law 2233;
- The addition was located outside of the MTOs Permit Control Area;
- No additional accessible parking spaces or accessibility considerations were required as a result of the addition;
- Additional entrances to the property were not proposed.

The owner has submitted a revised site plan as well as a revised lot grading plan prepared by a Professional Engineer. The same Professional Engineer prepared the lot grading plan for the existing site plan agreement and has provided a Site Inspection and Certification Report for the existing and revised stormwater management system on the property. This report grants final acceptance of the works and indicates that the system meets the requirements of the modified as-designed proposals and the stormwater runoff generated on this property will be adequately evacuated.

Staff recommends that Council adopt a by-law to amend the Site Plan Agreement for the property at 251 Shepherdson Road. The amendment will be registered on title to the property at the owner's expense.

Financial / Staffing Implications

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

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

Staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to amend By-law No. 2013-181 being a by-law to authorize the execution of a Site Plan Control Agreement for 251 Shepherdson Road / Roll No. 54-18-010-007-001.07

Whereas Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the former Town of New Liskeard passed By-law No. 2218 designating certain areas within the municipality as Site Plan Control Areas;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2013-181 entering into a site plan agreement with 1470739 Ontario Ltd. for the development of the property located at 251 Shepherdson Road;

And whereas Council considered Administrative Report No. CGP-001-2017 at the January 17, 2107 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-181 to recognize the modified stormwater management plan, as well as the construction of an addition to the building for consideration at the January 17, 2017 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 article 21 of Schedule "A" to By-law No. 2013-181 be deleted in its entirety and replaced with the following:

Appendix 1 – Site Plan dated November 18, 2016; 583 Barr Drive, New Liskeard, Ontario, P0J 1P0; PIN 613380-049;

Appendix 2 – Grading Plan Dwg No. P-01 by H.S. Asfur, P. Eng. of Asfur Engineering dated October 2, 2013 being Revision No. 4 dated December 12, 2016;

Appendix 3 – Accessibility Parking by H.S. Asfur, P. Eng. of Asfur Engineering dated October 7, 2013.

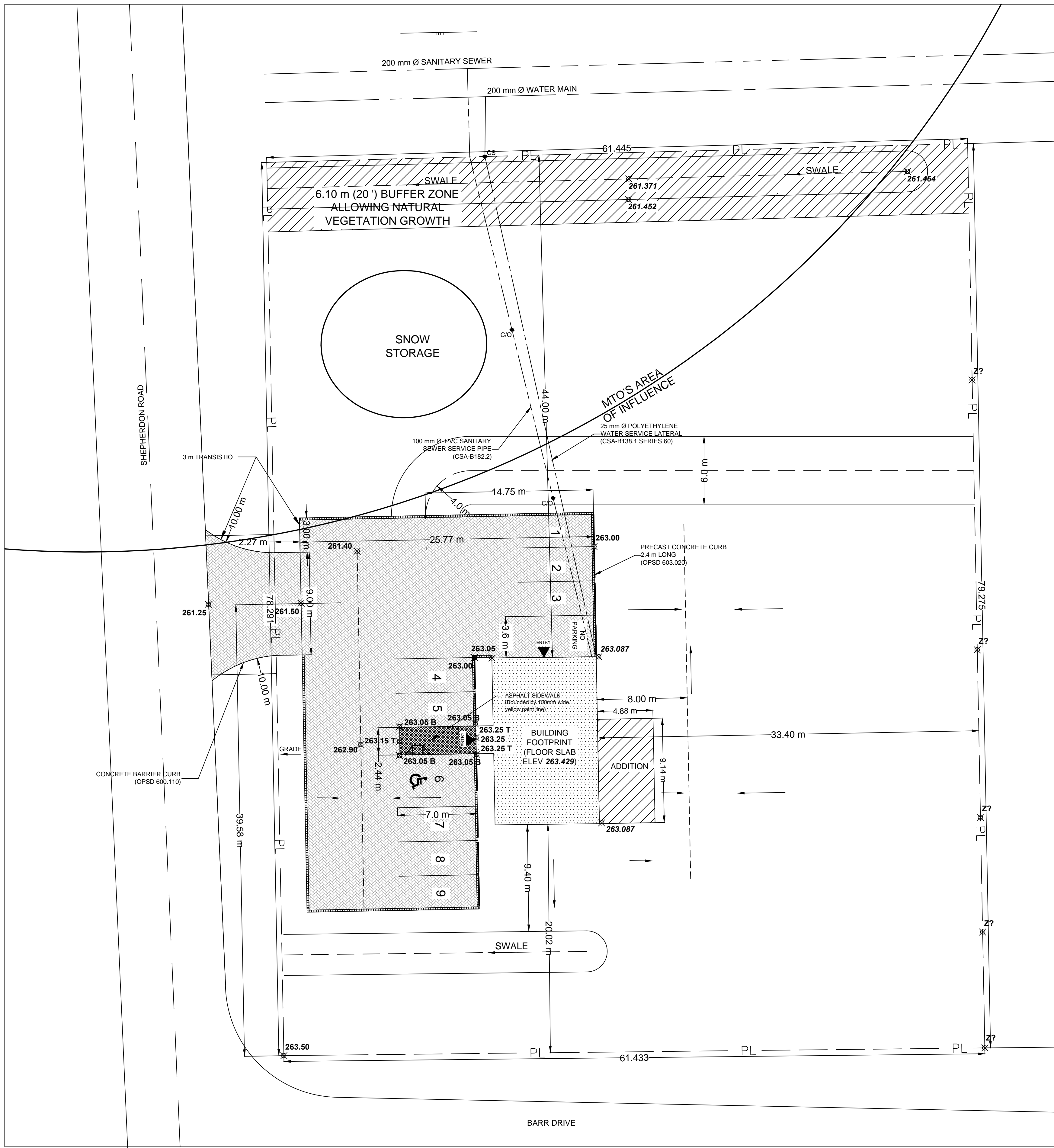
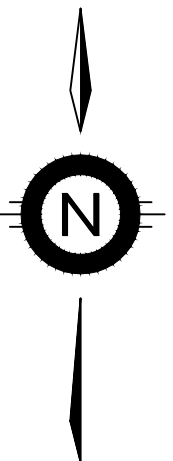
2. That Appendix 1 and Appendix 2 of Schedule "A" to By-law No. 2013-181 be removed and replaced with Appendix 1 "Site Plan" and Appendix 2 "Grading Plan" attached hereto and forming part of this by-law.

3. That a Notice of the amended agreement shall be registered at the Land Titles Office in Haileybury; and
4. That this by-law takes effect on the day of its final passing; and
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

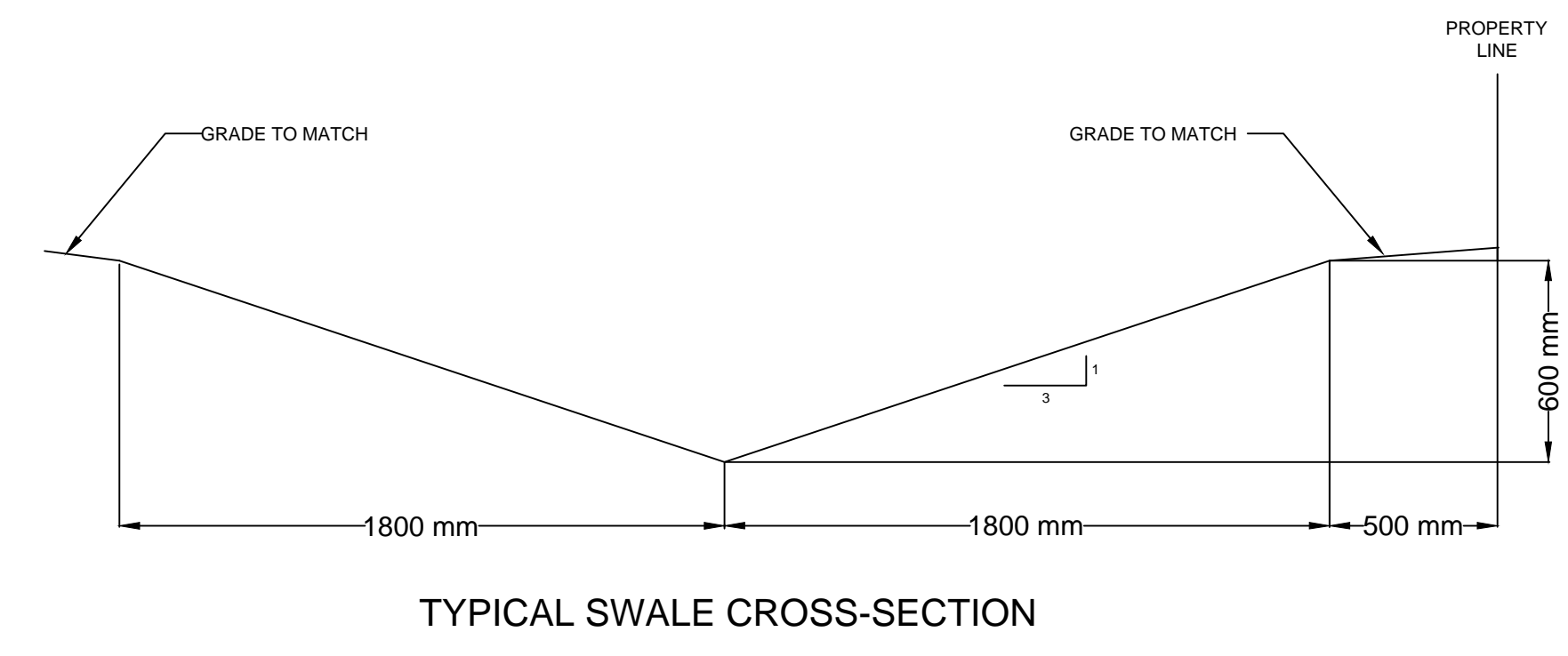
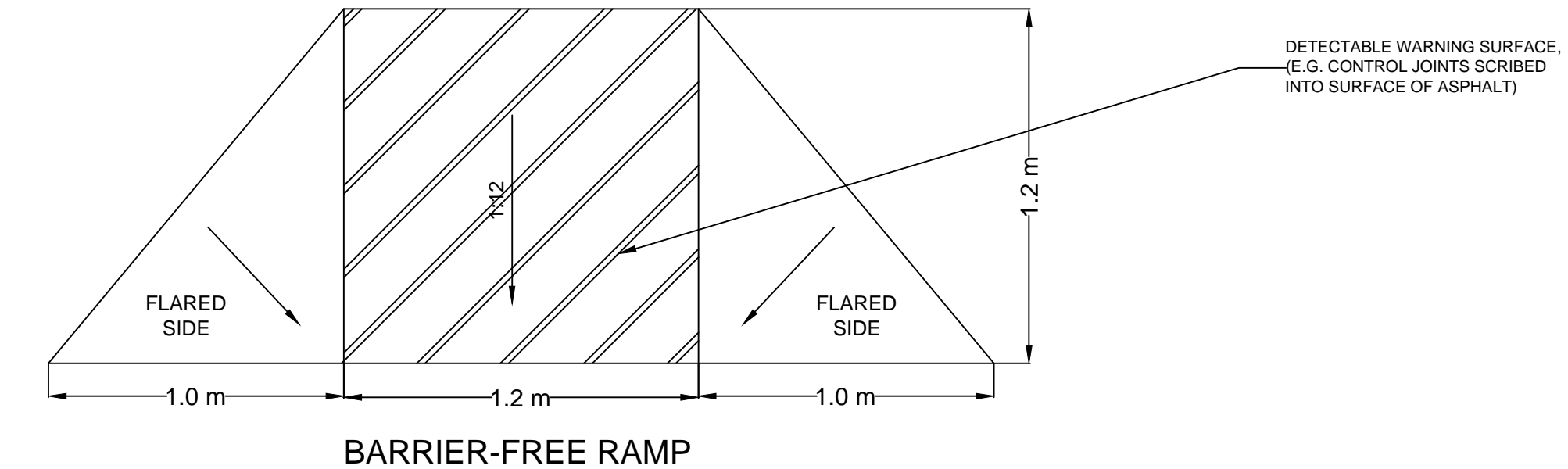


LEGEND

- EXISTING CONTOUR LINE
- ⊗ 261.725 SPOT POINT AND FINISHED LEVEL
- ▬ 181X151X61 mm COBBLESTONE PAVER EDGE
- ▨ AREA PAVED WITH ASPHALT
- ▩ AREA PAVED WITH GRAVEL

CONSTRUCTION NOTES

- ASPHALT PAVING**
- EXCAVATE TO A DEPTH OF 510 mm BELOW FINISHED LEVEL. COMPACT.
 - PLACE 300 mm GRANULAR 'B' AND COMPACT.
 - PLACE 150 mm GRANULAR 'A' AND COMPACT.
 - INSTALL COBBLESTONE PAVER EDGE PER MANUFACTURER'S INSTRUCTION.
 - PLACE 60 mm HL3 TOP ASPHALT AND COMPACT.
- GRAVEL PAVING**
- EXCAVATE TO A DEPTH OF 450 mm BELOW FINISHED LEVEL. COMPACT.
 - PLACE 300 mm GRANULAR 'B' AND COMPACT.
 - PLACE 150 mm GRANULAR 'A' AND COMPACT.
- EARTHWORK**
- EXCAVATE AND MOVE EARTH AS REQUIRED AND COMPACT FIRMLY IN AREAS OUTSIDE BUILDING AND PAVED AREAS TO LEVEL 100 mm BELOW FINISHED GRADE LEVEL.
 - PLACE 100 mm TOP SOIL AND COMPACT LIGHTLY.
 - SEED WITH GRASS.



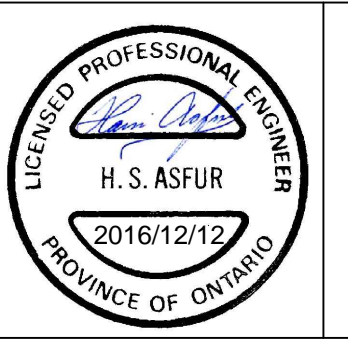
No.	REVISION	DATE	INIT.
4	CHANGES TO SITE PLAN DUE TO ADDITION	2016-12-12	HSA
3	ACTUAL BUILDING AND SWALE ELEVATIONS (Italice)	2014-08-28	HSA
2	ADDED ACCESS ROAD & REDUCED BUFFER ZONE	2014-07-24	HSA
1	CHANGE IN PAVING PLAN	2014-07-18	HSA
0	ISSUED FOR APPROVAL	2013-10-05	HSA

NOTES/LEGEND

1 THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWER AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

2 PROPERTY LINES WERE PLOTTED USING REGISTERED PLANS AND BARS LOCATED IN THE FIELD. TO VERIFY THE ACCURACY OF THESE PROPERTY LINES, A LEGAL SURVEY SHOULD BE PERFORMED PRIOR TO CONSTRUCTION.

DRAFTING HA
 DESIGN HA
 CHECKED BY HA
 APPROVED BY HSA



Asfur Engineering
 313 Niagara Blvd., Fort Erie, Ontario L2A 3H1

PROPOSED OFFICE BUILDING
 553 BARR DRIVE - NEW LISKEARD
GRADING PLAN

CONSULTANT FILE No. AE 2013-04	
DATE 2013-10-02	
SCALE 1:200	
REF. No.	
DWG No.	REV.
P-01	4

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: January 17, 2017
Subject: Ontario Wildlife Damage Compensation – Darren Gray
Attachments: None

Mayor and Council:

The Ministry of Agriculture, Food and Rural Affairs (OMAFRA) offers the Agricultural community with a program to compensate for livestock that has been subject to predation. In general the process is as follows:

- The farm operator contacts the municipality within 48 hours the discovery of an injury or death to an animal through predation;
- The municipality (livestock investigator) attends the location within 72 hours for the purpose of completing an investigation and gathering relevant evidence and completion of an application to be submitted within 7 days to the clerk;
- The Clerk submits the completed application to OMAFRA under the program;
- OMAFRA will review/assess the application and indicate whether compensation is warranted. If warranted, the municipality authorizes payment for the predation and submits a form for reimbursement from the Province.

An application was filed for one (1) young calf from the farm of Mr. Darren Gray. OMAFRA has indicated that payment is warranted. Therefore it is recommended that Council authorize the payment for the predation in the amount of \$687.30 and apply to OMAFRA for reimbursement.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate
Services (A)

Christopher W. Oslund
City Manager



Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: January 17, 2017
Subject: 2017 Interim Tax Levy By-law
Attachments: Draft By-law

Mayor and Council:

Section 317 of the Municipal Act, 2001, c.25, as amended, provides that Council of a local municipality may pass a by-law levying amounts on the assessment of property in the local municipality.

The amount levied on a property shall not exceed 50 of the total amount of taxes for municipal and school purposes levied on the property for the prior taxation year.

A 50% interim tax billing early in the year allows for the municipality to collect a portion of the tax bills prior to the final passing of the budget and until such time as the education and municipal tax rates are finalized.

It is an important billing for the municipality as it maintains a cash flow of funds to pay for operations and capital projects. It also distributes the taxes payable by the tax payer over a longer period of time, four (4) payments instead of two (2).

The installment dates for the interim tax billing for 2017 are:

March 15, 2017 and May 15, 2017

The Treasurer respectfully requests that Council consider the following resolution:

“Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2017-CS;

That Council directs staff to prepare the necessary by-law for 2017 Interim Tax Levy By-law for consideration at the January 17, 2017 Regular Council meeting.”

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
<hr/> Laura Lee MacLeod Treasurer	<hr/> Kelly Conlin Director of Corporate Services (A)	<hr/> Christopher W. Oslund City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

Whereas Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

And whereas Council consideration Memo No. 002-2017-CS at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to provide an interim Tax Levy for consideration at the January 17, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it appropriate to provide for such interim levy on the assessment of property in the City of Temiskaming Shores;

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

1. The amount levied on a property shall not exceed the percentage prescribed by the Minister under Section Subsection 317 (3), paragraph 2 of the Act; or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for 2016.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for 2016 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2016 because assessment was added to the tax roll during 2016, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
4. An interim billing of 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for 2016 shall be imposed for all classes.
5. An interim billing of 50 per cent of the annual local improvement charges shall be imposed for all classes, where applicable.
6. The provisions of the by-law apply in the event that assessment is added for the year 2017 to the tax roll after the date this by-law is passed and an interim levy shall be imposed and collected.
7. The said interim tax levy shall become due and payable in two (2) instalments as follows:

- a) approximately 50 percent of the interim levy shall become due and payable on the 15th day of March, 2017; and
- b) the balance of the interim levy shall become due and payable on the 15th day of May, 2017.

Non-payment of the amount on the dates stated in accordance with Section 344 shall constitute default.

8. On all taxes of the interim levy, which are in default on the 1st day of default, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1st day of each and every month the default continues, until December 31st, 2017.
9. a) On all taxes of the interim tax levy in default on January 1st, 2017, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default.
b) On all other taxes in default on January 1st, 2017, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
10. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
11. The tax collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
12. This by-law shall come into force and take effect on the day of the final passing thereof.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Radio Advertising Agreement with
CJTT 104.5 FM

Agenda Date: January 17, 2017
Report No.: CS-001-2017

Attachments

Appendix 01: Draft Agreement – Radio Contract

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-001-2017; and
2. That Council agrees to enter into a three (3) year radio contract with CJTT 104.5 FM and directs staff to prepare the necessary by-law for consideration at the January 17, 2017 Regular Council meeting.

Background

By-law No. 2014-011 is a three (3) year radio advertising contract with CJTT 104.5 FM which expires as of December 31, 2016 with a provision to extend for one (1) month in the event an agreement is not entered into by the termination date.

In general the agreement permits up to 750 - 30 second commercial as well as a number of value added benefits including a monthly City update (7:30 chat), weekly 10 minute Recreation Report and Sportsbooster coverage.

Analysis

Staff approached the renewal of the agreement by analysing the number of ads placed over the past two years in relation to the number of ads permitted, with the objective of possibly reducing the contract price (\$23,055/yr) if it was determined that the number of commercial spots were not being utilized. The following table summarizes the analysis for the past two (2) years.

Department	No. of Ads Placed		Avg.
	2015	2016	
Community Growth & Planning	20	0	10
Council	16	0	8
Corporate Services	15	0	7.5
Fire Department	70	45	57.5
Public Works	93	168	130.5
Recreation Services	185	341	263
Miscellaneous	37	158	97.5
Totals:	436	712	574

A meeting was held with CJTT Sales personnel at which the City proposed a reduction in the contract price from \$23,055/yr. to \$17,400/yr based on a reduction in 30 second commercials from 750 to 600 per year as well as maintaining the value added promotions (Recreation Report, Sportsbooster, 7:30 Chat).

Subsequently CJTT analysed the City’s proposal and offered a one year contract at the reduced amount; however the value added promotions were significantly reduced as outlined in Appendix 01. Appendix 01 also proposes a 3 year term at \$24,201.96 which maintains the current amenities as well as the addition of a monthly Fire Prevention update.

It is recommended that the City enter into the proposed 3 year term with CJTT for radio advertising. **Appendix 02 – Draft Agreement** outlines the provisions of the agreement.

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 agreement represents a 1.05% (\$1,146.96) increase to the existing agreement. The new agreement also includes wording to have any surplus commercials not used in a year carried over to the next year as well as provisions to allow the municipality to monitor the agreement on an ongoing bases to enhance efficiencies.

Staffing implications are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager



RADIO CONTRACT PROPOSAL

FOR: Dave Treen, City of Temiskaming Shores
FROM: Mike Hall, Account Executive
DATE: December 14, 2016

As per our discussions, please see the comparison of what we are offering versus your request.

OUR OFFER - \$2,016.83 monthly

- 500 x 30-second spots @\$30.10 = **\$15,050.00**
- 25% SIGNING BONUS
 - 125 x 30-second spots (\$3,762.50)
- Additional 25% PSA BONUS
 - 125 x 30-second spots (\$3,762.50)
- Leisure and Recreation Report x 52 @704.15 (\$36,615.80)
 - Discounted by 75% to **\$9,152.00**
- Sportsbooster coverage (73x weekly) x 52 weeks @ \$286.00 (\$14,872.00)
- City Update x 12 @\$704.15 (\$8,449.80)
 - Another no charge bonus
- Fire Prevention Update x 12 @ \$704.15 (\$8,499.80) *added during current contract period*
 - Another no charge bonus

TOTAL VALUE – \$91,012.40

YOUR COST – \$24,201.96

YOU SAVE - \$66,810.44

Please note: We will hold this rate for a period of 3 years – February 1, 2017 to January 31, 2020.

CITY REQUEST - \$1,452.08 monthly

- 500 x 30-second spots @\$30.10 = **\$15,050.00**
- 25% SIGNING BONUS
 - 125 x 30-second spots (\$3,762.50)
- Sportsbooster packages
 - 19 events @623.00 (\$11,837.00) in total throughout the year (versus unlimited which is what you currently receive)
 - 285 x 30-second commercials (must be used for the Sportsbooster events – per attached)
 - Discounted to \$125 x 19 = **\$2,375.00**

PLEASE NOTE: This contract would eliminate the following added value components that the City has received for the last six years:

- Weekly Leisure and Recreation Report
- Unlimited Sportsbooster coverage
- Monthly City Update
- Monthly Fire Prevention Update
- 125 x 30-second PSA bonus spots

TOTAL VALUE – \$30,649.50

YOUR COST – \$17,425.00

YOU SAVE - \$13,224.50

This is a one year contract only – February 1, 2017 to January 31, 2018. Must be renegotiated next year.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to authorize the entering into a radio contract with CJTT 104.5 FM for radio advertising

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;

Whereas Council considered Administrative Report No. **CS-000-2017** at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year radio contract with CJTT 104.5 FM for radio advertising for consideration at the January 17, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with CJTT 104.5 FM;

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 three (3) year Agreement with the CJTT 104.5 FM for radio advertising, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to
By-law No. 2017-000
Agreement between
The Corporation of the City of Temiskaming Shores
and
CJTT 104.5 FM
for Radio Advertising

This agreement made in duplicate this 17th day of January, 2017;

Between:

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

And:

CJTT 104.5 FM
(hereinafter called "CJTT")

Whereas the parties hereto have agreed to enter into this Lease.

1. Contract Period

This agreement shall commence on January 1, 2017 and terminate on December 31, 2019.

2. Contract Renewal / Termination

CJTT within the final sixty (60) days of the Contract Period shall notify the City with respect to renewal of the terms of this agreement or propose new terms for an agreement.

3. Extension of Agreement

In the event no new agreement is reached by **January 1st, 2020** this contract will continue for an additional 30 days.

4. Termination of this Agreement

The parties agree that this Agreement may be terminated by either party in sixty (60) days upon written notice from one party to the other.

5. Remuneration

The City shall pay CJTT a monthly amount of \$2,016.83 (\$24,201.96 annually) plus HST over the term of this agreement.

6. Annual Advertising Ads

The following summarizes the number of advertising spots available annually as well as Value Added Promotions:

Number of Ads	Description
625	30 second advertising spot
125	30 second Public Service Ad (PSA) spot

52	10 minute weekly Recreation Report
73/week	Sportsbooster Coverage ¹
12	Monthly City Update ²
12	Monthly Fire Prevention Update ³

Notes:

- ¹ Coverage of recreational events such as swimming classes, sports tournaments, seniors games, etc. and may be limited to two (2) events/coverage;
- ² City representative participates in the 7:30 a.m. Live morning Chat to highlight City initiatives;
- ³ City Fire Department representative participates in the 7:30 a.m. Live morning Chat to highlight Fire Prevention initiatives;
- ⁴ The Total Value of this agreement if invoiced at applicable rates is \$91,012.40/yr. Thus this agreement represents a savings of \$66,810.44 annually.

7. Agreement Monitoring

In order to permit the City to monitor advertising efforts and ensure efficient use of the agreement, CJTT will provide the City with a summary of advertisement bi-monthly (every second Month) in a format similar to the following table:

		Balance of Ads available for current year:	Approx. 635 remaining	
Dept.	Month	Description	No.	Duration
Public Works	Jan	Boil Water Advisory	3	30 sec
Recreation	Jan	STATO Trail Closed	5	30 sec
Recreation	Feb	STATO Trail Closed	3	45 sec
Fire	Feb	Smoke Alarm Campaign (PSA)	4	30 sec

8. Balance of Commercials

The number of commercial spots available over the term of the contract (750 x 3) 2,250 shall be flexible in their use over the duration of the contract.

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Appendix 01

We believe it is in the best interest of the City to lock in an annual corporate rate, reflecting a bulk purchase commitment. Considering the buying patterns of previous years, we recommend you purchase:

- **500 x \$28.95 = \$14,475.00**

As a signing bonus CJTT FM will reward the City with a 25% of commercials (125 free). This would bring your commercial rate to \$23.16 per 30-second commercial. These commercials can be scheduled to accommodate the City's needs.

Note: that if the City wishes to air complementary campaigns on CJKL FM, your cost per 30-second commercial will be \$14.48.

Further, CJTT FM will gift the City an additional 25% bonus of commercials to be scheduled solely for PSA (fire safety, etc.) campaigns and Festivals promotion. That's another 125 free commercials.

CJTT FM will also offer the City:

- A weekly 10-minute **Leisure and Recreation Report** at 9:20 a.m. Fridays at a cost of \$165* PER WEEK – *which is a discount of 75% - (**x52 weeks = \$8,580.00**). *The value of this report is \$661.53 per week (x 52 = \$34,399.56).*
- **Along with the Leisure and Recreation Report you'll get – FREE Sportsbooster coverage** of recreation department and leisure services events – swimming classes, squash tournaments, Senior games, etc. (maximum of two events at any one time). *The value of this coverage is \$1,031.33 per month (x12 = \$12,375.96).*
- **Along with the Leisure and Recreation Report you'll also get – FREE City Update** -- Once per month, we'll invite a City representative to do a 7:30 a.m. chat. *The value of each chat is \$661.53 (x 12 = \$7,938.36).*

Subject: Tax Arrears Certificate (TAC)
Extension Agreement

Report No.: CS-002-2017
Agenda Date: January 17, 2017

Attachments

Appendix 01: History of Roll 54-18-030-006-097.00

Appendix 02: Draft Extension Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 54-18-030-006-097.00 (155 Farr Drive) for consideration at the January 17, 2017 Regular Council meeting.

Background

Under Section 378(1) of the Municipal Act, 2001, “a municipality, by by-law passed after the registration of the tax arrears certificate and before the expiry of the one (1) year period mentioned in subsection 379(1), may authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of the land extending the period of time in which the cancellation price is to be paid.”

Analysis

The analysis of the property is summarized in Appendix 01.

Entering into an extension agreement of this nature allows the owner(s) / spouse / mortgagee / tenant additional time to resolve the matter of the tax arrears on their property. The option to enter into an extension agreement is permissive not obligatory. There is no obligation on the part of the municipality to agree to an extension agreement, nor to accept the proposed terms of repayment by the party involved.

An extension agreement should address the following:

- Payments are going to retire the debt in a reasonable length of time;
- Terms of repayment are short enough so that the process is not prolonged;
- Payments are financially sufficient to continuously reduce the amount of the debt and future taxes as levied;

- Regular monthly payments of a pre-determined amount form part of the agreement;
- The agreement allows the applicant to pay additional sums, over and above the regular payments at any time, should they wish to do so.

The draft extension agreement (see Appendix 02) encompasses the recommended terms of a suitable agreement.

Default: If the person entering into the agreement defaults on the terms and conditions agreed to, the agreement is terminated and the tax registration process continues from the point at which the extension agreement was executed.

There are situations when it is not in the best interest of the municipality to enter into an extension agreement, such as:

- When it is not in the best financial interest of the municipality;
- When the municipal council's philosophy is not to entertain extension agreements;
- When the interested party has a past history of defaulting on extension agreements;
- When the tax arrears are at risk of exceeding the value of the property should payment terms be extended;
- When the repayment proposal would appear to be beyond the financial means of the interested party.

There are no concerns regarding entering in to extension agreement for this property.

Agreement Fulfilled: should the agreement be fulfilled as per the prescribed terms and conditions of the extension agreement; a cancellation certificate would be registered completing the process.

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

Provided the agreement terms are accepted, a lump sum amount of \$65,000 would be paid upon execution of the agreement. Monthly payments of \$8,750 (February to August) and current tax installments as they come due over an eight (8) month period would result in payment of all tax arrears. Provided all taxes, penalty and administration fees are paid, a tax sale of the property would be avoided.

Alternatives

That Council not enter into an extension agreement with the property owner(s) / spouse / mortgagee / tenant; the property being eligible for Sale of Land by Public Tender as of August 25, 2017.

That Council direct the cancellation of the Tax Arrears Certificate and not proceed with the Sale of Land by Public Tender process.

Neither of these alternatives were considered during the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Original signed by"

Laura Lee MacLeod
Treasurer

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

**History of Roll No. 54-18-030-006-097.00
(TAC #TGTS 16-05)
155 Farr Drive**

On October 9, 2015, a final notice letter advising of the pending registration of the property was sent to the property owner. No communication was received from the property owner.

Due to the complexity of the property, RealTax Recovery Specialists were engaged to proceed with the tax arrears registration for this property on behalf of the City of Temiskaming Shores.

A Tax Arrears Certificate was registered against the property on August 24, 2016 (DT56086). First Notice of Registration were mailed on September 9, 2016 to the property owner and all other parties with a registered interest in the property.

The redemption period expires on August 25, 2017 at which time the City will be able to proceed with the sale of the property by Public Tender.

On November 7, 2016, the Clerk received a request from Mr. Michael E. Cass of Steinberg Title Hope & Israel LLP requesting that the City remove a particular condition, under Instrument 218834, that no Transfer of Charge shall be registered without the consent of the City.

On December 6, 2016, after discussion with the City Manager and Treasurer, the Clerk responded to Mr. Cass advising that the City would not be in a position to consider the request to remove the condition until such time as the outstanding tax arrears, penalties and administrative fees were paid in full.

On December 15, 2016, Michael Cass, a lawyer representing Crown Capital Corporation, contacted the Clerk to advise that the 1st mortgagee is willing to pay the tax arrears on the property. The Clerk brought the information to the City Manager who directed the Treasurer to contact Mr. Cass to discuss an extension agreement.

The Treasurer prepared a repayment schedule that the City would be comfortable with and would see the full payment of the tax arrears, penalties and administrative fees by August 2017. On December 16, 2016, the Treasurer faxed the repayment schedule to Mr. Cass to discuss with his clients.

On December 19, 2016, Mr. Cass contacted the Treasurer that his clients were acceptable to the terms and to proceed with the TAC Extension Agreement.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

**a by-law to authorize the execution of a Tax Arrears
Extension Agreement Pursuant to Section 378 of the
Municipal Act, 2001 - (Crown Capital Corporation)
TGTS16-05, Roll No. 54-18-030-006-097.00**

Whereas The Corporation of the City of Temiskaming Shores registered on the 24th day of August, 2016, a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this by-law;

And whereas Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

And whereas the statutory period within which such a By-law may be enacted has not elapsed;

And whereas Council considered Administrative Report No. CS-002-2017 regarding a Tax Arrears Certificate (TAC) Extension Agreement at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law for a TAC Extension Agreement for consideration at the January 17, 2017 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 an agreement be entered into by The Corporation of the City of Temiskaming Shores with Crown Capital Corporation, the Owner(s) / Spouse / Mortgagee / Tenant of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "B", a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

Read a first, second and third time and finally passed this 17th day of January 17, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Description of Land

FIRSTLY: PCL 17517 SEC SST; LT 116 BLK I PL M30NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING (BEING PIN 61351-0101(LT))
SECONDLY: PCL 21278 SEC SST; LT 9 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0120 (LT))
THIRDLY: PCL 21277 SEC SST; LT 8 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0121 (LT))
FOURTHLY: PCL 21276 SEC SST; LT 7 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING (BEING PIN 61351-0122 (LT))
FIFTHLY: PCL 21276 SEC SST; LT 10-11 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0123(LT))
SIXTHLY: PCL 21278 SEC SST; LT 12-18, 21 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0124 (LT))
SEVENTHLY: PCL 21276 SEC SST; LT 19-20 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0126 (LT))
EIGHTHLY: PCL 21675 SEC SST; PT FARR DR PL M58NB BUCKE THE E, S & W BOUNDARIES AS CONFIRMED BY PL D-47 PT 1 54R2515; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0202 (LT))
NINTHLY: PCL 25602 SEC SST; FIRSTLY: LT 1 PL M58NB BUCKE; SECONDLY: LT 2 PL M58NB BUCKE; LT 3 PL M58NB BUCKE; LT 4 PL M58NB BUCKE; LT 5 PL M58NB BUCKE; LT 6 PL M58NB BUCKE; LT 30 PL M58NB BUCKE; THIRDLY: LT 22 PL M58NB BUCKE; LT 25 PL M58NB BUCKE; LT 26 PL M58NB BUCKE; LT 29 PL M58NB BUCKE; FOURTHLY: LT 23 PL M58NB BUCKE; LT 24 PL M58NB BUCKE; LT 27 PL M58NB BUCKE; LT 28 PL M58NB BUCKE; FIFTHLY: LT 31 PL M58NB BUCKE; SIXTHLY: PT LT 112 PL M58NB BUCKE PT 12 54R4952; SEVENTHLY: PT LOT 113 PL M58NB BUCKE PT 12 54R4952; EIGHTHLY: PT LAKE SHORE RD PL M58NB BUCKE NOW FARR DRIVE CLOSED BY LT326233 PT 1, 2 & 3 54R4952; NINTHLY: PT LAKE SHORE RD PL M30NB BUCKE NOW FARR DRIVE CLOSED BY LT326233 PT 4, 5 & 6 54R4952; TENTHLY: PT LAWLOR ST E PL M30NB BUCKE CLOSED BY LT326233 PT 8 & 10 54R4952; ELEVENTHLY: PT LAWLOR ST E PL M30NB BUCKE CLOSED BY LT326233 PT 9 54R4952; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0206 (LT))
TENTHLY: PCL 25544 SEC SST; LT 138-142 BLK J PL M30NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 31351-0210 (LT))
ELEVENTHLY: LTS 41, 42, 43, 74, 75, 76, 93, 94, 95, 126, 127, 128, 129, 130, 152, 153, 154, 155, 156, 157 & 158 PL M58NB BUCKE; PT OF LTS 90, 91, 92, 131, 132, 159, 160, 161 & 162 PL M58NB BUCKE; PT MCLELLAN ST. PL M58NB BUCKE; PT ALGONQUIN DRIVE PL M58NB BUCKE & PT GORDON DRIVE PL M58NB BUCKE, ALL PT 1 54R5468; PT LTS 109, 100, 111, 112 & 113 BLK I PL M30NB BUCKE; LTS 105, 106, 107, 108, 114, 115, 117, 118 & 119 BLK I PL M30NB BUCKE; PT LAWLOR STREET PL M30NB BUCKE, PT FARR DRIVE PL M30NB, BUCKE, LTS 32, 33, 34, 35, 36, 37, 38, 39, 40, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 134, 135, 136, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173 & 174 PL M58NB BUCKE; PT LTS 77, 89, 90, 91, 132, 133, 160, 161, 162 & 163 PL M58NB BUCKE; PT MCLELLAN ST PL M58NB BUCKE, PT CONNIE ST PL M58NB BUCKE, PT GORDON DRIVE PL M58NB BUCKE PT ALGONQUIN DRIVE PL M58NB BUCKE, ALL PT 3 54R5168; PT FARR DRIVE PL M30NB BUCKE, PT LAWLOR STREET PL M30NB BUCKE PT OF LTS 109, 100, 111, 112 & 113 PL M30NB BUCKE; PT CONNIE STREET PL M58NB BUCKE, PT GORDON DRIVE PL M58NB BUCKE, ALL PT 5 54R5168; BOUNDARIES CONFIRMED BY PL BA181 REG'D 1970 03 31 AS PL D-47; BY-LAW 2006-013 REG'D AS DT5229 2006 10 31; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (BEING PIN 61351-0224 (LT))
TWELVETHLY: PT OF LOTS 77, 89, 90, 91, 92, 131, 132, 133, 159, 160, 161, 162 & 163 PL M58NB BUCKE; PT MCLELLAN ST PL M58NB BUCKE, PT ALGONQUIN STREET PL M58NB BUCKE, PT GORDON STREET PL M58NB BUCKE PT 2 54R5468; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; BY-LAW 2006-013 REG'D AS DT5229 2006 10 31; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0225 (LT))
THIRTEENTHLY: PT LOT 13 CON 3 BUCKE PTS 6, 7, 10, 11 & 13 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0226 (LT))

FOURTEENTHLY: PT LOT 13 CON 3 BUCKE PTS 14, 16, 17 & 18 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (BEING PIN 61351-0228 (LT))
FIFTEENTHLY: PT LT 13 CON 3 BUCKE; PT 15 54R5168; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0232 (LT))
SIXTEENTHLY: PT LOT 13 CON 3 BUCKE PTS 8, 9 & 12 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0234 (LT))
SEVENTEENTHLY: PT LT 13 CON 3 BUCKE PT 1 54R5226 TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0238 (LT))

Extension Agreement

THIS AGREEMENT made in duplicate the 17th day of January, 2017;

Between:

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

And:

Crown Capital Corporation
(hereinafter called the "Owner(s)/Spouse/Mortgagee/Tenant")

Whereas the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores;

And whereas the Owner(s)/Spouse/Mortgagee/Tenant's land is in arrears of taxes on the 31st day of December, 2015 in the amount of \$93,653.14 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 24th day August, 2016 in respect of the Owner(s)/Spouse/Mortgagee/Tenant's land. (Instrument number DT56086, (TAC TGTS16-05);

And whereas Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

And whereas the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

Now therefore this agreement Witnesseth that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Corporation will extend to (final date of extension) August 31, 2017 the payment period for the cancellation price (including administration fees) payable in respect of the land.
2. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water and sewer) as at January 17, 2017, penalty and interest charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.
3. The Owner(s)/Spouse/Mortgagee/Tenant shall make an initial payment of \$65,000 (by certified cheque/money order/bank draft) upon execution of the extension agreement and will make further payments to the Corporation in accordance to Schedule "B" attached hereto.
4. Upon satisfactory clearing of the initial \$65,000 lump sum payment, the City will provide notification to discharge the condition under Instrument 218834 to allow the Transfer or Charge to proceed.
5. In addition to paying the amounts provided for in paragraph 2, the Owner(s)/Spouse/Mortgagee/Tenant agrees to pay:
 - a. All further taxes levied on the land as they become due and payable during the term of this Agreement; and
 - b. Not later than 0 days following the due date of the last payment under paragraph 2, such additional amount, if any, as is necessary to bring the total amount paid under the Agreement up to the amount of the cancellation price

payable in respect of the land.

6. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s) / Spouse / Mortgagee / Tenant is not in default hereunder.
7. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s) / Spouse / Mortgagee / Tenant by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s) / Spouse / Mortgagee / Tenant.
8. Immediately upon the Owner(s) / Spouse / Mortgagee / Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.
9. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s) / Spouse / Mortgagee / Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
10. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
11. In the event of an intra-corporate transfer, the transferee will be required to enter into an extension agreement with the City of Temiskaming Shores.
12. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
13. Any notice required to be given to the Owner(s) / Spouse / Mortgagee / Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s) / Spouse / Mortgagee / Tenant at the following address:

665 Millway Avenue, Unit #57
Concorde, Ontario
L4K 3V1

Remainder of this page left blank intentionally

In witness, whereof the Owner has hereunto set his/her hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper signing officers in that behalf.

Signed and Sealed in)
the presence of)

Owner(s)/Spouse/Mortgagee/Tenant

Signing Authority

Name: _____

Title: _____

Date: _____

Witness Signature

Print Name: _____

Title: _____

Date: _____

Signing Authority

Name: _____

Title: _____

Date: _____

Witness Signature

Print Name: _____

Title: _____

Date: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Date: _____

Clerk – David B. Treen

Date: _____

Payments Required under Extension Agreement:

January 31, 2017	\$65,000 lump sum payment by Certified Cheque, Money Order or Bank Draft
February 28, 2017	\$8,750
March 15, 2017	Installment – amount to be determined
March 31, 2017	\$8,750
April 30, 2017	\$8,750
May 15, 2017	Installment – amount to be determined
May 31, 2017	\$8,750
June 30, 2017	\$8,750
July 17, 2017	Installment – amount to be determined
July 31, 2017	\$8,750

Subject: Adoption of new Procurement Policy and Repeal of By-law No. 2009-012 **Report No.:** CS-003-2017
Agenda Date: January 17, 2017

Attachments

Appendix 01: Draft Procurement Policy By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2017;
2. That Council directs staff to forward the Draft Procurement Policy By-law to the Temiskaming Shores Accessible Advisory Committee (TSAAC) for consultation prior to final adoption of the by-law; and
3. That Council directs staff to prepare the necessary by-law for the adoption of a new Procurement Policy and repeal By-law No. 2009-012, as amended being a by-law to adopt purchasing policies and procedures for the City of Temiskaming Shores for consideration at the February 7, 2017 Regular Council meeting.

Background

Under Section 270(1) 3 of the Municipal Act, 2001, as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services.

By-law No. 2009-012, being a by-law to adopt purchasing policies procedures for the City of Temiskaming Shores was passed on February 17, 2009.

Analysis

In the Autumn of 2012 staff began a preliminary review of the current procurement policy in order to ensure that it met the needs of the City. A working committee comprised of the Treasurer, Accounts Payable Clerk, Taxation/Accounts Receivable Clerk and the Public Works Clerk was formed to review and discuss any policy changes.

Research was conducted, investigating procurement policies of various municipalities of similar size and larger in order to create the most effective and efficient policy for the City. A draft copy was presented to the City Manager, Directors and other applicable staff for review and comment. Comments were reviewed with the City Manager and the policy was updated accordingly.

Due to staffing and organizational changes within the Finance Department, policy changes were put on hold. In 2016, the proposed policy was reviewed and updated. A preliminary final draft was provided the Corporate Services Committee in November 2016 for review and comment. The draft was also provided to legal counsel for review and comment.

Upon receiving comment from legal the final draft was completed and submitted for consideration to the Corporate Services Committee. The Corporate Services Committee met on January 5, 2017 to discuss the new procurement policy.

Financial / Staffing Implications

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

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

The proposed policy will ensure that the City is obtaining the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on Customer Service.

The Finance department will implement training sessions upon approval of the by-law to ensure that all staff are educated on the new policy.

Alternatives

No alternatives were considered during the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura Lee MacLeod
Treasurer

Kelly Conlin
Dir. of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000
Being a by-law to adopt a Procurement Policy for the
City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, 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, 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, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Section 270(1) 3 of the Municipal Act, 2001, S.O. 2001, as amended, provided that a municipality shall adopt and maintain policies with respect to the procurement of goods and services;

And whereas Council considered Administrative Report CS-003-2017 at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law for the adoption of a new Procurement Policy and repeal By-law No. 2009-012, as amended for consideration at the February 7, 2017 Regular Council meeting;

And whereas this by-law establishes the authority and sets out the methods by which goods and services will be purchased for the purposes of the City of Temiskaming Shores subject to certain exceptions set out herein;

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

1. The Council adopts Procurement Policies for the City identified as Schedule "A", attached hereto and forming part of this by-law;
2. That By-law No. 2009-012, as amended is hereby repealed upon adoption of this by-law;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a first, second and third time and finally passed this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-000

The Corporation of the City of Temiskaming Shores

Procurement Policy

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Appendix 01 - Bid Irregularities

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Appendix 03 - Procurement Thresholds and Methods

Appendix 04 - Supplier Barring Protocol

1.0 Mission

To obtain the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on Customer Service.

2.0 Objective

The objective of this policy is to establish and maintain a high level of confidence in the procurement process by ensuring that the City of Temiskaming Shores' procurement of goods and services necessary to provide the programs and/or services of the municipality is carried out in an open, fair, consistent, efficient and competitive manner that strikes a balance between public accountability, competition, quality and innovation. Therefore, the City of Temiskaming Shores is committed to:

- 2.1** Basing all procurement decisions for goods and/or services on total procurement costs from suppliers who meet the City's requirement for quality, delivery and warranty;
- 2.2** Ensuring that the City's requirements for goods and services are met through an open and fair process that provides the highest possible degree of competition and value to the City;
- 2.3** Encouraging innovation in procurement whether it be through partnerships, purchasing co-operatives, joint contracts or any other mechanism that best meets the interest of the municipality while maintaining the integrity of this policy;
- 2.4** Ensuring that accessibility criteria and features are incorporated when procuring or acquiring goods, services or facilities, except where it is not practicable to do so, in accordance with the Integrated Accessibility Standard Regulation (2012) and its successors;
- 2.5** Ensuring that procurement decisions are free of any conflict of interest between suppliers and members of Council, officials or employees and members of their immediate families;
- 2.6** Ensuring that, all things being equal, the City will seek to procure Canadian goods and services from local, regional, provincial or national sources; and
- 2.7** To receive goods and services in a timely and expeditious manner as required for daily operations and capital improvements.

3.0 General Provisions

No procurement of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without following the provisions of this policy may not be accepted and any invoices received may not be

processed for payment.

Wherever possible, it should be the intent of the department to procure goods and/or services of like nature as a combined effort in order to benefit from economies of scale.

This policy will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.

4.0 Definitions

In this by-law,

"Award" means authorization to proceed with the purchase of goods and/or services from a chosen supplier.

"Best Value" means evaluating bids not only on purchase price and life cycle cost considerations, but also taking into account items such as environmental and social considerations, delivery, servicing and the capacity of the supplier to meet other criteria as stated in the tender documents.

"Bid" means an offer or submission from a supplier in response to a Bid Solicitation which is subject to acceptance or rejection by the City.

"Bid Deposit" means the form of security required by the terms and conditions of Bid Solicitations to guarantee that the successful supplier enters into a contract with the City, as required by Section 10.5.6 of this By-law.

"Budget" means the budget or portion of the budget approved by Council.

"Change Work Order" means work that is added to or deleted from the original scope of work of a contract, which alters the original contract amount and/or completion date.

"City" means The Corporation of the City of Temiskaming Shores.

"City Manager" means the official appointed as the administrative manager of the City of Temiskaming Shores or his/her designate.

"Clerk" means the Municipal Clerk of the City or his/her designate.

"Compliant Bid" means a bid that meets the terms and conditions of the bid solicitation and this by-law.

"Conflict of Interest" means a situation where a personal, business or other interest of an elected or appointed official, officer or employee of the City is or can be reasonably be perceived to be in conflict with the interest of the City and includes but is not limited to:

- a) The giving or receiving of a direct or indirect personal gain or benefit or a direct

or indirect advantage or privilege by any person or business that offers goods and/or services to the City;

- b) A direct or indirect interest in any business that provides goods and/or services to the City;
- c) A conflict of interest as defined in the Municipal Conflict of Interest Act; or
- d) A conflict of interest as defined in the City's Code of Ethics/Conflict of Interest policy as may be amended.

"Construction" means a construction, reconstruction, demolition, repair or renovation of a building, structure or other engineering or architectural work and includes site preparation, excavation, drilling, soil or seismic investigation, the supply of products and materials and the supply of equipment and machinery incidental to the construction and the installation and repair of fixtures of a building, structure or other engineering or architectural work.

"Contract" means a binding agreement between two or more parties that creates an obligation to provide goods or perform services.

"Cooperative Procurement" means the participation of two or more municipalities, levels of governments or public agencies in a joint bid solicitation.

"Council" means the Council of The Corporation of the City Temiskaming Shores.

"Department" means an operational department with the City of Temiskaming Shores.

"Department Head" means an employee who has been designated by the City as one who directs or oversees a department and the employees within that department or his/her designate or any successor position thereto.

"Emergency" means a situation where the procurement of goods and services requires immediate action to prevent or correct dangerous or potentially dangerous safety conditions, further damage, to restore minimum service or ensure the safety of the public.

"Fair Market Value" means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm's length who are fully informed and not under any compulsion to transact.

"Goods" means, in relation to procurement, moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property), including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract.

"Lowest Compliant Bid" means the compliant bid that would provide the City with the desired goods and/or services at the lowest cost.

"Manager/Supervisor" means an employee of the City holding the position of manager/supervisor.

"Negotiation" means a purchasing method whereby the City may negotiate directly with one or more suppliers with the intent to award a contract or extend an existing contract.

"Point of Sale" means the procurement of goods and/or services directly from a services supplier, retailer, wholesaler or by ordering through a catalogue or product guide.

"Procurement" means to acquire goods and/or services by purchase, rental, lease or trade.

"Purchase Order" means a written confirmation of the purchase of goods and/or services at a specific cost.

"Quotation" means a binding statement of price, terms of sale and description of goods and/or services offered by a supplier.

"Request for Proposal (RFP)" means a competitive procurement process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution.

"Request for Quotation (RFQ)" means a request for prices on specific goods and/or services from vendors where the comprehensive technical specifications can be developed.

"Request for Tender (RFT)" means a competitive procurement process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.

"Services" means intangible products that do not have a physical presence and includes Professional Services. No transfer of possession or ownership takes place when services are sold and they 1) cannot be stored or transported; 2) are instantly perishable; and 3) come into existence at the time they are bought and consumed.

"Single Source" means the non-competitive procurement process to acquire goods and/or services from a specific supplier even though there may be more than one supplier capable of delivery of the same goods and/or services.

"Supplier" means any individual or organization offering goods and/or services including but not limited to contractors, consultants, vendors or service organizations.

"Tender" means a written detailed offer from a supplier to supply goods and/or services to the City.

"Treasurer" means the Treasurer for the City or his/her designate.

5.0 Responsibilities

5.1 Council

- Approve and adopt this policy.
- Actively support the Procurement Policy.
- Approve amendments as required.

5.2 City Manager

- Approve amendments to this policy which are minor in nature and which do not result in a change to the intent of the policy.
- Actively support the Procurement Policy.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

5.3 Department Heads

Be responsible for and ensure that all expenditures for their departments are in compliance with the purchasing and budget policies.

- Designate employees within their departments the authority to procure.
- Actively support the Procurement Policy.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

5.4 Treasurer

- Recommend necessary amendments to this policy for the consideration of the City Manager and Council.
- Provide interpretations and recommendations to the City Manager and/or Council in regard to the interpretation and implementation of this policy.
- Monitor adherence to the regulations of this policy.
- Actively support the Procurement Policy.
- Develop and implement procedures to enhance the efficiency of this policy.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

5.5 Other Designated Staff

- Procure goods and/or services in an efficient and cost-effective manner.
- Make all procurements on a competitive basis, without favouritism, in the

best interest of the municipality consistent with quality, quantity, service and delivery except where a non-competitive commodity is required.

- Ensure the greatest value for the City by exercising professional procurement practices, free from influence and interference, and encourage where practical, standardization and open and competitive bidding.
- Promote the procurement methods and tools outlined in this policy to allow staff to effectively and efficiently carry out their responsibilities and acquire goods on time.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

6.0 Approval Authority

Any person with delegated approval authority pursuant to this policy shall ensure that an approved budget exists for the proposed procurement and that such procurement does not violate any City policies or any applicable law. Any such procurement shall also satisfy any applicable audit and documentation requirements of the City.

All applicable taxes, duties and shipping shall be included in determining the procurement limit of authorized delegates and the type of procurement process to be followed.

The following body and persons shall have the respective approval authority as set out below. All dollar values are based on transaction amounts and must be within the pre-approved budget limits.

6.1 Council

Council must approve by by-law or resolution the following:

- RFP or RFT greater than \$100,000
- RFQ greater than \$50,000
- Sole source or single source greater than \$50,000
- Change Work Orders or Contract Extensions greater than \$50,000

6.2 City Manager

City Manager may approve the following:

- RFP and RFT up to \$100,000
- RFQ up to \$50,000
- Invoices or purchase orders up to \$100,000
- Sole source or single source up to \$50,000

- Change Work Order or Contract Extension up to 10% of the total contract amount for contracts previously approved by Council
- Appointment of Consulting Services not exceeding \$50,000

6.3 Department Heads

Department Heads may approve the following:

- RFQ, RFP, RFT up to \$25,000
- Invoices or purchase orders up to \$25,000
- Change Work Orders or Contract Extensions up to 5% of the total contract amount for contracts previously approved by Council
- Appointment of Consulting Services not exceeding \$25,000

6.4 Treasurer

The Treasurer is the Controller/Compliance Officer for the purpose of this policy and has:

- Authority to approve invoices or purchase orders up to \$25,000
- Authority to approve all routine/repetitive invoices for goods and/or services as approved within annual budget estimates (ie. utility bills, DTSSAB, policing, etc.)
- Authority to approve all invoices for goods and/or services as approved by Council agreement (by-law and/or resolution)

6.5 Municipal Clerk

The Municipal Clerk may approve the following:

- RFQ up to \$10,000
- Invoice or purchase orders up to \$10,000

6.6 Manager/Supervisors

Managers/Supervisors may approve the following:

- RFQ up to \$10,000
- Invoice or purchase orders up to \$10,000

6.7 Public Works Clerk

The Public Works Clerk may approve the following:

- RFQ up to \$5,000

- Invoice or purchase orders up to \$5,000

6.8 Other Designated Staff

Approval limits for other designated staff will be established by the City Manager as part of the City's procurement procedures.

7.0 Statement of Ethics

All employees who are authorized to procure goods and/or services on behalf of the City are to adhere to the following:

- 7.1** Open and honest dealings with everyone who is involved in the procurement process. This includes all businesses with which the City contracts or from which it procures goods and/or services.
- 7.2** Fair and impartial award recommendations for all contracts and tenders. This means that no preferential treatment is extended to any supplier, including local companies. Not only is it against the law, it is not good business practice since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.
- 7.3** An irreproachable standard of personal integrity on the part of all those delegated as procurement representatives for the City. Absolutely no gifts or favours are accepted by the procurement representatives of this City in return for business or the consideration of business. Also, the procurement representatives of this City do not publicly endorse one company in order to give that company an advantage over others.
- 7.4** An employee who fails to act in accordance with the provisions of this policy will be subject to appropriate disciplinary action consistent with the City's Disciplinary Policy.

8.0 Conflict of Interest

No appointed officer or employee of the City shall have any pecuniary or controlling interest either direct or indirect in any competitive bid or contract for the supply of goods and/or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act.

In this section, "controlling interest" means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over equity shares of the corporation carrying more than ten percent of the voting rights attached to all equity shares of the corporation.

For the purpose of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation, if:

- The person or his or her nominee is a shareholder in or a direct or senior officer of a corporation that does not offer in securities to the public.
- Has a controlling interest in or is a director or senior office of a corporation that offers securities to the public.

For the purposes of this section, an appointed officer or employee of the City has an indirect pecuniary interest if the person is a partner of a person or is in the employment of a person or body that has entered into a tender, proposal, quotation or contract with the City.

For the purposes of this section, the pecuniary interest in a tender, proposal, quotation or contract of a parent or spouse or any child of an elected official, appointed officer or employee shall, if known to the person, be deemed to be also a pecuniary interest of the elected official, appointed officer or employee as the case may be.

9.0 Prohibitions

9.1 Division of Contracts

No employee of the City shall divide a procurement or a contract to avoid the requirements of the tender, proposal, quotation or corporate business card procedures. Nor shall procurements be split in order to circumvent prescribed spending authority dollar limits.

9.2 Interference in the Procurement Process

Elected officials, appointed officers and employees shall not knowingly cause or permit anything to be done or communicated to anyone in a manner which is likely to cause any potential supplier to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the City. This also includes a contract with any other municipality, local board or public body involved in the procurement of goods and/or services either jointly or in co-operation with the City.

Elected officials shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Elected officials should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Elected officials who receive inquiries from suppliers related to any specific procurement shall immediately direct those inquiries to the Department Head in charge of the procurement.

9.3 Independent Contractor Status

No contract for goods and/or services shall be awarded where the outcome of said contract would result in the establishment of an employee-employer relationship.

10.0 Procurements Methods

The designated procurement staff shall determine the procurement process to be used to procure goods and/or services and they will ensure an open, fair and transparent process. A competitive process will invite qualified providers to compete by making a fair offer to the City. The competitive process includes price inquiries, quotations, tenders, proposals and expressions of interest.

The procurement methods may be utilized individually or in combination with one another, as may be appropriate in the circumstances.

All methods of procurement, except for the exemptions in Item 12, shall be conducted through or reviewed by the Department Head.

10.1 Corporate Business Card

Corporate Business Cards shall be used in the following circumstances:

- Point of Sale procurements (POS)
- Online procurements
- Telephone/email procurements
- In any circumstances where a Corporate Business Card is accepted.

For procurements by staff within their applicable approval limits where:

- The goods and/or services are readily available at retail outlets or from service providers
- Are required on an item by item basis

Approved employees will be issued Corporate Business Card to use for procurements, up to approval limits, of goods and/or services in support of sound business practices. The provision of a Corporate Business Card is based on the need to procure goods and/or services for the City and the card may be revoked based on change of assignment or location. The provisions of a Corporate Business Card is not an entitlement nor reflective of title or position.

Benefits of the Corporate Business Card program accrue at the Finance level by reducing the number of cheques processed and at the supplier level by reducing their invoicing to the City and the time for payment.

No employee shall use the Corporate Business Card to procure goods and/or services unless appointed and authorized by the delegate. Any use of a Corporate Business Card shall be in accordance with the Procurement Policy and all other City by-laws and policies. Department Heads are ultimately responsible for ensuring that procurements within their department are made in accordance with the applicable by-laws and policies.

A Corporate Business Card will be issued once the employee has read, signed and submitted the Cardholder Agreement form to the Treasurer, which sets out in writing the employee's responsibilities and restrictions regarding the use of the card.

All Corporate Business Cards issued will have a predetermined "single transaction limit" and a "monthly credit limit".

All Corporate Business Cards will be blocked from obtaining cash advances.

Suppliers will not be rejected for refusing to accept the Corporate Business Card.

The City assumes liability for all authorized charges on the Corporate Business Cards, not the individual cardholder.

Cardholders are required to provide detailed and itemized receipts appropriately received and coded for processing for each transaction.

The Corporate Business Card shall not be used:

- For any procurement of goods and/or services that are prohibited under the Procurement Policy or any other City by-law or policies
- For personal use
- When the total procurement price exceeds the single purchase limit on the card*

* **Note:** if a transaction is in excess of the single purchase limit on the applicable purchasing card, the purchaser may apply to the Finance department for use of the City's main corporate purchasing card as per the Corporate Purchasing Card procedures.

Individual transactions are not to be subject to splitting, which is the practice of committing multiple Corporate Business Card transactions to circumvent delegated authority levels and thus bypassing the City's competitive bidding process, nor are the cards to be used on a repetitive basis to circumvent prescribed approval authority limits. With the appropriate approvals, cardholder limits may be increased either temporarily or permanently based on need by the City Manager.

Permanent full-time employment status is required to obtain a Corporate Business Card.

Misuse of the Corporate Business Card and/or failure to meet the Cardholder's responsibilities may result in cancellation of the employee's authority to use a Corporate Business Card and/or further disciplinary action as per the City's Disciplinary Policy.

Procurements under a \$2,000 dollar value do not require an RFQ, RFP, RFT or purchase order; however, obtaining competitive quotes is considered good business

practice and should be obtained.

10.2 Request for Quotation (FRQ)

Request for Quotation (RFQ) may be used when:

- The estimated price is not greater than \$50,000
- The requirements can be fully defined
- The best value can be achieved by an award selection made on the basis of the lowest quotation that meets specifications

i) Informal Quotations (under \$2,000)

The City shall obtain competitive pricing for procurement in an expeditious and cost effective manner through phone, vendor advertisements or catalogues and other similar communication methods.

Procurements under a \$2,000 dollar value do not require an RFQ, RFP, RFT or purchase order; however, obtaining competitive quotes is considered good business practice and should be obtained.

ii) Informal Quotations (\$2,000 to \$15,000)

The City shall obtain written competitive pricing for procurement in an expeditious and cost effective manner through fax, email or mail from at least two (2) potential vendors.

Informal quotations are used when procuring goods and/or services for general operating expenditures.

iii) Formal Quotations (\$15,001 to \$50,000)

Formal quotations shall be used for higher value procurements and where a more detailed outline of the proposed goods and/or services is required to obtain the best value.

Designated staff will prepare the solicitation document and send it to at least three (3) potential vendors and evaluate the responses to the solicitation.

See Section 11.5 General Provisions for more details on the process required to be followed.

10.3 Request for Tenders (RFT)

Request for Tender (RFT) may be used in the circumstances set out in Section 10.2 but shall be used when:

- The estimated price is \$50,000 or greater
- The requirements can be fully defined to permit the evaluation of tenders against clearly stated criteria
- Best value can be achieved by an award selection made on the basis of the lowest tender that meets specifications

10.4 Request for Proposal (RFP)

Request for Proposal (RFP) may be used when:

- One or more of the criteria for issuing a call for Tender or Quotation cannot be met
- The requirements are best described in a general performance specification
- Innovative solutions for a procurement are sought

10.5 General Provisions

City of Temiskaming Shores personnel must not release any information made available as an employee that is not available to the public on request. Information made available to a potential supplier must be made available to all potential suppliers. During the competitive processes, personnel shall not release any information which may provide one supplier with an advantage over another.

Any and all information provided, with the exception of documents relating to a Public Tender Opening, by a potential supplier during these processes shall remain confidential pending analysis and award.

Department Heads or other designated staff shall be responsible to:

- i) Prepare solicitation document submissions which must be addressed to the attention of the Municipal Clerk and include the Quotation, Tender or Proposal number and designated closing date and time.
- ii) Where applicable, solicitation document instructions are to include as part of the terms and conditions the requirement that the bidder must furnish evidence of compliance with the requirements of the Workplace Safety and Insurance Board and Harmonized Sales Tax.
- iii) Where applicable, solicitation documents must clearly indicate insurance requirements to be provided by the successful bidder and must furnish the municipality with a Certificate of Insurance which provides for an additional insured clause naming the municipality under the general comprehensive liability insurance. For contractors with automobile liability insurance only, proof of insurance will be required.
- iv) Where applicable, all documents shall have provision for a document fee as approved in the Municipal Fees By-law.

- v) Where applicable, Bid Deposits for a specified amount shall be in the form of a bid bond, certified cheque, money order or letter of credit.
- vi) The municipality does not pay interest on bid deposits.
- vii) Bid deposits must be original documentation, signed and sealed as appropriate.
- viii) Competition ads and solicitation documents shall include a clause that reads *the lowest or any tender may not necessarily be accepted*.
- ix) A competitive process will be advertised in local media and on the City website when the goods and/or services is valued over \$50,000 or when the value is under \$50,000 and it is necessary or practical to do so for fair notice of the competition and may be mailed to qualified service providers/suppliers.
- x) A copy of the solicitation document must be provided to the Municipal Clerk.
- xi) All submissions must be received by the Municipal Clerk and upon receipt the time and date shall be indicated on the envelopes.
- xii) Any changes or additional information shall be provided in writing to all parties who have supplied bid documents. This will ensure that no parties shall have an unfair advantage during the bid process.
- xiii) Disclosure of information received relevant to the issue of solicitation requests or award of contracts as a result of any solicitation shall be made to the Municipal Clerk in accordance with the provisions of the Municipal Freedom of Information and Protection to Privacy Act, as amended.
- xiv) The Municipal Clerk is responsible to maintain current insurance certificates and WSIB certificates or any other documentation as called for in the solicitation documents.
- xv) Original documents must remain with and will be retained by the Municipal Clerk.

10.6 Submission of Bids

Unless otherwise indicated in the competitive bid documents, bids shall be accepted in paper form at City Hall prior to the time and date specified by the competitive bid.

The closing time shall be clearly stated in the competitive bid documents.

In the event of a requirement to change the closing date and/or time of a bid submission, all parties who have been provided with the bid documents shall be advised in writing of the change.

Bids received at City Hall later than the specified closing time shall be returned unopened to the bidder. The official time is the time/date stamp.

A bidder who has already submitted a bid may submit a further bid at any time up to

the official closing time and date specified by the competitive bid documents. The last bid received shall supersede and invalidate all bids previously submitted by the same bidder.

A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

10.7 Bid Opening

The opening of bids shall commence shortly after the bid closing time, unless the Clerk or designate postpones the start to some later time, but the opening shall continue once started until the last bid is opened.

In the event of unforeseen circumstances and the need for postponement of the competition opening, the City shall make every endeavor to notify all proponents at the earliest possible opportunity when circumstances become known.

The Clerk shall first before reading the submitted name, consult with the "Ineligible to Bid" list. Should the proponents name appear on such list, the Clerk shall declare the proponent to be ineligible to bid and the submission returned to the proponent unopened.

The Clerk shall read aloud the proponents name and final bid price, along with the statement "all offered prices are offers only and subject to scrutiny". All proponents whether successful or not will be notified of results, in writing at a later date.

10.8 Evaluation of Bids

i) No Acceptable or Equal Bids

Where bids are received that exceed budget, are not responsive to the requirement or do not represent fair market value, a revised competitive request shall be issued in an effort to obtain an acceptable bid unless the section below applies.

The City Manager and Department Head jointly may waive the need for a revised competitive request and enter into negotiations with the lowest responsive bidder or a highest responsive bidder for a revenue-generating bid selection emanating from a competitive bid, under the following circumstances:

- The total cost of the lowest responsive bid is in excess of the funds appropriated by Council for the project or the highest responsive bid revenue is less than that made in appropriate accounts in Council approved divisional estimates; and
- The City Manager and Department Head agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the competitive bid.

The method of negotiation shall be those accepted as standard negotiating procedures that employ ethical public procurement practices in consultation with the Department Head.

The City reserves the right in its absolute and sole discretion to cease negotiations and reject any offer.

In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, the bid with the earliest official date/time stamp as indicated on the bid envelope will be considered the first bid received.

ii) Only One (1) Bid Received

In the event only one (1) bid is received in response to a competitive bid, the Department Head may return the unopened bid to the bidder when, in the opinion of the City Manager and Department Head, using criteria based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid, the Department Head shall inform the bidder that the City may be re-issuing the competitive bid at a later date.

Or, in the event that only one (1) bid is received in response to a request for competitive bid, the bid may be opened and evaluated in accordance with the City's usual procedures when, in the opinion of the City Manager and Department Head, the bid should be considered by the City. If, after evaluation the bid is found not to be acceptable, the procedures as indicated in the above paragraph may be followed with some modifications.

In the event that the bid received is found acceptable, it will be awarded.

- Fair and impartial award recommendations for all contracts and tenders. This means that no preferential treatment is extended to any supplier, including local companies. Not only is it against the law, it is not good business practice since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.

iii) Supplier Barring Protocol

In order to ensure that the City of Temiskaming Shores (the "City") is receiving quality goods and services and value for public money and in the interests of increasing the efficiency of the procurement process, the City may disqualify suppliers from eligibility to compete for or be awarded City contracts for prescribed time periods for the following reasons:

- a) The supplier brought frivolous or vexatious litigation proceedings against the City.

- b) The supplier failed to honour a proposal submitted in response to a City procurement opportunity.
- c) The supplier failed to disclose conflicts of interest in connection with City procurement opportunities.
- d) The supplier was convicted of bid-rigging, price-fixing or collusion or other statutory offenses.
- e) The supplier engaged in unethical business practices.
- f) The supplier had significant performance issues on a prior contract with the City.

The analysis and factors to be considered by the City in making a decision to disqualify a supplier are set out in greater detail in Appendix D to this policy. Generally, a decision to bar a supplier from submitting proposals or from being eligible from contract award must be exercised cautiously. The decision must be applied fairly, supported by evidence, exercised in accordance with the factors set out in this policy and appropriately approved. While a decision to place a supplier on the disqualification list is discretionary, such a decision must be exercised consistently and fairly.

10.9 Award

i) Contractual Agreement

The award of a contract may be made in writing to the successful proponent by way of an Agreement (By-law), Resolution or Purchase Order.

A Purchase Order or Resolution of Council is to be used when the resulting contract is straightforward and will contain the City's standard terms and conditions, eg. Procurement of materials, goods and services.

An Agreement (By-law) is to be used when the resulting contract is complex and will contain terms and conditions other than the City's standard terms and conditions eg. Construction Projects.

It shall be the responsibility of the City Manager and Department Head to determine if it is in the best interest of the City to establish an agreement with suppliers.

Where an agreement is required, as a result of the award of a contract by delegated approval authority, the Mayor and Municipal Clerk shall execute the agreement in the name of the City upon Council approval.

A purchase order is not required to be issued if an agreement (by-law) or resolution is passed, however may be issued if requested by the supplier.

Where a formal agreement (by-law) is not required, the authorized personnel shall issue an authorized Purchase Order incorporating the terms and conditions relevant to the award of the contract.

ii) Contract Amendments or Change Work Orders

- a) No amendment to a contract shall be made unless the amendment is in the best interest of the City.
- b) No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirements or scope of work.
- c) Amendments to contracts are subject to the identification and availability of sufficient funds within Council approved budgets including authorized amendments.
- d) The City Manager may authorize amendments up to a maximum of 10% of the contract value provided that the total amended value of the contract is within the approved budget limit.
- e) Department Heads may authorize amendments up to a maximum of 5% of the contract value provided that the total amended value of the contract is within the approved budget limit.
- f) Where expenditures for the proposed amendment combined with the price of the original contract exceeds the Council approved budget for the project, a memo or report shall be submitted to Council recommending the amendment and the proposed source of financing.
- g) Council must approve all change work orders over the City Manager's approval % limit and the Department Head's approval % limit.
- h) All contract extensions or change work orders within the approval limit of the City Manager or Department Head shall be reported to Council at the conclusion of the project.
- i) All contract extensions and change work orders must be communicated to the Treasurer for presentation as part of the financial reporting.

iii) Execution and Custody of Documents

The Mayor and Municipal Clerk are authorized to execute formal agreements in the name of the City for which the award was made by delegated authority.

The City Manager, Department Head and/or other authorized personnel shall have the authority to execute Purchase Orders issued in accordance with this Policy.

The Municipal Clerk shall be responsible for the safeguarding of all original procurement and contract documents/records for the contracting of goods, services or construction for which the award is made by delegated authority.

iv) Performance Evaluation

At the outset of a project the Department Head shall institute a performance evaluation process in contracts where the City Manager and/or Department Head determine that a performance evaluation would be appropriate.

The performance evaluation shall rate the supplier, contractor or consultant on standard criteria adopted from time to time (ie. failure to meet contract specifications, terms and conditions, health and safety violations, etc.). A copy of the award letter and performance evaluations shall be provided to the supplier, contractor or consultant in advance of the contract and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the supplier, Department Head and a copy to the project file.

On completion of the project the Department Head will review the evaluation. All supporting documents pertaining to any substandard performance and comments must be attached to the evaluation document. The Department Head will forward a copy of the completed evaluation to the supplier, contractor or consultant for their records. The supplier, contractor or consultant may request a meeting with the Department Head to discuss the evaluation.

10.10 Non-Competitive Procurements

i) Emergency Procurements

Where an Emergency exists requiring the immediate procurements of goods, services or construction, a Department Head may procure the required goods, services or construction by the most expedient and economical means, notwithstanding any other provision of this By-law. As soon as practicable thereafter, the Department Head shall comply with this By-law.

For all emergency procurements made by a manager/supervisor, the manager/supervisor shall as soon after the procurement as reasonably possible, notify the Department Head with a written report detailing the circumstances of the emergency along with the signed purchase requisition.

In all circumstances where the emergency procurement exceeds \$25,000, the Department Head shall prepare a report to the City Manager.

ii) Single/Sole Source

In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended by the Department Head in consultation with the City Manager for consideration on the grounds that it is more cost effective or beneficial to the City and where the expenditure will exceed \$10,000, approval must be obtained by Council prior to the negotiations with the single source. The Department Head or designate shall be responsible for submitting a report detailing the rationale supporting the use of the single

source and to obtain approval from Council for the tendering procedure to be waived and for authorization to negotiate with the sole source supplier.

In every circumstance where there is a single source supplier selected, a report must be kept on file that includes the reason why a single source supplier was selected. This report should be signed by staff involved in the process, including the Department Head responsible. A copy of this report is to be forwarded to the City Manager.

10.11 Blanket Purchase Order

A Blanket Purchase Order is established when the number of purchase orders issued for the same type of product becomes significant, eg. Office Supplies.

The following conditions will apply to a Blanket Purchase Order:

- For a specified period of time, not exceeding one (1) calendar year;
- Must be with the current budget year;
- Must be for specific, identified items; and
- A formal quotation process is required to the issuance of a blanket purchase order.

More than one supplier may be selected where it is in the best interest of the City and the Bid Solicitation allows for more than one.

The expected quantity of the specified goods, services or construction to be procured over the time period of the agreement will be as accurate an estimate as practical and be based, to the greatest extent possible, on previous usage adjusted for any known factors.

10.12 Co-operative Procurement

The City may where it is in the best interest of the taxpayers, be a member of a co-operative purchasing group made up of several public agencies. This group pools its expertise and resources in order to practice good value analysis and to purchase goods and/or services in volume to save tax dollars. The individual policies of the government agencies or public authorities participating in the co-operative competitive bid are to be the accepted by-law for that particular competitive bid.

The decision to participate in a co-operative procurement agreement will be made by the Department Head for Council consideration and approval.

11.0 Complaint Resolution

The City of Temiskaming Shores encourages the most open, competitive bid process for the procurement of goods and/or services procured utilizing available procurement methods with the objective of equitable treatment of all vendors.

To maintain the integrity of the process, suppliers who believe that they have been treated unfairly shall submit an objection to the City Manager providing sufficient detail regarding the complaint.

The City Manager shall arrange a debriefing with the supplier to explain the evaluation process that led to the selection of the successful supplier.

The City Manager shall investigate the complaint and make a recommendation to the Department Head initiating the procurement, or Council, as appropriate.

To ensure that the complaint process is seen to be fair and impartial, elected officials shall not advocate on behalf of suppliers who have submitted an objection.

12.0 Exceptions

Wherever possible staff will seek to obtain the best possible value for goods and/or services; however, the procurement methods described in this policy may not apply to the procurement of the following goods and/or services:

12.1 Training and Education

- Registration and tuition fees for conferences, conventions, courses and seminars
- Magazines, books and periodicals
- Memberships

12.2 Refundable Council/Employee Expenses

- As per Municipal Business, Travel and Expense Policy
- As per Collective Agreement

12.3 Employer General Expenses

- Payroll deduction remittances
- Insurance Premiums (Health, Liability)
- Postal Services
- Courier Services
- Licences (communication, vehicle, amusement devices, etc.)

- Debenture payments
- Damage claims
- Petty cash replenishments
- Tax remittances
- Other government agencies (federal, provincial, municipal)

12.4 Utilities

- Hydro
- Natural Gas
- Telephone
- Cell Phone
- Hot Water Tank Rentals
- Internet

12.5 Advertising

- Radio
- Television
- Newspaper
- Magazine

12.6 Professional Services

- Medical services
- Expert witnesses
- Municipal solicitor
- Municipal auditor
- Collection agency
- Appraisers
- Banking services

Bid Irregularities

	Irregularity	Response
1	Late Bids	Automatic Rejection Returned unopened to the bidder (if known)
2	Unsealed Envelopes	Automatic Rejection
3	Insufficient Financial Security	
	a) No bid deposit, uncertified cheque or financial security not an original (photocopy or facsimile of a financial security)	Automatic Rejection
	b) Amount of Financial Security is insufficient:	Automatic Rejection
	i) Amount of security is expressed as a percentage of total sum	Automatic Rejection; unless in the opinion of the Department Head or City Manager, the insufficiency in the financial security is trivial or insignificant
	ii) Amount of security is expressed as a dollar figure	Automatic Rejection
	c) Name or signature of supplier or bonding company are missing or incomplete	Automatic Rejection
	d) Failure to provide letter of agreement to bond (if required)	Automatic Rejection
4	Bid Document – Execution	
	a) Bids completed in erasable medium	Automatic Rejection
	b) Signature of Representative	
	i) Signature of representative authorized to bind the supplier missing or incomplete on bid document	Automatic Rejection
	ii) Electronic signature of representative authorized to bind the supplier shown on Form of Submission	Two (2) working days* to obtain original signature
	c) Form of Proposal or Quotation missing or incomplete	Two (2) working days* to correction to the satisfaction of the Department Head, otherwise automatic rejection
	d) Form of Tender missing or incomplete	Automatic Rejection
	e) Signature of witness, if required, missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection
	f) Date of Bid missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection, or if stated in the Bid Solicitation, automatic rejection
5	Incomplete, illegible or obscure Bid or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed)	Two (2) working days* to correct to the satisfaction of the Department Head, otherwise automatic rejection

6	Document, in which all necessary Addenda have not been acknowledged	Two (2) working days* to confirm Bid to the satisfaction of the Department Head or if stated in the Bid Solicitation, automatic rejection
7	Failure to attend mandatory site visit (if required)	Automatic Rejection
8	Bid received on documents other than those provided in the Bid Solicitation	Automatic Rejection unless allowed for in the bid Solicitation
9	Failure to insert the bidder's business name in the space provided in the Bid Solicitation Form	Automatic Rejection unless in the opinion of the Department Head, the incomplete nature is trivial or insignificant
10	Mathematical Errors	Two (2) working days* to initial the correction as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept the Bid as corrected
11	Qualified Bids (Bids qualified or restricted by an attached statement)	Automatic Rejection
12	Bids containing minor obvious clerical errors	Two (2) working days* to confirm Bid to the satisfaction of the Department Head
13	Any other irregularities	The Department Head or designate shall have the authority to waive other irregularities or grant two (2) working days to initial such other irregularities considered to be minor.
* Where "working days" is specified, this is from the hour the Bidder is notified by municipal staff of the irregularity.		

Levels of Approval Authority

Approval Authority	Dollar Value (including taxes, duty or shipping)	Tool/Procurement Process	Policy Section
Council	Greater than \$50,000	Single or Sole Source	6.1
	Greater than \$100,000	RFQ, RFP or RFT	
	Greater than 10% of total contract amount	Change work order or Contract Extensions – previously approved by City Council	
City Manager	Up to \$50,000	Single or Sole Source	6.2
	Up to \$100,000	RFQ, RFP or RFT	
	Up to 10% of total contract amount	Change work order or Contract Extensions – previously approved by City Council	
Department Head	Up to \$25,000	Invoices/Purchase Orders	6.3
	Up to \$25,000	RFQ, RFP, RFT	
	Up to 5% of total contract amount	Change work order or Contract Extensions – previously approved by City Council	
Treasurer	Up to \$25,000	Invoices	6.4
Manager/ Supervisor	Up to \$10,000	Invoices/Purchase Orders	6.5
	Up to \$10,000	RFQ	
An employee authorized by the City Manager	As approved by City Manager	Invoices/Purchase Orders	6.6

Procurement Thresholds and Methods

Procurement Thresholds	Procurement Methods	Process
\$0 - \$2,000	Open procurement	<ul style="list-style-type: none"> ➤ No quotations required ➤ Utilize corporate purchasing card whenever possible
\$2,000 - \$15,000	Informal Quotation	<ul style="list-style-type: none"> ➤ Two (2) or more competitive written quotations by fax, email or mail ➤ Purchase order required
\$15,001 - \$50,000	Formal Request for Quotation or Proposal or Tender	<ul style="list-style-type: none"> ➤ Formal process of bid solicitation ➤ Section 11.5 General Provision for details
\$50,000 or greater	Formal Request for Tender or Proposal	<ul style="list-style-type: none"> ➤ Formal process of bid solicitation ➤ Section 11.5 General Provision for details

Note: Obtaining competitive quotes is considered good business practice and should be obtained during all procurement methods.

Supplier Barring Protocol

1.0 Reasons for Disqualification

The City may disqualify a supplier for one of the following five categories of reasons:

1.1 Litigation

If a supplier engages in litigation against the City, the City may consider whether or not such litigation should disqualify that supplier from participating in future procurement opportunities with the City. Note that litigation brought by the City against a supplier is addressed in Section 1.5.

A supplier who engages in litigation against the City should only be disqualified in connection with the litigation proceedings if there are valid commercial or business reasons for doing so. Disqualification should not be exercised as retaliation against a supplier for bringing a legitimate lawsuit against the City. In evaluating whether a litigious supplier should be disqualified, the City should consider the following qualitative factors in its analysis:

- Is there a connection between the type of work being procured and the current procurement opportunity?
- Is there a history of litigious conduct with the supplier and has that history resulted in increased costs to the City?
- What was the outcome of the litigation? For example, was it frivolous/vexatious or were damages awarded in favour of the supplier?
- Does the supplier's litigation with the City call into question the supplier's ability to provide the work or services that are the subject of the current procurement opportunity?

1.2 Failure to Honour a Proposal

If a supplier submits a proposal or submission in response to a City procurement opportunity and that supplier subsequently refuses to honour its submission or the pricing included in that submission, the City may consider disqualifying that supplier from participating in future procurement opportunities with the City. However, a supplier should not be disqualified if its failure to honour a proposal or submission was a legitimate withdrawal of that submission. Accordingly, the reason why a proponent did not honour its submission must be analyzed and considered in making a decision to disqualify that supplier. Factors that the City may consider in such analysis include, but should not be limited to, the following:

- If the City and the highest-ranked supplier in a procurement opportunity attempt to negotiate an agreement and for valid business reasons are unable to come to an agreement, that supplier should not be disqualified.
- If a proponent fails to honour its submitted pricing because of a change in

market conditions, the City should consider whether pricing fluctuations are common in the industry. If price increases are common, the City should consider whether the proponent should have factored this into their submitted pricing. For example, could the market conditions have been reasonably predicted within the industry?

- If a proponent does not honour its submission because it is too busy on other contracts at the time of award and the procurement opportunity was awarded according to the published timetable, the City should consider disqualifying that proponent because proponents should only submit proposals if they are capable of delivering the services.
- Other reasons for a proponent's failure to honour a submission or pricing should be reviewed contextually and fairly.

1.3 Failure to Disclose a Conflict of Interest in Connection with a City Procurement Opportunity

If a proponent fails to disclose a conflict of interest during a City procurement opportunity or during the performance of a contract with the City and the City subsequently discovers that such a conflict of interest exists, the City may disqualify that supplier from participating in future procurement opportunities after conducting an analysis based on the following factors:

- The nature of the conflict of interest, including whether it is a perceived or an actual conflict of interest and the materiality of the advantage that such a conflict may have given the supplier.
- Whether the supplier knowingly failed to disclose such a conflict of interest.
- The impact such a failure to disclose the conflict of interest had or may have on the City, including its reputation and the impact on its obligation to conduct a fair competitive procurement process.

1.4 Participation in Bidding Practices that are Sanctioned by Statute, including the Criminal Code or the Competition Act

If the City has reason to suspect that a proponent or proponents are engaged in bid-rigging, price-fixing, bribery or collusion or other behaviours or practices sanctioned by federal or provincial statutes in connection with a City procurement opportunity, the City should contact the appropriate authorities and provide such assistance as is required to support a subsequent investigation and, if applicable, prosecution. If a supplier is convicted of bid-rigging, price-fixing or collusion or other behaviours or practices sanctioned by federal and provincial statutes in connection with a City procurement or in connection with other public sector procurements, the City may disqualify that proponent for a minimum period of one year.

1.5 Unethical Bidding Practices

A proponent may engage in unethical bidding practices that do not amount to a

criminal or statutory offense, but such practices may still warrant disqualification from bidding on the City procurement opportunities. Examples of such unethical bidding practices include inappropriate offers of gifts to City employees from potential suppliers, misrepresentations in proposals and inappropriate in-process lobbying of or communications with City employees by proponents during a procurement process. The City must conduct a full review of the unethical practice in question and perform a contextual analysis to determine whether or not the proponent or supplier in question should be disqualified, including consideration as to the impact the unethical bidding practice had on the City's ability to run a fair procurement process.

1.6 Poor Performance

If a supplier performs poorly on an existing contract with the City, the City may consider disqualifying that supplier in the following circumstances:

- The contract was terminated for performance issues prior to expiry.
- There were un-rectified performance issues on a contract that resulted in extra costs to the City.
- The goods were defective and were not replaced or repaired or required multiple repairs.
- The City felt it was necessary to engage in litigation against the supplier in connection with issues related to the contract.
- The supplier received a performance rating of less than 50% on a contract with the City.
- The supplier received an average performance rating of less than 80% on three contracts with the City.

In order to disqualify a supplier for one of the contract performance-related issues set out above, the contract in question must have been effectively managed by the appropriate City staff. Effective management includes giving written notification to the supplier of performance issues and documenting the escalation of such performance issues. Further, the department must have conducted a performance evaluation at the end of the contract in accordance with the form and content prescribed by Finance. Such performance evaluations will rate factors such as adherence to the terms of the contract, quality of goods or services and responsiveness to City requests. Each supplier must be given a performance rating out of 100 points. Performance ratings of less than 80 points must be supported by appropriate communications and correspondence to the supplier outlining performance issues.

2.0 Disqualification Process

2.1 A proposal to disqualify a supplier must be supported by a written business case that contains all details connected with the analysis using the factors set out in Section 1.0 above.

- 2.2** The business case should also include the proposed length of the disqualification. A supplier may be disqualified for a period of up to five (5) years. The length of the disqualification period should be fair and proportional to the reasons for the disqualification and the full five-year suspension should only be applied in the most serious of disqualifications. A disqualification can either be a blanket disqualification or a disqualification to provide specific goods or services and the business case should clearly set out the scope of the disqualification.
- 2.3** All decisions to disqualify a supplier must be approved by the City manager, unless the City Manager was involved with the specific contract at issue, in which case the business case should be approved by the Treasurer. The decision-maker must consider the written business case, together with all documentation associated with the business case and the specific facts leading up to the proposed disqualification. The decision-maker should consider seeking external advice when appropriate. In addition, the decision-maker should consider seeking written representations from the supplier in question and factoring such written representations into the decision-making process where the documentation supporting the business case is unclear or where it is important to consider the suppliers' perspective on the particular matter.
- 2.4** If the disqualification business case has been approved, the Municipal Clerk should write to the supplier in question informing that supplier that it is disqualified from submitting proposals or responses in respect of the City procurement opportunities for the prescribed time period. The notification letter should contain:
- Full details as to the reasons for the disqualification, including copies of any documents or correspondence to support such a disqualification.
 - The length of the disqualification period and the scope, if applicable.
 - The supplier's right to re-apply for eligibility within the prescribed time period and the process for requesting such a re-application.

3.0 Review of Disqualification

A disqualified supplier may apply to be re-eligible to submit proposals or submissions to the City procurement opportunities upon the completion of half of the original disqualification period. For example, if the original disqualification period was two (2) years, the supplier may apply for review of the disqualification after one year. In order to apply to be re-eligible, the supplier must submit a written case for re-instatement, including supporting documentation if necessary, that provides reasons why the original reason for the disqualification would no longer prove a risk for the City.

Applications for review of eligibility are to be reviewed by the City Manager. If the City Manager is convinced that the reasons for the original disqualification will no longer present risk for the City should it do business again with the supplier in question, then

the City Manager may re-instate the supplier.

4.0 Disqualification List

The City Clerk's department shall maintain a list of all disqualified suppliers. The list should contain the full name of the supplier, the reasons for the suspension, the file number where the business case for the disqualification is filed, the length of the disqualification period and the date of the expiry of the disqualification period. Review of the disqualification list against a list of proponents or respondents should be conducted for each procurement to ensure that disqualified suppliers are not allowed to continue in the process.

Subject: Contract Change Order – Amec - Landfill Expansion Project **Report No.:** PW-001-2017
Agenda Date: January 17, 2017

Attachments

- Appendix 01:** Amec Foster Wheeler Proposal
- Appendix 02:** Contract Change Order No. 2

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-001-2017 particularly Appendix 01 – AMEC Foster Wheeler Proposal for necessary additional work relating to the New Liskeard Landfill Expansion as a result of the Ministry of Environment and Climate Change (MOECC) technical review of the Environmental Assessment (EA); and
2. That Council approves Contract Change Order No. 002 to By-law No. 2010-131, being an agreement with Amec Earth & Environmental (now Amec Foster Wheeler) for engineering services for the expansion of the New Liskeard Landfill Site in the amount of \$72,504 plus applicable taxes.

Background

In 2010, Council approved entering into a contractual agreement with Amec Earth and Environmental (now Amec Foster Wheeler), through By-law No. 2010-131, for work associated with the expansion of the New Liskeard Landfill Site.

Based on the *Environmental Assessment Act* and associated regulations, the development of a new landfill with a proposed capacity of greater than 100,000 cubic meters is subject to an Environmental Assessment (EA). This process is lengthy in nature and involves preparation and Ministry approval of Terms of Reference prior to the preparation and submission of the EA.

Over the past six years Amec Foster Wheeler has worked diligently to accomplish the requirements associated with the process which resulted in the EA being submitted to the Ministry for review in September of 2016.

Analysis

As noted above, Amec Foster Wheeler submitted the EA to the Ministry of Environment and Climate Change (MOECC) in September of 2016. The MOECC completed a technical review of the EA and supplied comments from the solid waste, wastewater,

surface water, air quality and compliance, and hydrogeology divisions. Most of the comments received were from an operational and maintenance nature and can be addressed through the Environmental Compliance Approval (ECA) application process for the landfill. However some comments/requirements received result in additional work to be done prior to the submission of the ECA.

On December 8, 2016 a Waste Management Advisory Committee meeting was held in where staff from Amec informed the committee of the MOECC technical review and comments/requirements received. During the meeting it was requested that Amec submit a proposal as a result of the comments/requirements. **Appendix 01** – Amec Foster Wheeler proposal outlines the additional work required.

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 total cost of the proposed additional work is \$73,780.07 (inclusive of non-refundable HST of \$1,276.07) which is within the approved 2017 Capital Budget allocation of \$100,000. This project is being funded by a transfer from the Landfill Reserve Fund.

Alternatives

No alternatives were considered.

Submission

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
 "Original signed by"	 "Original signed by"	 "Original signed by"
_____ Steve Burnett Technical & Environmental Compliance Coordinator	_____ G. Douglas Walsh, CET Director of Public Works	_____ Christopher W. Oslund City Manager

**PROPOSAL FOR SUPPLEMENTAL HYDROGEOLOGICAL ASSESSMENT
NEW LISKEARD LANDFILL**



Submitted to:

City of Temiskaming Shores
P.O. Box 2050
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P0J1K0

Prepared by:

Amec Foster Wheeler, Environment & Infrastructure
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20 December 2016
Amec Foster Wheeler Proposal No.: **PY161100A**



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LIST OF APPENDES

Appendix A: Detailed Cost Estimate and Involvement Matrix

1.0 INTRODUCTION

Amec Foster Wheeler Environment & Infrastructure (Amec Foster Wheeler) is pleased to provide the City of Temiskaming Shores (the City) with the following proposal and associated cost estimate for a supplemental hydrogeological assessment in support of the pending Environmental Protection Act (EPA) Part V approval required to obtain the Environmental Compliance Approval (ECA) for the New Liskeard Landfill Expansion.

As part of the Environmental Assessment (EA) process, the Ministry of Environment and Climate Change (MOECC) has completed a technical review of the EA document (*City of Temiskaming Shores Environmental Assessment for New Waste Capacity*). The MOECC review included comments from the solid waste, wastewater, surface water, air quality and compliance, and hydrogeology. For the most part, the comments have resulted in the identification of specific conditions (operational and monitoring) that will be required to be defined and included in the comprehensive ECA application. However, the technical reviewer for the hydrogeological component has indicated that "Additional site assessment will be required during the EPA Part V approval, including: enhancement of the hydrogeological conceptual model (better defined bedrock flow, the influence of the fault that occurs to the west or and parallel to Hwy 65, and filling the gap in water quality information from the SE part of the CAZ); additional assessment of groundwater impacts under the detailed site design and operations plan; and, the development of the monitoring program and trigger levels for contingency implementation."

The current monitoring well network installed at the site does not instrument the bedrock aquifer in the downgradient area and the inference of a water quality gap in the southeast part of the Contaminant Attenuation Zone (CAZ) will require an additional intrusive investigation to collect the required data. This intrusive investigation will include the instrumentation of both overburden and bedrock aquifers at strategic locations in the CAZ. In addition, this investigation will also include hydraulic testing of the geological formations instrumented by the monitoring wells to enhance the hydrogeological model. Per MOECC request, a surface water monitoring program will be initiated at the Site in 2017 in order to investigate the potential for impacts to surface water quality downstream of the Site.

Within this proposal, Amec Foster Wheeler has provided a project understanding/scope of work to demonstrate our depth of capability to undertake this assignment. Amec Foster Wheeler's proposed project team consists of professionals who have worked on numerous landfill projects, and who are dedicated to providing clients with superior, cost-effective services for environmental and civil projects.

2.0 EXPERIENCE AND KEY PERSONNEL

This proposal is being submitted by:

Amec Foster Wheeler Environment & Infrastructure

131 Fielding Road

Lively, Ontario

P3Y 1L7

Tel: (705) 682-2632

Contact: Tim McBride, ext. 235

2.1 Statement of Qualifications

Key attributes of Amec Foster Wheeler's qualifications to undertake this project are:

- A strong regional presence, with our base of operations in Sudbury for executing this project, we have experienced engineers and hydrogeologists who are intimately familiar with the local geology, and the subject Site in particular;
- The expertise of our proposed Project Team, which includes highly experienced and knowledgeable professionals with extensive landfill experience in Ontario;
- Our broad based capabilities and depth of technical and management resources – we are able to staff all aspects of this project using only Amec Foster Wheeler staff; and,
- Our experience in all aspects of landfill engineering, design, monitoring and closure projects, as demonstrated by the listing of current and recent significant landfill projects provided herein along with a list of client references.

Amec Foster Wheeler has been actively involved in landfill management since its inception over 25 years ago, and possesses significant experience in all aspects of landfill engineering, monitoring and closure for both non-hazardous and hazardous waste disposal facilities. Amec Foster Wheeler's Sudbury office is currently (i.e., during the 2015 monitoring year alone) responsible for the completion of annual monitoring for groundwater, surface water and landfill gas at over 30 landfill and sewage lagoon sites across northern Ontario.

Of these monitoring programs, 23 are multi-year contracts with lengths ranging from three to five years. In addition to these annual monitoring programs, Amec Foster Wheeler is also currently involved in various landfill projects requiring regular liaison with regulators including the MOECC, as well as other government agencies, such as the Ministry of Transportation. For various sites at which Amec Foster Wheeler conducts annual monitoring, Amec Foster Wheeler also assists with capacity assessments, amendments to ECAs, Development and Operations Plans, Closure Plans, financial assurance estimates and other documents to be submitted to the MOECC in addition to the annual monitoring reports. Landfill engineering projects recently undertaken by Amec Foster Wheeler include two landfill expansion projects, the design of a leachate collection and treatment system, and the preparation of a landfill cap installation tender package.

2.2 Project Team

Tim McBride, B.Sc., P.Geo. – Landfill Hydrogeologist - As the Project Manager, Mr. McBride is ultimately responsible for the overall quality and execution of the project, as well as the overall project coordination. Mr. McBride will be a contributing author to the draft and final reports.

Mr. McBride is a Hydrogeologist, leading the environmental group in Amec Foster Wheeler's Sudbury, Ontario office. Mr. McBride is a graduate of the University of Waterloo (Cooperative Program) and has over twelve years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, subwatershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. He has recently completed ten GUDI assessments, two large-scale aquifer development projects (i.e., greater 90 L/s), six government funded regional groundwater management studies and two large diameter municipal well abandonment programs. These studies included delineation of the associated Wellhead Protection Areas and the development of action plans for groundwater protection and management. He has also provided technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario.

Mr. McBride has a strong background in hydrogeology, aquifer development and characterization, landfill assessment, geophysical surveys, shallow combustible gas vapour surveys, lagoon monitoring, and contaminant impact assessment and has supervised the remediation of numerous contaminated properties. Mr. McBride's recent landfill project experience includes rehabilitation of an illegal disposal site (Iron Bridge), hydrogeological assessment of large sewage lagoons (Sudbury), hydrogeological assessment and obtainment of a C of A for a large woodwaste facility (Kirkland Lake), small site hydrogeological risk assessment of three MNR sites in Temagami, and numerous annual monitoring reports for landfill sites across Northern Ontario, including the Timmins Deloro and German Township landfill sites.

Emily Lemieux, B.Sc. – Environmental Scientist – As the Project Environmental Scientist, Ms. Lemieux will be responsible for the data interpretation and compilation, as well as being a contributing author to the draft and final assessment reports.

Ms. Lemieux is a graduate of the University of Alberta, and has 15 years' experience in the environmental field, consisting of a variety of environmental permitting and monitoring projects, as well as fisheries and aquatic studies. She has an excellent understanding of landfill and mine site annual monitoring requirements, and has acted as the Environmental Scientist and Project Manager responsible for the completion of many of these projects, including the production of numerous Annual Monitoring Reports to be submitted to the MOECC, for various clients at a number of sites across northern Ontario. She has completed several landfill capacity assessments for various landfills in Ontario. She has conducted groundwater and surface water



sampling following accepted industry-wide environmental sampling protocols, compared analytical results to the applicable MOECC standards, and reported findings to both the client and the regulators. Ms. Lemieux has completed biological and hydrogeological evaluations for Permit to Take Water applications for numerous mine sites in the Sudbury area, and has assisted with applications for amendments to landfill Certificates of Approval.

She has recently completed two landfill Contingency Plans for submission to the MOECC, including plans for managing potential groundwater, surface water and landfill gas impacts, and has also been responsible for various projects requiring liaising with regulators such as Fisheries and Oceans Canada, and has obtained the required advice, authorizations and permits for numerous projects involving in-water work.

Amec Foster Wheeler will commit the proposed project team for the duration of the contract to ensure continuity. Should circumstances arise where it becomes necessary to substitute or add key members of the project team due to unforeseen circumstances (e.g., illness, maternity leave, etc.), alternates will be offered with equivalent or higher levels of qualifications, experience and ability. However, such substitutions will only be made after receiving prior written approval by the City.

3.0 PROPOSED WORKPLAN

The objective of proposed workplan is to assess the characteristics of the overburden and bedrock aquifers that may need to be affected through the construction or long-term operation of the proposed landfill expansion, as well as the characterization of the groundwater quality prior to further development of the Site. This will be completed by utilizing any existing data and documentation from existing monitoring wells, the advancement of new monitoring wells, as well as aquifer testing.

Amec Foster Wheeler's approach will avoid "re-inventing the wheel" and focus on solutions, while at the same time ensure that regulatory issues are addressed in a cost-effective manner. In addition, our approach provides the necessary checks and balances so that COTS's project manager can ensure that the overall objectives (i.e., balancing cost and risk with a sensible schedule) are being met and effort is not wasted. The following sections detail the scope of work.

Task 1 - Background Information Review / Data Collection

At the on-set of the project, Amec Foster Wheeler will review relevant background information/data provided by COTS, including the location of current monitoring wells, stratigraphic logs, and water quality. Amec Foster Wheeler's Project Manager will review and develop a familiarity with all available background information/data and documentation. Other members of the project team will review specific background information/data and documentation as it relates to their involvement in the project. It is anticipated that a preliminary review of the existing monitoring well installation records, historical water levels and drilling records, for depth and characteristics of both overburden and bedrock will be required, as a minimum.

Task 2 - Groundwater Characterization Study

Monitoring Well Installations

As part of the groundwater characterization study, Amec Foster Wheeler proposes the advancement of three (3) deep bedrock boreholes (one to 20 m and two to 30 m). The 20 m borehole will be advanced to the west in the upgradient/background location, while the two 30 m boreholes will be installed in the downgradient CAZ adjacent to the existing overburden nests (OW-24 and OW-30). Two additional overburden wells will be installed as a nest (to depths of 8 and 16 m) between the existing nests OW-25 and OW-30. The boreholes will be advanced utilizing a standard soils drilling rig equipped with hollow stem augers with split-spoon samples collected at 0.76 m intervals throughout the overburden. The soil profile will be recorded on preliminary field logs, with observations of any evidence of soil contamination (staining or olfactory evidence) being recorded. To facilitate the drilling of bedrock, advancement within the hollow stem augers utilizing diamond coring techniques will be employed.

Following the advancement of the overburden and bedrock boreholes, monitoring wells will be installed in order to allow for the collection of representative ground water samples, as well as to establish the hydraulic gradient within the aquifer. The monitoring wells will be outfitted with environmental standard 50 mm, schedule 40 PVC casing with a 3 m (10 ft), #10 slot PVC screen. The screened section will be backfilled with clean sand and completed with a bentonite seal, a bentonite surface seal and the appropriate style of flushmount/stickup, protective casing.

All monitoring wells will be installed in accordance with O. Reg. 903. In keeping with O. Reg. 903, a copy of the well record will be sent to the MOECC and a copy given to the owner. The owner will be responsible for the upkeep of the monitoring wells and/or their decommissioning, should they be later deemed unnecessary.

Amec Foster Wheeler assumes that access is currently available to all proposed monitoring well locations, and has not provided any budget allowance to provide access to these locations prior to initiation of the drilling program. Upon completion, the top of each monitoring well and the ground elevation at each monitoring well will be surveyed into the adjacent well nests.

Packer Testing of Drill Holes

Amec Foster Wheeler proposes to conduct packer testing the bedrock intervals of the proposed drill holes, as part of this investigation. The packer testing data will provide a better understanding of the hydraulic properties of the bedrock aquifer in the area downgradient of the existing and proposed landfill expansion.

Upon completion of the packer tests, Amec Foster Wheeler will complete the interpretation of the packer testing results and incorporate the understanding into the conceptual groundwater model.



Groundwater Sampling and Analysis

Groundwater sampling will be undertaken at all new monitoring wells, following one week of the installation, in order to allow the effects of drilling to dissipate. Amec Foster Wheeler environmental field personnel will employ a graduated, electronic water level probe to measure the static water table levels in all monitoring wells during the groundwater monitoring events.

The samples will be packaged in a cooler chest and immediately shipped for analysis of the parameters identified in Column 1 of Schedule 5 of the MOECC's Landfill Standards Guideline document. The field parameters indicated below will be monitored in the field using a multimeter instrument capable of measuring pH, temperature, conductivity and TDS.

A sub-contractor will provide services for laboratory analysis. Amec Foster Wheeler will retain AGAT Laboratories, a CALA certified laboratory. AGAT Laboratories is a full service laboratory with a network of laboratories and branches across Canada (including Sudbury), as well as in Mexico. AGAT is the most diversified laboratory in Canada with over 21 major laboratories and 325,000 square feet of laboratory space. With multi-faceted staff experience and state of the art instrumentation, AGAT provides a level of service and quality that sets the standard for the laboratory industry. AGAT provides a single source for clients' laboratory service needs resulting in cost effective and timely analysis while meeting the most up to date technical standards.

Single Well Response Tests

Amec Foster Wheeler will conduct single wells response testing on the five (5) newly installed monitoring wells, plus up to 7 existing wells in distinct stratigraphic units. A single well response test involves pumping, displacing, or adding water and measuring the change in water levels within the well with respect to time. The hydraulic properties determined by the tests are representative of the material immediately surrounding the well; the test may also be affected by the well filter pack. The volume of water removed or displaced should be adequate to ensure that build-up or drawdown can be measured and the water level changes by 10 to 50 centimetres. Multiple methods of analysis exist the most popular include Hvorslev, Cooper, and Bouwer Rice, each method has its own advantages and disadvantages, as well as constraints dependant on the soil conditions and well construction specifications.

The results of the test will be analyzed by a qualified hydrogeologist and a representative estimate of the hydraulic conductivity will be presented. Single well response tests are key in the determination of hydraulic conductivity, transmissivity, ground water linear velocities, arrival time of contaminant sources, and determining migration rates at a site and are integral inputs into the site model required to characterize the groundwater in support of the ECA application.

Task 3 – Surface Water Characterization Study

Per MOECC request, a surface water monitoring program will be initiated in 2017. The program will consist of six monitoring stations, situated at upstream, mid-Site and downstream locations on various watercourses in the vicinity of the Site. The exact locations of the six stations will be

provided to the City for review and approval prior to the commencement of sampling. Sampling events will be undertaken eight (8) times per year, each a minimum of 30 days apart, with mandatory sampling events conducted during spring freshet and summer low flow periods. Analytical parameters will comprise Column 3 of Schedule 5 of the MOECC Landfill Standards Guideline during the spring freshet and summer low flow events, and Column 4 of Schedule 5 during the remaining six sampling events. In addition, specific parameters of concern will be analyzed during the spring freshet event only, to include any compounds known to be commonly in use in industrial or agricultural practices which are occurring in the Site watershed. Parameters of concern will be provided to the City for review and approval prior to the commencement of sampling. A review of the surface water monitoring program and an interpretation of water quality results will be included in the annual monitoring report.

Task 4 – Air Quality Technical Support Documents

Per the MOECC request, during our conference call requesting clarification on the MOECC Air Quality Analyst comments on the EA document additional work is required to address the review comments.

This will require reassessment of possible Landfill Gas (LFG) emission from wastes deposited prior to 2000, noting that annual quantities will be estimated from the 9 year data set (2000 to 2008) with the understanding that the population did not fluctuate significantly between 1990 and 2000. The additional LFG generated from these historical wastes will be compared to what was estimated for 2000 to 2015, and to the estimated LFG generated from the proposed new waste management capacity. The review will focus on odour, and if necessary odour dispersion modelling may be required to show the potential effect at the residences in the vicinity

4.0 PROJECT CONTROLS

The following sections provide a brief discussion of the primary elements of our approach to Project Management and overall Project Quality Control to ensure that the proposed work is completed in a manner that provides accurate and defensible results.

4.1 Project Management Responsibilities

The Amec Foster Wheeler Project Manager will have the primary responsibility for successful execution of the project and will be accountable. She will be responsible for the budget, schedule, resourcing, and ensuring that the technical quality programs are adhered to. The Project Manager will report on technical, financial and contractual issues associated with the project. She will monitor the Amec Foster Wheeler team to ensure progress is in accordance with the schedule, take action to address performance issues, and assist with decisions to best meet project needs in terms of time, quality, and scope.

4.2 Assignment of Resources and Back-Up Personnel

The individuals identified in the Project Team are available immediately to begin work on the



project. As stated previously, in the event a proposed team member becomes unavailable, Amec Foster Wheeler will propose a replacement for approval, prior to substitution.

4.3 Communication Protocol

Amec Foster Wheeler will maintain effective communication throughout the project. The kick-off meeting will be essential to starting this project off properly. After that, Amec Foster Wheeler will convene interim progress meetings at appropriate times during the study. In addition, Amec Foster Wheeler will provide regular updates on the project progress and budget status, and advise of important project issues.

4.4 Cost and Schedule Control

The final scope of work will include a work breakdown structure that will detail the tasks to be undertaken, anticipated effort, personnel, review process within Amec Foster Wheeler, communication and reporting milestones.

The schedule will be tracked and regular updates provided. Detailed breakdowns of the schedule will be developed, as required, to ensure that all of the necessary components have been identified and are on track. To track costs on projects, Amec Foster Wheeler uses an internal website tied to a business systems program (BST), as its primary cost control system for all projects. This system is a fully integrated project management and accounting system that allows the company to manage its services on a client project basis.

4.5 Review Policy

The Amec Foster Wheeler "Project Review Policy" requires an informed independent evaluation of all opinions, conclusions and recommendations that are the outcome of any Amec Foster Wheeler project. Any project document that promises performance obligates Amec Foster Wheeler, or subjects Amec Foster Wheeler (and our clients) to liability exposure in any way, requires review. The work products of every Amec Foster Wheeler staff member who provides opinions, conclusions and recommendations that are the outcomes of all Amec Foster Wheeler projects are subject to this policy. This policy applies to all staff, whether in licensed practice areas, in environmental or in other science or technology related fields.



5.0 SCHEDULE

The following table denotes the proposed scheduling for the execution of the Supplemental Hydrogeological Assessment:

TASK	WEEK OF:
Drilling and Packer Testing	March/ April 2017
Monitoring Well Installations	April 2017
Groundwater Sampling and Single Well Response Tests	April/May 2017
Draft Report Submission	Prior to 15 June 2017
Final Report Submission (with the ECA application)	To be Determined based on the EA approval

7.0 COSTING

The estimated costs for the completion of the Supplemental Hydrogeological Assessment are provided in Appendix A, as Table 1, and include a detailed breakdown of fees and disbursements. The overall cost to complete the required work program is estimated to be **\$72,504**, exclusive of 13% HST. The costs for the work program are based on a time plus disbursements basis and will be invoiced monthly. Incidental disbursements (faxes, photocopies, long distance, computer usage, etc.) will be invoiced at 6% of fees. Out of office disbursements will be charged at cost plus 10% and mileage will be billed at \$0.57/km. All fees are included in our estimate. The overall costs, inclusive of all fees, are to represent a maximum upset limit.

Our estimated cost is based on Amec Foster Wheeler's current knowledge of site conditions and the client's requirements. Should conditions vary during the course of the investigation, Amec Foster Wheeler reserves the right to modify this workplan; however, no budgetary changes will be made without written authorization from the client.

8.0 CLOSURE

Amec Foster Wheeler is confident that given our understanding of the project, our experience and credentials in landfill engineering, our standard of performance (which may be verified through our client references) and our locally based operations, we will be able to provide the City with superior professional services. These same qualities will allow Amec Foster Wheeler to complete the project works in a timely and cost-effective manner providing best value to the City.

Thank you for your consideration of this scope of work and workplan estimate. Should you have any questions or require further information regarding this submission, please do not hesitate to contact the undersigned.

Respectfully submitted,

**Amec Foster Wheeler Environment & Infrastructure,
a Division of Amec Foster Wheeler Americas Limited**



Tim McBride, B.Sc., P.Geo.
Landfill Hydrogeologist



Dan Cacciotti, P.Eng.
Office Manager

City of Temiskaming Shores
Proposal for Supplemental Hydrogeological Services
New Liskeard Landfill
December 2016



Appendix A

Detailed Cost Estimate and Involvement Matrix



Table 1: Detailed Cost Estimate and Involvement Matrix

Task and Scope	AMEC TEAM					Task Total Fees	Disbursements (rounded)		Total Costs
	Project Hydrogeologist T. McBride \$165 per hour	Environmental Scientist E. Lemieux \$115 per hour	Air Quality Specialist L. Laitner \$115 per hour	Field Technician \$67 per hour	CAD Draftsman K. Johnson \$78 per hour		Incidental (office & field equip.) (6% of fees)	Major (field expenses, mileage, etc.)	
Task									
1.0 Background Review and Data Collection	1	2	0	0	0	\$ 395	\$ 24		\$ 419
2.0 Groundwater Characterization Studies	0	1	0	64	0	\$ 4,403	\$ 264	\$ 28,710	\$ 33,377
Monitoring Well Installations	1	0	0	8	0	\$ 701	\$ 42	\$ 10,500	\$ 11,243
Packer Testing	0	1	0	6	0	\$ 517	\$ 31	\$ 640	\$ 1,188
Groundwater Sampling and Analysis	1	0	0	5	0	\$ 500	\$ 30	\$ 500	\$ 1,030
Single Well Response Tests									
3.0 Surface Water Characterization Study	2	2	0	8	2	\$ 1,252	\$ 75	\$ 2,649	\$ 3,976
Spring Freshet Sampling (April)	0	1	0	2	0	\$ 249	\$ 15	\$ 924	\$ 1,188
May Sampling	0	1	0	8	0	\$ 651	\$ 39	\$ 1,416	\$ 2,106
June Sampling	0	1	0	2	0	\$ 249	\$ 15	\$ 924	\$ 1,188
July Sampling	0	1	0	8	0	\$ 651	\$ 39	\$ 1,493	\$ 2,183
Summer Low Flow Sampling (August)	0	1	0	2	0	\$ 249	\$ 15	\$ 924	\$ 1,188
September Sampling	0	1	0	8	0	\$ 651	\$ 39	\$ 1,416	\$ 2,106
October Sampling	0	1	0	8	0	\$ 651	\$ 39	\$ 1,416	\$ 2,106
November Sampling	0	1	0	8	0	\$ 651	\$ 39	\$ 1,416	\$ 2,106
Additional reporting effort required	2	8	0	8	2	\$ 1,942	\$ 117		\$ 2,059
4.0 Reporting									
Air Quality Modelling	0	0	20	0	4	\$ 2,612	\$ 157		\$ 2,769
Draft Hydrogeological Assessment	8	8	0	4	8	\$ 3,132	\$ 188		\$ 3,320
Final Hydrogeological Assessment	4	1	0	1	2	\$ 998	\$ 60		\$ 1,058
Total Manhours/Cost	19	30	20	142	18	\$19,803	\$1,189	\$51,512	\$72,504

Contract Change Order

Project Title: NL Landfill Expansion	Change Order No.:	002
Contractor/Consultant: Amec Wheeler Foster	Contract Value:	\$ 497,260.00
Project No.: N/A	CO Value:	\$ 72,504.00
Date: January 17, 2017	Current Contract Value:	\$569,764.00

Project Description

The City entered into an agreement with Amec Earth and Environmental (now Amec Foster Wheeler) through By-law No. 2010-131 for engineering services for the expansion of the New Liskeard Landfill Site.

Description of Contract Change Order

Amec submitted the required Environmental Assessment to the MOECC in September 2016. The ministry provided feedback on the document which resulted in Amec providing a proposal to satisfy the requirements of the Ministry.

Attachments

Refer to Public Works Administrative Report No. PW-001-2017 for further information.

Respectfully received by:

Reviewed and recommended for approval by:

“original signed by”

“original signed by”

 Steve Burnett
 Tech. & Env. Compliance Coordinator

 G. Douglas Walsh, CET
 Director of Public Works

Approval of Council through Resolution No.: 2017 - _____

The Corporation of the City of Temiskaming Shores

By-law No. 2017-001

Being a by-law to enter into an agreement with Armstrong Township for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2017-PW at the January 17, 2017 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with **Armstrong Township** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-001

Agreement between

The Corporation of the City of Temiskaming Shores

and

Armstrong Township

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 17th day of January, 2017;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Armstrong
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term commencing on the 1st day of January, 2017 and ending on the 31st of December, 2017.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City \$260 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
2. **Renewal** – to notify the City of its intention renew this agreement by **November 15th, 2017**. The City reserves the right to review and amend the processing fee on an annual basis.
3. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
4. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

5. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
6. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Township of Armstrong
P.O. Box 546
35 Tenth Street
Earlton, Ontario
P0J 1E0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Township of Armstrong

Mayor – Robert Ethier

Clerk – Reynald Rivard

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-002

Being a by-law to enter into an agreement with the Township of Chamberlain for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2017-PW at the January 17, 2017 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Township of Chamberlain** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-002

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Chamberlain

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 17th day of January, 2017;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

Township of Chamberlain
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term commencing on the **1st day of January, 2017** and ending on the **31st of December, 2017.**

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City \$260 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
2. **Renewal** – to notify the City of its intention renew this agreement by **November 15th, 2017**. The City reserves the right to review and amend the processing fee on an annual basis.
3. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
4. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

5. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
6. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

The Township of Chamberlain
467501 Chamberlain Road 5
Englehart, Ontario
P0J 1H0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Township of Chamberlain

Reeve – Kerry Stewart

Clerk/Treasurer CAO – Calvin Rodgers

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-003

**Being a by-law to enter into an agreement with the Town of
Cobalt for the acceptance of recyclable materials at the
Municipal Spoke Transfer Station on Barr Drive**

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2017-PW at the January, 17, 2017 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Town of Cobalt** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-003

Agreement between

The Corporation of the City of Temiskaming Shores

and

Town of Cobalt

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 17th day of January, 2017;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Town of Cobalt
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term commencing on the 1st day of January, 2017 and ending on the 31st of December, 2017.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City \$260 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
2. **Renewal** – to notify the City of its intention renew this agreement by **November 15th, 2017**. The City reserves the right to review and amend the processing fee on an annual basis.
3. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
4. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

5. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
6. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Town of Cobalt
P.O. Box 70
18 Silver Street
Cobalt, Ontario
P0J 1C0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Town of Cobalt

Mayor – Tina Sartoretto

CAO – Michelle Larose

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-004

**Being a by-law to enter into an agreement with the
Municipality of Charlton and Dack for the acceptance of
recyclable materials at the Municipal Spoke Transfer Station
on Barr Drive**

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2017-PW at the January 17, 2017 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Municipality of Charlton and Dack** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-004

Agreement between

The Corporation of the City of Temiskaming Shores

and

Municipality of Charlton and Dack

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 17th day of January, 2017;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Municipality of Charlton and Dack
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term commencing on the 1st day of January, 2017 and ending on the 31st of December, 2017.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City \$260 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
2. **Renewal** – to notify the City of its intention renew this agreement by **November 15th, 2017**. The City reserves the right to review and amend the processing fee on an annual basis.
3. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
4. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

5. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
6. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Municipality of Charlton and Dack
287237 Sprucegrove Road
Englehart, Ontario
P0J 1H0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Municipality of Charlton and Dack

Reeve – Merrill Bond

Clerk/Treasurer CAO – Dan Thibeault

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-005

Being a by-law to enter into an agreement with the Township of Harley for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2017-PW at the January 17, 2017 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Township of Harley** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-005

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Harley

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 17th day of January, 2017;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Harley
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term commencing on the 1st day of January, 2017 and ending on the 31st of December, 2017.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City \$260 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
2. **Renewal** – to notify the City of its intention renew this agreement by **November 15th, 2017**. The City reserves the right to review and amend the processing fee on an annual basis.
3. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
4. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

5. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
6. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Township of Harley
903303 Hanbury Road
R. R. # 2
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Township of Harley

Reeve – Pauline Archambault

Clerk – Michelle Lachapelle

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-006

Being a by-law to enter into an agreement with the Township of Hudson for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Municipal Spoke Transfer station;

And whereas Council considered Memo No. 001-2017-PW at the January 17, 2017 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Township of Hudson** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-006

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Hudson

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 17th day of January, 2017;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Hudson
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term commencing on the 1st day of January, 2017 and ending on the 31st of December, 2017.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City \$260 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
2. **Renewal** – to notify the City of its intention renew this agreement by **November 15th, 2017**. The City reserves the right to review and amend the processing fee on an annual basis.
3. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
4. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

5. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
6. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Township of Hudson
903303 Hanbury Road
R. R. # 2
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Township of Hudson

Reeve – Larry Craig

Clerk – Michel Lachapelle

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-007

Being a by-law to enter into an agreement with Phippen Waste Management for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Municipal Spoke Transfer station;

And whereas Council considered Memo No. 001-2017-PW at the January 17, 2017 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Phippen Waste Management** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-007

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Ltd.

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 17th day of January, 2017;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

Phippen Waste Management Ltd.
(herein referred to as “Phippen”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and Phippen, the City hereby grants access to Phippen those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term commencing on the **1st day of January, 2017** and ending on the **31st of December, 2017.**

Section One – Phippen’s Covenants

Phippen covenants with the City as follows:

1. **Processing Fees** – to pay the City \$260 per tonne plus HST for the processing of recyclable materials delivered by Phippen. Such fees to be paid within 30 days of receipt of the invoice from the City.
2. **Renewal** – to notify the City of its intention renew this agreement by **November 15th, 2017**. The City reserves the right to review and amend the processing fee on an annual basis.
3. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of Phippen to be observed or performed;
 - b) damage to the property by Phippen, and persons claiming through Phippen, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
4. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

5. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
6. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with Phippen to allow access, by Phippen to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Phippen. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by Phippen of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) Phippen defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) Phippen fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of Phippen.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of Phippen, addressed as follows:

Phippen Waste Management Ltd.
R. R. # 1
Haileybury, Ontario
P0J 1K0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Phippen Waste Management Ltd.

President – Lois Phippen

Vice President – Randy Phippen

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-008

Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario related to funding provided by the Province under the Dedicated Gas Tax Funds for Public Transportation Program - 2017

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

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

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

And whereas correspondence from the Honourable Steven Del Duca, Minister of Transportation dated December 12, 2016 outlines that the City of Temiskaming Shores will be eligible to receive an allocation of \$130,203 under the Dedicated Gas Tax Funds for Public Transportation Program for 2016;

And whereas the City of Temiskaming Shores provides a public transit service that includes service to, and receives financial contribution from the Town of Cobalt and the City of Temiskaming Shores will continue to act as the host for this joint service;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into a funding agreement with the Minister of Transportation of Ontario under the Dedicated Gas Tax Funds for Public Transportation Program.

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

1. That the Mayor and Treasurer are hereby authorized to enter into a funding agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation of Ontario under the Dedicated Gas Tax Funds for Public Transportation Program in the amount of \$130,203 for 2017 in accordance with and subject to the terms set out in the Letter of Agreement and the guidelines and requirements, attached hereto as Schedule "A" and forming part of this By-law.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2017-008

Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Transportation of Ontario

Funding provided under the Dedicated Gas Tax
Funds for Public Transportation Program

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
416-327-9200
www.ontario.ca/transportation

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416-327-9200
www.ontario.ca/transports



December 12, 2016

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

Dear Mayor Kidd:

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Temiskaming Shores (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), under which two cents of the existing provincial gas tax is provided to municipalities for public transportation expenditures.

Following the passage of the *Dedicated Funding for Public Transportation Act, 2013* (the "DFPTA"), a portion of the tax that is paid to Ontario under the *Gasoline Tax Act* in each fiscal year is dedicated to the provision of grants, including those pursuant to the Program, to municipalities for public transportation.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2016/2017 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount up to **\$130,203** in accordance with, and subject to, the terms set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements, with **\$97,652** payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law(s) and, if applicable, resolution(s), and any remaining payment(s) payable thereafter.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law(s) and legal agreement(s) between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2016/2017 Program year.

7. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement upon notice, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the repayment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 7(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the maximum funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
9. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
10. The Municipality agrees that it will not assign any of its rights or obligations under this Letter of Agreement.
11. The invalidity or unenforceability of any provision of the Letter of Agreement will not affect the validity or enforceability of any other provision of the Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
12. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
13. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
Division Services and Program Management Office
27th Floor, Suite #2702
777 Bay Street,
Toronto, Ontario
M7A 2J8

Once the Ministry has received the copies of this Letter of Agreement signed by the Municipality and authorizing municipal by-law(s) and, if applicable resolution(s), the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Steven Del Duca
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

City of Temiskaming Shores

Per: _____
Mayor

Date: _____

Per: _____
Chief Financial Officer/Treasurer

Date: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2017-009

Being a by-law to authorize the entering into a Radio contract with CJTT 104.5 FM for radio advertising

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;

Whereas Council considered Administrative Report No. CS-001-2017 at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year radio contract with CJTT 104.5 FM for radio advertising for consideration at the January 17, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with CJTT 104.5 FM;

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 three (3) year Agreement with the CJTT 104.5 FM for radio advertising, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to
By-law No. 2017-009
Agreement between
The Corporation of the City of Temiskaming Shores
and
CJTT 104.5 FM
for Radio Advertising

This agreement made in duplicate this 17th day of January, 2017;

Between:

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

And:

CJTT 104.5 FM
(hereinafter called "CJTT")

Whereas the parties hereto have agreed to enter into this Lease.

1. Contract Period

This agreement shall commence on **February 1, 2017** and terminate on **January 31, 2020**.

2. Contract Renewal / Termination

CJTT within the final sixty (60) days of the Contract Period shall notify the City with respect to renewal of the terms of this agreement or propose new terms for an agreement.

3. Extension of Agreement

In the event no new agreement is reached by **January 1st, 2020** this contract will continue for an additional 30 days.

4. Termination of this Agreement

The parties agree that this Agreement may be terminated by either party in sixty (60) days upon written notice from one party to the other.

5. Remuneration

The City shall pay CJTT a monthly amount of \$2,016.83 (\$24,201.96 annually) plus HST over the term of this agreement.

6. Annual Advertising Ads

The following summarizes the number of advertising spots available annually as well as Value Added Promotions:

Number of Ads	Description
625	30 second advertising spot
125	30 second Public Service Ad (PSA) spot

52	10 minute weekly Recreation Report
73/week	Sportsbooster Coverage ¹
12	Monthly City Update ²
12	Monthly Fire Prevention Update ³

Notes:

- ¹ Coverage of recreational events such as swimming classes, sports tournaments, seniors games, etc. and may be limited to two (2) events/coverage;
- ² City representative participates in the 7:30 a.m. live morning Chat to highlight City initiatives;
- ³ City Fire Department representative participates in the 7:30 a.m. live morning Chat to highlight Fire Prevention initiatives;
- ⁴ The Total Value of this agreement if invoiced at applicable rates is \$91,012.40/yr. Thus this agreement represents a savings of \$66,810.44 annually.

7. Agreement Monitoring

In order to permit the City to monitor advertising efforts and ensure efficient use of the agreement, CJTT will provide the City with a summary of advertisement bi-monthly (every second Month) in a format similar to the following table:

		Balance of Ads available for current year:	Approx. 635 remaining	
Dept.	Month	Description	No.	Duration
Public Works	Jan	Boil Water Advisory	3	30 sec
Recreation	Jan	STATO Trail Closed	5	30 sec
Recreation	Feb	STATO Trail Closed	3	45 sec
Fire	Feb	Smoke Alarm Campaign (PSA)	4	30 sec

8. Balance of Commercials

The number of commercial spots available over the term of the contract (750 x 3) 2,250 shall be flexible in there use over the duration of the contract.

Remainder of this page left blank intentionally

The Corporation of the City of Temiskaming Shores

By-law No. 2017-010

Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

Whereas Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

And whereas Council consideration Memo No. 002-2017-CS at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to provide an interim Tax Levy for consideration at the January 17, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it appropriate to provide for such interim levy on the assessment of property in the City of Temiskaming Shores;

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

1. The amount levied on a property shall not exceed the percentage prescribed by the Minister under Section Subsection 317 (3), paragraph 2 of the Act; or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for 2016.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for 2016 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2016 because assessment was added to the tax roll during 2016, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
4. An interim billing of 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for 2016 shall be imposed for all classes.
5. An interim billing of 50 per cent of the annual local improvement charges shall be imposed for all classes, where applicable.
6. The provisions of the by-law apply in the event that assessment is added for the year 2017 to the tax roll after the date this by-law is passed and an interim levy shall be imposed and collected.
7. The said interim tax levy shall become due and payable in two (2) instalments as follows:

- a) approximately 50 percent of the interim levy shall become due and payable on the 15th day of March, 2017; and
- b) the balance of the interim levy shall become due and payable on the 15th day of May, 2017.

Non-payment of the amount on the dates stated in accordance with Section 344 shall constitute default.

- 8. On all taxes of the interim levy, which are in default on the 1st day of default, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1st day of each and every month the default continues, until December 31st, 2017.
- 9. a) On all taxes of the interim tax levy in default on January 1st, 2017, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default.

b) On all other taxes in default on January 1st, 2017, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
- 10. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
- 11. The tax collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
- 12. This by-law shall come into force and take effect on the day of the final passing thereof.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-011

Being a by-law to amend By-law No. 2013-181 being a by-law to authorize the execution of a Site Plan Control Agreement for 251 Shepherdson Road / Roll No. 54-18-010-007-001.07

Whereas Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the former Town of New Liskeard passed By-law No. 2218 designating certain areas within the municipality as Site Plan Control Areas;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2013-181 entering into a site plan agreement with 1470739 Ontario Ltd. for the development of the property located at 251 Shepherdson Road;

And whereas Council considered Administrative Report No. CGP-001-2017 at the January 17, 2107 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-181 to recognize the modified stormwater management plan, as well as the construction of an addition to the building for consideration at the January 17, 2017 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 article 21 of Schedule "A" to By-law No. 2013-181 be deleted in its entirety and replaced with the following:

Appendix 1 – Site Plan dated November 18, 2016; 583 Barr Drive, New Liskeard, Ontario, P0J 1P0; PIN 613380-049;

Appendix 2 – Grading Plan Dwg No. P-01 by H.S. Asfur, P. Eng. of Asfur Engineering dated October 2, 2013 being Revision No. 4 dated December 12, 2016;

Appendix 3 – Accessibility Parking by H.S. Asfur, P. Eng. of Asfur Engineering dated October 7, 2013.

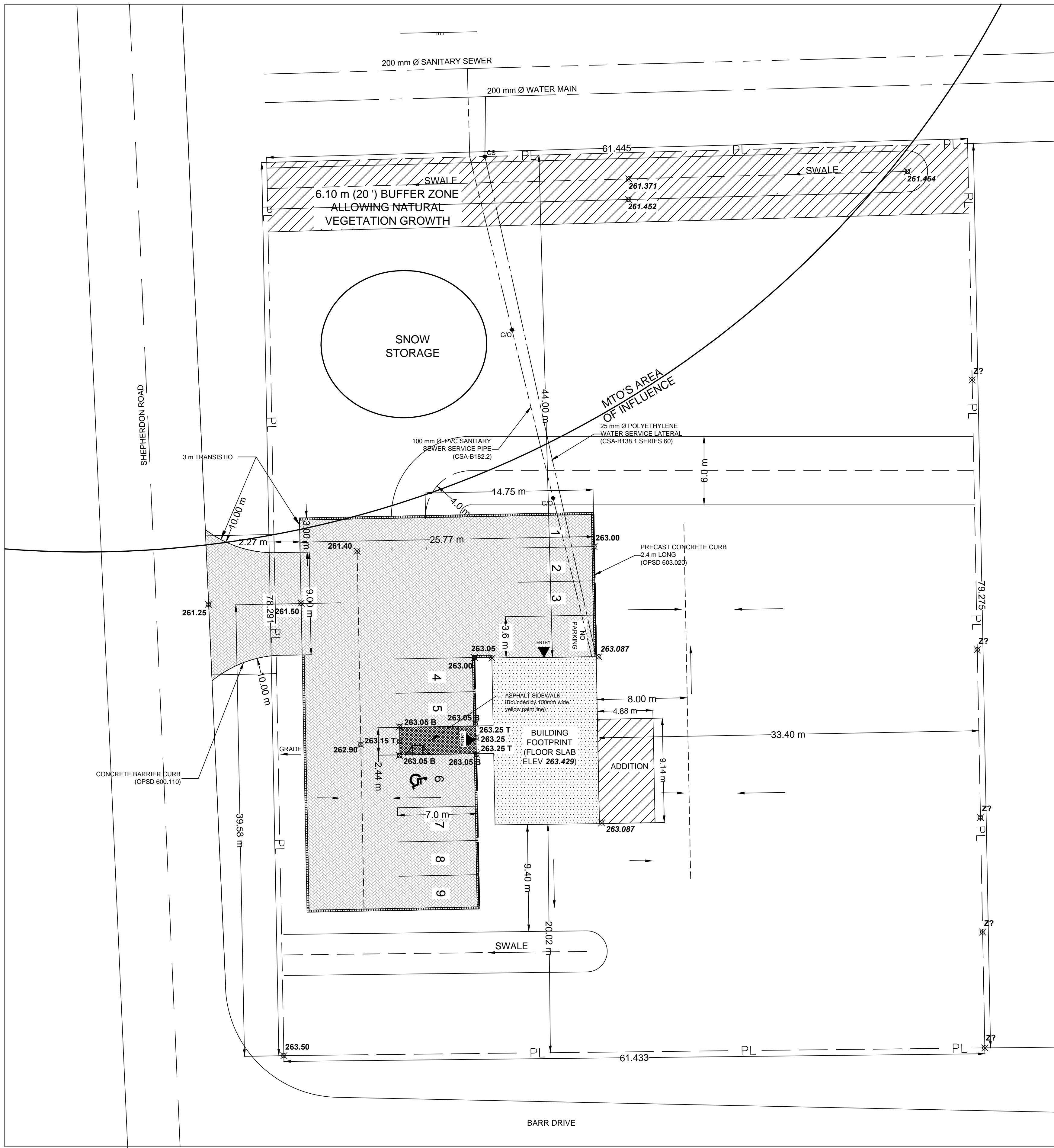
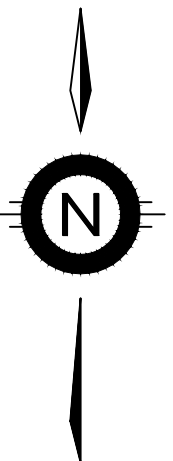
2. That Appendix 1 and Appendix 2 of Schedule "A" to By-law No. 2013-181 be removed and replaced with Appendix 1 "Site Plan" and Appendix 2 "Grading Plan" attached hereto and forming part of this by-law.

3. That a Notice of the amended agreement shall be registered at the Land Titles Office in Haileybury; and
4. That this by-law takes effect on the day of its final passing; and
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

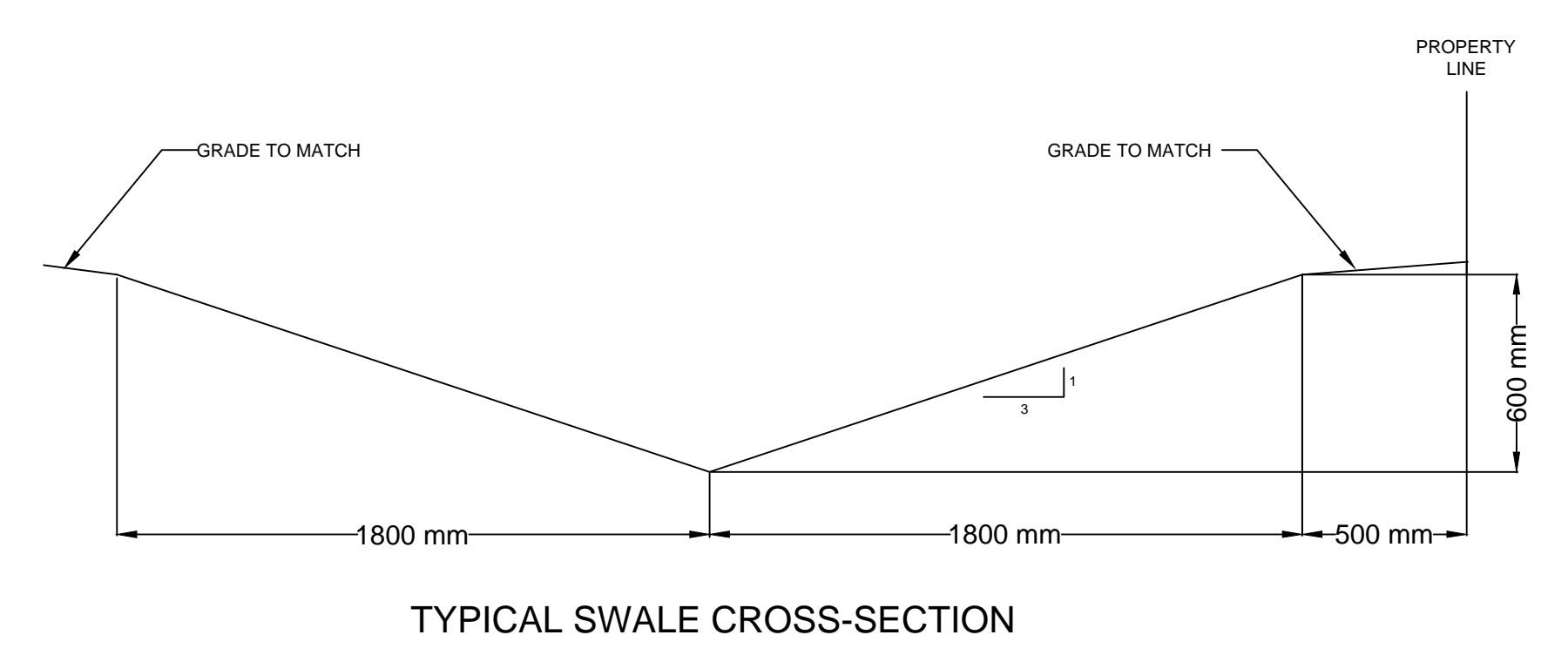
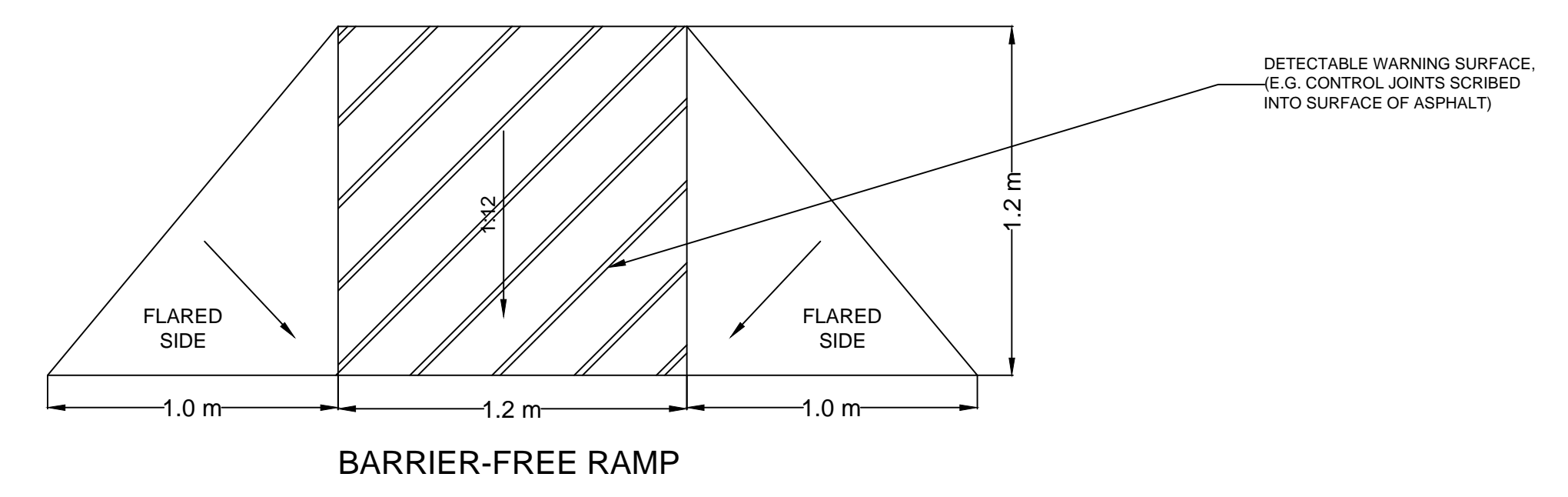


LEGEND

- EXISTING CONTOUR LINE
- ⊗ 261.725 SPOT POINT AND FINISHED LEVEL
- ▬ 181X151X61 mm COBBLESTONE PAVER EDGE
- ▨ AREA PAVED WITH ASPHALT
- ▩ AREA PAVED WITH GRAVEL

CONSTRUCTION NOTES

- ASPHALT PAVING**
- EXCAVATE TO A DEPTH OF 510 mm BELOW FINISHED LEVEL. COMPACT.
 - PLACE 300 mm GRANULAR 'B' AND COMPACT.
 - PLACE 150 mm GRANULAR 'A' AND COMPACT.
 - INSTALL COBBLESTONE PAVER EDGE PER MANUFACTURER'S INSTRUCTION.
 - PLACE 60 mm HL3 TOP ASPHALT AND COMPACT.
- GRAVEL PAVING**
- EXCAVATE TO A DEPTH OF 450 mm BELOW FINISHED LEVEL. COMPACT.
 - PLACE 300 mm GRANULAR 'B' AND COMPACT.
 - PLACE 150 mm GRANULAR 'A' AND COMPACT.
- EARTHWORK**
- EXCAVATE AND MOVE EARTH AS REQUIRED AND COMPACT FIRMLY IN AREAS OUTSIDE BUILDING AND PAVED AREAS TO LEVEL 100 mm BELOW FINISHED GRADE LEVEL.
 - PLACE 100 mm TOP SOIL AND COMPACT LIGHTLY.
 - SEED WITH GRASS.

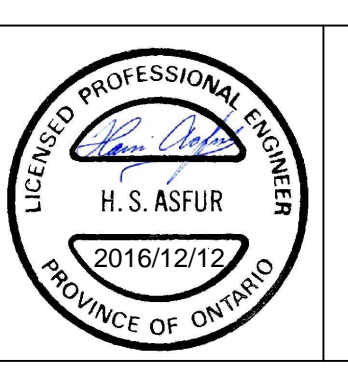


NO.	REVISION	DATE	INIT.
4	CHANGES TO SITE PLAN DUE TO ADDITION	2016-12-12	HSA
3	ACTUAL BUILDING AND SWALE ELEVATIONS (Italice)	2014-08-28	HSA
2	ADDED ACCESS ROAD & REDUCED BUFFER ZONE	2014-07-24	HSA
1	CHANGE IN PAVING PLAN	2014-07-18	HSA
0	ISSUED FOR APPROVAL	2013-10-05	HSA

NOTES/LEGEND

- THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWER AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
- PROPERTY LINES WERE PLOTTED USING REGISTERED PLANS AND BARS LOCATED IN THE FIELD. TO VERIFY THE ACCURACY OF THESE PROPERTY LINES, A LEGAL SURVEY SHOULD BE PERFORMED PRIOR TO CONSTRUCTION.

DRAFTING
HA
DESIGN
HA
CHECKED BY
HA
APPROVED BY
HSA



Asfur Engineering
313 Niagara Blvd., Fort Erie, Ontario L2A 3H1

PROPOSED OFFICE BUILDING
553 BARR DRIVE - NEW LISKEARD
GRADING PLAN

CONSULTANT FILE No. AE 2013-04	
DATE 2013-10-02	
SCALE 1:200	
REF. No.	
DWG No.	REV.
P-01	4

The Corporation of the City of Temiskaming Shores
By-law No. 2017-012

**a by-law to authorize the execution of a Tax Arrears
Extension Agreement Pursuant to Section 378 of the
Municipal Act, 2001 - (Crown Capital Corporation)**
TGTS16-05, Roll No. 54-18-030-006-097.00

Whereas The Corporation of the City of Temiskaming Shores registered on the 24th day of August, 2016, a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this by-law;

And whereas Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s) / Spouse / Mortgagee / Tenant land is to be paid;

And whereas the statutory period within which such a By-law may be enacted has not elapsed;

And whereas Council considered Administrative Report No. CS-002-2017 regarding a Tax Arrears Certificate (TAC) Extension Agreement at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law for a TAC Extension Agreement for consideration at the January 17, 2017 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 an agreement be entered into by The Corporation of the City of Temiskaming Shores with Crown Capital Corporation, the Owner(s) / Spouse / Mortgagee / Tenant of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "B", a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

Read a first, second and third time and finally passed this 17th day of January 17, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Description of Land

FIRSTLY: PCL 17517 SEC SST; LT 116 BLK I PL M30NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING (BEING PIN 61351-0101(LT))
SECONDLY: PCL 21278 SEC SST; LT 9 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0120 (LT))
THIRDLY: PCL 21277 SEC SST; LT 8 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0121 (LT))
FOURTHLY: PCL 21276 SEC SST; LT 7 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING (BEING PIN 61351-0122 (LT))
FIFTHLY: PCL 21276 SEC SST; LT 10-11 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0123(LT))
SIXTHLY: PCL 21278 SEC SST; LT 12-18, 21 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0124 (LT))
SEVENTHLY: PCL 21276 SEC SST; LT 19-20 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0126 (LT))
EIGHTHLY: PCL 21675 SEC SST; PT FARR DR PL M58NB BUCKE THE E, S & W BOUNDARIES AS CONFIRMED BY PL D-47 PT 1 54R2515; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0202 (LT))
NINTHLY: PCL 25602 SEC SST; FIRSTLY: LT 1 PL M58NB BUCKE; SECONDLY: LT 2 PL M58NB BUCKE; LT 3 PL M58NB BUCKE; LT 4 PL M58NB BUCKE; LT 5 PL M58NB BUCKE; LT 6 PL M58NB BUCKE; LT 30 PL M58NB BUCKE; THIRDLY: LT 22 PL M58NB BUCKE; LT 25 PL M58NB BUCKE; LT 26 PL M58NB BUCKE; LT 29 PL M58NB BUCKE; FOURTHLY: LT 23 PL M58NB BUCKE; LT 24 PL M58NB BUCKE; LT 27 PL M58NB BUCKE; LT 28 PL M58NB BUCKE; FIFTHLY: LT 31 PL M58NB BUCKE; SIXTHLY: PT LT 112 PL M58NB BUCKE PT 12 54R4952; SEVENTHLY: PT LOT 113 PL M58NB BUCKE PT 12 54R4952; EIGHTHLY: PT LAKE SHORE RD PL M58NB BUCKE NOW FARR DRIVE CLOSED BY LT326233 PT 1, 2 & 3 54R4952; NINTHLY: PT LAKE SHORE RD PL M30NB BUCKE NOW FARR DRIVE CLOSED BY LT326233 PT 4, 5 & 6 54R4952; TENTHLY: PT LAWLOR ST E PL M30NB BUCKE CLOSED BY LT326233 PT 8 & 10 54R4952; ELEVENTHLY: PT LAWLOR ST E PL M30NB BUCKE CLOSED BY LT326233 PT 9 54R4952; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0206 (LT))
TENTHLY: PCL 25544 SEC SST; LT 138-142 BLK J PL M30NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 31351-0210 (LT))
ELEVENTHLY: LTS 41, 42, 43, 74, 75, 76, 93, 94, 95, 126, 127, 128, 129, 130, 152, 153, 154, 155, 156, 157 & 158 PL M58NB BUCKE; PT OF LTS 90, 91, 92, 131, 132, 159, 160, 161 & 162 PL M58NB BUCKE; PT MCLELLAN ST. PL M58NB BUCKE; PT ALGONQUIN DRIVE PL M58NB BUCKE & PT GORDON DRIVE PL M58NB BUCKE, ALL PT 1 54R5468; PT LTS 109, 100, 111, 112 & 113 BLK I PL M30NB BUCKE; LTS 105, 106, 107, 108, 114, 115, 117, 118 & 119 BLK I PL M30NB BUCKE; PT LAWLOR STREET PL M30NB BUCKE, PT FARR DRIVE PL M30NB, BUCKE, LTS 32, 33, 34, 35, 36, 37, 38, 39, 40, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 134, 135, 136, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173 & 174 PL M58NB BUCKE; PT LTS 77, 89, 90, 91, 132, 133, 160, 161, 162 & 163 PL M58NB BUCKE; PT MCLELLAN ST PL M58NB BUCKE, PT CONNIE ST PL M58NB BUCKE, PT GORDON DRIVE PL M58NB BUCKE PT ALGONQUIN DRIVE PL M58NB BUCKE, ALL PT 3 54R5168; PT FARR DRIVE PL M30NB BUCKE, PT LAWLOR STREET PL M30NB BUCKE PT OF LTS 109, 100, 111, 112 & 113 PL M30NB BUCKE; PT CONNIE STREET PL M58NB BUCKE, PT

GORDON DRIVE PL M58NB BUCKE, ALL PT 5 54R5168; BOUNDARIES CONFIRMED BY PL BA181 REG'D 1970 03 31 AS PL D-47; BY-LAW 2006-013 REG'D AS DT5229 2006 10 31; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (BEING PIN 61351-0224 (LT))

TWELVETHLY: PT OF LOTS 77, 89, 90, 91, 92, 131, 132, 133, 159, 160, 161, 162 & 163 PL M58NB BUCKE; PT MCLELLAN ST PL M58NB BUCKE, PT ALGONQUIN STREET PL M58NB BUCKE, PT GORDON STREET PL M58NB BUCKE PT 2 54R5468; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; BY-LAW 2006-013 REG'D AS DT5229 2006 10 31; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0225 (LT))

THIRTEENTHLY: PT LOT 13 CON 3 BUCKE PTS 6, 7, 10, 11 & 13 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0226 (LT))

FOURTEENTHLY: PT LOT 13 CON 3 BUCKE PTS 14, 16, 17 & 18 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (BEING PIN 61351-0228 (LT))

FIFTEENTHLY: PT LT 13 CON 3 BUCKE; PT 15 54R5168; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0232 (LT))

SIXTEENTHLY: PT LOT 13 CON 3 BUCKE PTS 8, 9 & 12 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0234 (LT))

SEVENTEENTHLY: PT LT 13 CON 3 BUCKE PT 1 54R5226 TEMISKAMING SHORES; DISTRICT OF TIMISKAMING (BEING PIN 61351-0238 (LT))

Extension Agreement

This Agreement made in duplicate the 17th day of January, 2017;

Between:

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

And:

Crown Capital Corporation
(hereinafter called the "Owner(s)/Spouse/Mortgagee/Tenant")

Whereas the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores;

And whereas the Owner(s)/Spouse/Mortgagee/Tenant's land is in arrears of taxes on the 31st day of December, 2015 in the amount of \$93,653.14 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 24th day August, 2016 in respect of the Owner(s)/Spouse/Mortgagee/Tenant's land. (Instrument number DT56086, (TAC TGTS16-05);

And whereas Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

And whereas the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

Now therefore this agreement Witnesseth that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Corporation will extend to (final date of extension) August 31, 2017 the payment period for the cancellation price (including administration fees) payable in respect of the land.
2. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water and sewer) as at January 17, 2017, penalty and interest charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.

3. The Owner(s)/Spouse/Mortgagee/Tenant shall make an initial payment of \$65,000 (by certified cheque/money order/bank draft) upon execution of the extension agreement and will make further payments to the Corporation in accordance to Schedule "B" attached hereto.
4. Upon satisfactory clearing of the initial \$65,000 lump sum payment, the City will provide notification to discharge the condition under Instrument 218834 to allow the Transfer or Charge to proceed.
5. In addition to paying the amounts provided for in paragraph 2, the Owner(s)/Spouse/Mortgagee/Tenant agrees to pay:
 - a. All further taxes levied on the land as they become due and payable during the term of this Agreement; and
 - b. Not later than 0 days following the due date of the last payment under paragraph 2, such additional amount, if any, as is necessary to bring the total amount paid under the Agreement up to the amount of the cancellation price payable in respect of the land.
6. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s) / Spouse / Mortgagee / Tenant is not in default hereunder.
7. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s) / Spouse / Mortgagee / Tenant by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s) / Spouse / Mortgagee / Tenant.
8. Immediately upon the Owner(s) / Spouse / Mortgagee / Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.
9. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s) / Spouse / Mortgagee / Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
10. This Agreement shall cease to be considered a subsisting Agreement upon the

date of the sale or other disposition of the land.

11. In the event of an intra-corporate transfer, the transferee will be required to enter into an extension agreement with the City of Temiskaming Shores.
12. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
13. Any notice required to be given to the Owner(s) / Spouse / Mortgagee / Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s) / Spouse / Mortgagee / Tenant at the following address:

665 Millway Avenue, Unit #57
Concorde, Ontario
L4K 3V1

Remainder of this page left blank intentionally

In witness, whereof the Owner has hereunto set his/her hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper signing officers in that behalf.

Signed and Sealed in
the presence of)

Owner(s)/Spouse/Mortgagee/Tenant

Signing Authority
Name: _____
Title: _____
Date: _____

Witness Signature
Print Name: _____
Title: _____
Date: _____

Signing Authority
Name: _____
Title: _____
Date: _____

Witness Signature
Print Name: _____
Title: _____
Date: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd
Date: _____

Clerk – David B. Treen
Date: _____

Payments Required under Extension Agreement:

January 31, 2017	\$65,000 lump sum payment by Certified Cheque, Money Order or Bank Draft
February 28, 2017	\$8,750
March 15, 2017	Installment – amount to be determined
March 31, 2017	\$8,750
April 30, 2017	\$8,750
May 15, 2017	Installment – amount to be determined
May 31, 2017	\$8,750
June 30, 2017	\$8,750
July 17, 2017	Installment – amount to be determined
July 31, 2017	\$8,750

The Corporation of the City of Temiskaming Shores

By-law No. 2017-013

Being a by-law to authorize the entering into a Financing Agreement with Ontario Infrastructure and Lands Corporation (OILC) resulting from an application submitted under By-law No. 2016-188 for Two (2) new 30' Low Floor Accessible Buses

Whereas the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And whereas subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

And whereas subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

And whereas the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

And whereas OILC has invited Ontario municipalities desirous of obtaining temporary and long term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

And whereas Council considered Memo No. 013-2016-CS at the June 21, 2016 Regular Council meeting and adopted Resolution No. 2016-339 authorizing staff to prepare the necessary by-law(s) for debenture(s) as required for consideration at future meeting(s)

And whereas the City of Temiskaming Shores adopted By-law No. 2016-112 (June 21, 2016) authorizing the submission of applications to OILC and have submitted an application for Capital Vehicle Replacement;

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

1. The Council hereby agrees to enter into a Financing Agreement with Ontario Infrastructure and Lands Corporation (OIC) up to a maximum aggregate principal amount of \$617,045 for the acquisition of two (2) new 30' Low Floor Accessible Buses for the Temiskaming Transit, a copy of which is attached hereto as Schedule “A” and forming part of this by-law.

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

Read a first, second and third time and finally passed this 16th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-013

Financing Agreement

between

The Corporation of the City of Temiskaming Shores

and

Ontario Infrastructure and Lands Corporation (OILC)

Two (2) 30' Low Floor Accessible Buses Financing
Agreement No. 1146

FINANCING AGREEMENT

THIS AGREEMENT (the "**Agreement**"), made in duplicate, dated and effective as of 11th day of January, 2017.

BETWEEN: ONTARIO INFRASTRUCTURE AND LANDS CORPORATION
(hereinafter referred to as "**OILC**");

And

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as the "**Municipality**")

WHEREAS:

OILC has advised the Municipality that its loan application 1146, (the "**Application**"), has been approved;

OILC agrees to make financing available to the Municipality up to a maximum aggregate principal amount of \$617,045.00 (Six Hundred Seventeen Thousand Forty Five Dollars) (the "**Committed Amount**") for the project(s) listed in the Application and more particularly described in Schedule "A" hereto (each, a "**Project**"), subject to the terms and conditions set out in this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the parties, the Municipality and OILC hereby agree as follows:

1. **Definitions.** In this Agreement:

- (a) "**Act**" means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time.
- (b) "**Agreement**" means the agreement constituted by this agreement including all schedules attached hereto and referenced documents, as the same may be amended, restated, supplemented, replaced, otherwise modified or terminated from time to time. Terms such as "hereof", "herein" and "hereto" refer to this Agreement.
- (c) "**Business Day**" means a day on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed, other than Saturday or Sunday.
- (d) "**Committed Amount**" has the meaning given to it in the second recital hereof; and when used in reference to a particular Project, "Committed Amount" means the portion of the Committed Amount allocated to such Project in Schedule "A" hereto.

- (e) **“Facility Termination Date”** means the earlier of Termination Date and the date on which the obligations of OILC hereunder have been terminated pursuant to paragraphs 8(b) or 8(c) hereof.
- (f) **“Issue Date”** for a Debenture means the date on which the Debenture is issued. The date on which the Debenture is issued will be either be “Requested Date of Debenture” or the “Revised Date of Debenture” as such dates are further identified on Schedule “A”.
- (g) **“Principal Amount”** of an interest-bearing Debenture means the amount stated to be payable by the maturity date of the Debenture, exclusive of any interest.

2. **Representations and Warranties.**

The Municipality represents and warrants to OILC that:

- (a) the information contained in the Application, to the extent that it relates to the Municipality or the Project(s), is true and correct in all material respects as of the date of this Agreement;
- (b) the financing applied for in the Application relates only to expenditures in respect of the Project(s) that were or will be actually made by the Municipality on or after January 1, 2004;
- (c) long term financing for the Project(s) by way of one or more debentures (individually a **“Debenture”**, collectively the **“Debentures”**) to be issued to OILC, and the entering into of this Agreement have been approved by authorizing by-law duly passed by the Council of the Municipality in full compliance with the Act and the regulations made thereunder and more particularly described in Schedule “B” hereto (the **“Authorizing By-law”**);
- (d) the principal amount of financing allocated to each Project in the Authorizing By-law does not exceed the expenditures approved by the Municipality in respect of such Project;
- (e) the Municipality is not now subject to any restructuring order under Part V of the Act; accordingly, no approval of the Project(s), the Application or the borrowings applied for in the Application is required to be given by any transition board or commission appointed in respect of the restructuring of the Municipality and the Municipality undertakes to notify OILC if it becomes subject to any restructuring order under Part V of the Act; and
- (f) the Municipality is not currently in default under any debentures and undertakes to immediately inform OILC if it is in default under any such financial obligations at any time.

3. **Use of Proceeds.**

- (a) The Municipality covenants and agrees that:
 - (i) the proceeds of each Debenture shall be applied only to either:

- (1) capital expenditures in respect of hard and soft capital costs actually made or to be made if OILC in its sole discretion has agreed to purchase a Debenture prior to the expenditure of all or any portion of the Committed Amount on the Project(s), by the Municipality on or after January 1, 2004 if such costs are directly related to the Project(s) in respect of which the Debenture is being issued; or
- (2) legal costs and expenses directly related to the issue of such Debenture;

and not to any other purpose.

- (b) For greater certainty, OILC is not responsible for ensuring that the proceeds of and Debentures are in fact used in the manner specified in paragraph 3(a) above.

4. Conditions Precedent to Debenture Purchases. OILC shall not purchase any Debenture until each of the following conditions precedent, has been satisfied, in which case OILC may purchase any Debenture in accordance with paragraphs 5 and 6:

- (i) OILC shall have received a Treasurer's Certificate, dated as of the Issue Date ("**Debenture Treasurer's Certificate**");
- (ii) OILC shall have received a legal opinion from the municipality's external legal counsel, dated as of the Issue Date, addressed to OILC in form and substance satisfactory to OILC;
- (iii) the purchase price for any Debenture, when added to the aggregate amount of Debentures then outstanding in respect of a Project, does not exceed the Committed Amount for that Project;
- (iv) the representations and warranties of the Municipality set out in paragraph 2 hereof shall be true and correct as at the date of the request to purchase a Debenture, as evidenced by the Debenture Treasurer's Certificate;
- (v) the Municipality shall not be in material default of any of its obligations under this Agreement as at the Issue Date, as evidenced by the Debenture Treasurer's Certificate;
- (vi) at OILC's sole discretion, if any issues that were raised in any audit conducted under paragraph 11 (a) have been resolved to OILC's satisfaction and/or OILC has neither required an audit under paragraph 11 (a) nor is such an audit ongoing; and
- (vii) none of the events specified in paragraph 8(c) shall have occurred and be continuing.

5. Purchase of Debentures.

- (a) Provided that the Municipality is not in default under this Agreement, that all of the conditions precedent listed in paragraph 4 have been satisfied and that none of the events specified in paragraph 8(c) shall have occurred and be continuing, and upon satisfaction of such other usual and customary conditions precedent as OILC and its legal counsel may reasonably require, and subject to paragraph 6 hereof, OILC agrees to purchase Debentures from the Municipality on the Issue Date that is identified on the attached Schedule "A". The Issue Date being the 1st or 15th or the next following Business Day of a calendar month or at a time or times to be determined at the sole discretion of OILC, on or prior to the Facility Termination Date in an aggregate Principal Amount not to exceed the Committed Amount and subject to the detailed Debenture purchase process to be provided to the Municipality. Notwithstanding OILC's ability to purchase Debentures from the Municipality at its sole discretion as noted above and subject to its rights contained in paragraphs 6(a), 8(b) and 8(c) below, should the Municipality not issue Debenture(s) on the Issue Date, the Municipality shall have a period of one year from the Issue Date to issue Debenture(s) to OILC. Should the Municipality fail to issue Debenture(s) within the one year period, OILC shall have the right to terminate this Agreement in accordance with paragraphs 8(b) and (c) below.
- (b) If OILC agrees to purchase Debenture(s) from the Municipality prior to the expenditure of all or any portion of the Committed Amount on the Project(s), the Municipality agrees that it will submit an annual Treasurer's Report, in the form to be provided by OILC, to OILC verifying that all proceeds of such Debenture(s) have been used exclusively for the financing of the Project(s) during the relevant period. The first such report shall be due on the first anniversary of the purchase of the Debenture(s) by OILC and subsequent reports shall be due annually thereafter on subsequent anniversaries until such time as all the proceeds of such Debenture(s) have been expended.
- (c) The purchase price for Debentures will be tendered to the Municipality by electronic transfer of funds to an account of the Municipality maintained with a deposit-taking institution, such account to be designated by notice in writing to OILC by the execution and delivery of the attached Schedule "D" to this Agreement and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of such deposit.

6. Issue of Debentures

- (a) The Municipality shall notify OILC sixty (60) days in advance of the Issue Date as noted on Schedule "A" hereto. If the Debenture(s) will not be offered for purchase on such date the Municipality shall propose another Issue Date subject to OILC's rights under paragraph 5(a) and subject to OILC's right to reject the new Issue Date.
- (b) OILC is not responsible for ensuring that the proceeds of any Debenture are in fact used for the Debenture Project(s) designated as such by the Municipality pursuant to paragraph 3(a) above.
- (c) The interest rate for each Debenture (the "**Debenture Interest Rate**") shall be fixed by OILC based on OILC's cost of funds plus OILC's prevailing spread

assigned to the borrower sector for program delivery costs and risks. A rate confirmation letter will be sent to the Municipality by OILC confirming the Debenture Interest Rate to be offered for the Debenture and the Municipality's acceptance of such rate shall be conclusive proof of acceptance of the Debenture Interest Rate offered.

- (d) Payments of principal and interest due on each Debenture shall be made by pre-authorized debit from an account of the Municipality maintained with a deposit-taking institution, such account to be designated by notice in writing to OILC by the execution and delivery of the attached Schedule "D" to this Agreement, together with such other authorizations, voided cheques and other documentation as the deposit-taking institution and the rules of the Canadian Payments Association may require for such pre-authorized debit, and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of pre-authorized debits.

7. Right of Deduction.

As security for the satisfaction by the Municipality of its payment obligations under the Debenture(s), the Municipality hereby agrees, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (Ontario), as amended from time to time hereafter, that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of any Debenture(s) and to pay such amounts to OILC from the Consolidated Revenue Fund.

8. Term, Termination and Default.

- (a) This Agreement shall terminate ten (10) Business Days following the date on which the last obligations outstanding hereunder are paid in full or following the purchase by OILC of the last Debenture to be issued pursuant to this Agreement (the later of the two dates means the "Termination Date") unless earlier terminated in accordance with paragraphs (b) or (c) below, in which case the "Termination Date" means the date on which this Agreement shall terminate, in accordance with such paragraph.
- (b) OILC may terminate its obligations under this Agreement on thirty (30) days prior notice in writing to the Municipality if in the reasonable opinion of OILC the Municipality is in material default under this Agreement, other than for any cause enumerated in (c) below or if OILC rejects a new Issue Date pursuant to section 6(a) or the Municipality fails to issue Debenture(s) within the specified time period enumerated in section 5(a).
- (c) OILC may terminate any or all of its obligations under this Agreement immediately, subject to paragraph (d) below,
 - (i) if the Municipality:

- (1) reaches or exceeds its updated debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing;
 - (2) has failed to meet and pay any of its obligations under any debentures issued by the Municipality or interest thereon when due and after payment thereof has been duly demanded;
 - (3) has failed to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting the Municipality;
 - (4) has or may become involved in financial difficulties such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures; or
 - (5) uses the proceeds of any Debenture for any purpose other than financing the Project(s) in the manner specified in Schedule "A" of this Financing Agreement.
- (ii) if the Ontario Municipal Board makes an order under section 21 of the *Municipal Affairs Act* (Ontario), as amended, or any successor legislation to vest in the Ministry of Municipal Affairs and Housing control and charge over the administration of all the affairs of the Municipality as set forth in the order; or
 - (iii) if issues raised in an audit required under paragraph 16(a) have not been resolved to OILC's satisfaction within a reasonable time after the Municipality has been notified of such issues.
- (d) If OILC elects to terminate its obligations under this Agreement pursuant to paragraph 8(c) hereof, it shall give notice in writing of such termination to the Municipality, specifying the reason for such termination. Upon delivery of such notice OILC shall have no further obligation to purchase any Debentures hereunder. In addition to any rights or remedies that OILC may have at law or in equity to enforce such obligations, OILC may request that the Minister of Finance exercise the authority described in paragraph 7.
 - (e) If OILC elects to terminate its obligations under this Agreement in accordance with paragraphs 8(b) or (c) above, OILC, at its discretion, shall assess any losses that it may incur as a result of the early termination as follows: if on the Termination Date the outstanding principal balance on the Debenture(s) is less than the net present value of the Debenture(s), the Municipality shall pay the difference between these two amounts to OILC.

9. Communications Requirements

- (a) OILC and the Municipality will work together to ensure that OILC financing of Project(s) receives recognition and prominence through agreed upon communications activities. An example of such activity could include signage at each Project site signifying Government of Ontario project financing.
- (b) OILC reserves the right to undertake its own communications activities in relation to OILC financing of the Project(s) at any time in its sole discretion and at its expense.
- (c) All joint communications activities between the Municipality and OILC must comply with the Government of Ontario's Visual Identity Directive and guidelines.

10. Indemnity

To the fullest extent permitted by law, the Municipality shall indemnify and hold harmless OILC, its officers, directors, agents, subcontractors and employees and agents (collectively, the "**Indemnified Parties**") from and against all (a) claims and causes of action, pending or threatened, of any kind (whether based in contract, tort or otherwise) by third parties or by whomever made related to or arising out of or in any way related to this Agreement or the Project(s) and (b) liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by any of the Indemnified Parties in connection with any claims or causes of action described in paragraph (a) above. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

11. General Provisions

- (a) (i) OILC reserves the right to audit compliance with this Agreement at any time. Such right will survive any termination of this Agreement. The cost of any such audit will be at OILC's or the Municipality's expense at OILC's sole discretion. Municipalities are required to keep any supporting documents required for any such audit for a minimum of seven (7) years.
- (ii) The Municipality's obligation to provide an annual Treasurer's Report as described in paragraph 5(b) shall survive any termination of this Agreement.
- (b) No amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement is binding unless it is in writing and signed by each party.
- (c) The Municipality may not assign its rights or transfer its obligations under this Agreement without the prior written consent of OILC. OILC may assign its rights or transfer its obligations under this Agreement without the prior written consent of the Municipality by giving thirty (30) days notice of such assignment or transfer to the Municipality. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.
- (d) This Agreement, together with the Schedules, the Application, the Note, the Treasurer's Certificate, the Debenture Treasurer's Certificate, the annual Treasurer's Report and the Debenture(s), constitutes the entire agreement

between the parties with respect to the subject matter referenced in those documents and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral.

- (e) Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.
- (f) This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
- (g) This Agreement and any amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- (h) Either party may deliver an executed copy of this Agreement by fax but that party shall immediately deliver to the other party an original executed copy of this Agreement.
- (i) Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the address or fax number set out in Schedule "C".
- (j) If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
 - (i) the legality, validity or enforceability of the remaining provisions of this Agreement; or
 - (ii) the legality, validity or enforceability of that provision in any other jurisdiction.

[the remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

per: _____

Steve Rohacek
Senior Vice President, Municipal Business Development & Lending

per: _____

George Skariah
Senior Vice President, Finance and Risk

We have the authority to bind the corporation

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

per: _____

Carmen Kidd, Mayor

per: _____

Laura Lee MacLeod, Treasurer

We have the authority to bind the corporation

Executed by the above parties as authorized by By-Law 2016-188 of the Municipality.

SCHEDULE "A"
FINANCING SCHEDULE

Ontario Infrastructure and Lands Corporation

Financing Schedule

Program Year: **2016/2017**
 Date: **January 11, 2017**

Organization Name: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**
 Approved Loan Amount: **\$617,045.00**

Please review, complete areas where indicated, sign, date and return the form to OILC. The following information will be incorporated into the OILC Financing Agreement.

The following lists the project information outlined in your application. Please verify that the project details are correct. You may amend the project completion dates or the total project cost if this information has changed since the application was submitted. Transfers between projects or categories are at OILC's discretion and require pre-approval.

A. Project Details

<u>Project Information</u>					<u>Financing Information</u>					
<u>Project ID</u>	<u>Project Name</u>	<u>Category</u>	<u>Start Date (mm/dd/yyyy)</u>	<u>Completion Date (mm/dd/yyyy)</u>	<u>Total Project Cost</u>	<u>OILC Loan Amount</u>	<u>Term</u>	<u>Type</u>	<u>Requested Date of debenture* (mm/dd/yyyy)</u>	<u>Revised Date of Debenture (mm/dd/yyyy)</u>
1	**New Transit Buses (2)	PTI	12/21/2016	02/24/2017	\$875,000.00	\$617,045.00	8 yr	Serial	03/01/2017	<input type="text"/>
					\$875,000.00	\$617,045.00				

*Please note, debentures are to be purchased after expenditures have been incurred. Please review and adjust the Date of Debenture if required ensuring adequate time for the debenture purchase. For further clarifications or questions, please contact Jennifer Tang, Manager – Loan Administration at 416-314-5363.

**These projects are not eligible for Construction Advances. Funds can only be requested for these projects by way of Debentures.

Financing Schedule

Program Year: 2016/2017

Organization Name: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Date: January 11, 2017

Approved Loan Amount: \$617,045.00

B. Construction Financing Quarterly Forecast

If you wish to participate in the construction loan program, please indicate the amount of construction financing you require per fiscal quarter and per debenture. A reminder that OILC provides construction advances based on incurred project expenditures, unless prior approval has been sought.

<u>Project ID</u>	<u>FEB-APR</u> <u>2017</u>	<u>MAY-JUL</u> <u>2017</u>	<u>AUG-OCT</u> <u>2017</u>	<u>NOV-JAN</u> <u>2018</u>	<u>FEB-APR</u> <u>2018</u>	<u>MAY-JUL</u> <u>2018</u>	<u>AUG-OCT</u> <u>2018</u>	<u>NOV-JAN</u> <u>2019</u>	<u>FEB-APR</u> <u>2019</u>	<u>MAY-JUL</u> <u>2019</u>
1										

<u>Project ID</u>	<u>AUG-OCT</u> <u>2019</u>	<u>NOV-JAN</u> <u>2020</u>	<u>FEB-APR</u> <u>2020</u>	<u>MAY-JUL</u> <u>2020</u>	<u>AUG-OCT</u> <u>2020</u>	<u>NOV-JAN</u> <u>2021</u>	<u>FEB-APR</u> <u>2021</u>	<u>MAY-JUL</u> <u>2021</u>	<u>AUG-OCT</u> <u>2021</u>	<u>NOV-JAN</u> <u>2022</u>
1										

Financing Schedule

Program Year: **2016/2017**

Date: **January 11, 2017**

Organization Name: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

Approved Loan Amount: **\$617,045.00**

C. Authorization

I agree that these are the terms for the OILC loan. I understand that OILC will use this information to draft the Financing Agreement.

Treasurer

PRINT NAME

Signature

Date

DIRECTIONS: Please mail or courier the original signed Financing Schedule to OILC, 1 Dundas Street West, 20th Floor, Toronto, ON M5G 2L5

SCHEDULE "B"

CERTIFIED COPY OF AUTHORIZING BY-LAW

The Corporation of the City of Temiskaming Shores

By-law No. 2016-188

A by-law to authorize certain new capital works of The Corporation of the City of Temiskaming Shores (the “municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such capital works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

Whereas the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And whereas it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule “A” (individually a “**Capital Work**”, collectively the “**Capital Works**”, as the case may be) attached hereto and forming part of this By-law (“**Schedule “A”**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

And whereas in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the “**Estimated Annual Amount Payable**”) and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Municipal Board pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

And Whereas subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

And whereas subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

And whereas the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

And whereas OILC has invited Ontario municipalities desirous of obtaining temporary and long term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

And whereas the Municipality has completed and submitted an application to OILC (the "**Application**") to request financing for the Capital Work(s) by way of long term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

And whereas OILC has accepted and has approved the Application;

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

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$617,045 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
 - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
 - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
 - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and
 - (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.
3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement (a "**Financing Agreement**") with OILC that provides for temporary and long term

borrowing from OILC in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.


4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion the Capital Work or each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree, and to sign such evidence of indebtedness as OILC may require (the "Note") and to deliver the Note to OILC, such execution and delivery to be conclusive evidence of such agreement; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the "Debentures"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Note and/or the Debentures, as the case may be (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Note and/or any outstanding Debenture, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
8. (a) The Mayor and/or the Treasurer are hereby authorized to execute and deliver the Note, the Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the

Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement and to execute and deliver the Note and to issue the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.


- (b) The money realized in respect of the Note and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the execution and delivery of the Note and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.

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

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



Mayor – Carman Kidd



Clerk – David B. Treen

Certified True Copy
City of Temiskaming Shores

Laura-Lee MacLeod

Schedule "A"
to By-Law Number 2016-188
(New Capital Work(s))

(1)	(2)	(3)	(4)
<u>Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
1	2 new 30' Low Floor Accessible Buses	\$875,000	\$617,045

Schedule "B"

to By-law No. 2016-188

Please insert the OILC Application into Schedule "B"

Webloans Loan Application PDF

FA Number: 1146
 Application for: Temiskaming Shores The Corporation of The City of

Projects

ID	SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
152	1	New Transit Buses (2)	12-21-2016	02-24-2017	\$875,000.00	617,045.00

Details of Project New Transit Buses (2)

Project Category: Public Transit Infrastructure

Project Name: New Transit Buses (2)

Construction/Purchase Start: 2016-12-21

Construction/Purchase End: 2017-02-24

Energy Conservation:

Project Address 1: 525 Fair Drive

Project Address 2: P.O. Box 2050

City / Town: Haliburton

Province: ON

Postal Code: P0J 1K0

Description: Purchase of 2 new 30' low floor accessible transit buses to replace existing smaller fleet.

Comments and/or Special Requests: would like to have an 8 year depreture on this project in order to have the debt financing of the fleet replacement coincide with the life span of the assets.

Project Life Span (Years): 8

Project Financial Information

Project Cost (A): \$875,000.00

Other Project Funding / Financing (B):

Description	Timing	Amount
Public Transit Infrastructure Fund	Expected	\$257,955.00
Other Project Funding/Financing Total (B)		\$257,955.00

OILC Loan Amount (A-B): \$617,045.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
2017-03-01	\$617,045.00	10	Serial

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted? Yes No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	0.00	
User Fees	0.00	
Service Charges	0.00	
Development Charges	0.00	
Connection Fees	0.00	
Repayment Subsidies	0.00	
Other	100.00	Municipal Reserves/Provincial Gas Tax
Total	100.00%	

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-Law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential subject to any applicable laws or rules of a court or tribunal having jurisdiction.



**ONTARIO INFRASTRUCTURE
AND LANDS CORPORATION (OILC)
LOAN APPLICATION SIGNATURE PAGE**

Application ID: 55

Printed Date: 12-15-16
Application Submit Date: 12-15-16

I/We acknowledge that a Loan Application has been submitted to Ontario Infrastructure and Lands Corporation (OILC) containing the following information.

Eligible Category	Loan Amount
Public Transit Infrastructure	\$617,045.00

Total	\$617,045.00

Name of Borrower:	Temiskaming Shores, The Corporation of The City of	Name of Treasurer's (or equivalent):	<u>Laura-lee MacLeod</u>
Address:	325 Farr Drive P0J 1K0 ON	Telephone Number:	<u>705-672-3363 x4121</u>
		ID:	54010

The undersigned certifies that he/she has read the OILC loan program guidelines and all information provided to OILC is accurate and complete. The undersigned acknowledges that some information provided may be shared with the line ministries to provide technical expertise to OILC. Applicant agrees to provide OILC with additional information as required in order to process the loan.

Treasurer's (or equivalent) Signature: Laura-Lee MacLeod **Date:** December 15, 2016

SCHEDULE "C"
ADDRESSES FOR NOTICE

Ontario Infrastructure and Lands Corporation

1 Dundas, 20th floor

Toronto, Ontario

M5G 2L5

Attn: Loan Operations

Fax: 416-263-5900

The Corporation of The City of Temiskaming Shores

325 Farr Drive PO Box 2050

Haileybury, ON

P0J 1K0

Attn: Laura Lee MacLeod, Treasurer

Fax:

SCHEDULE "D"

PRE-AUTHORIZED DEBIT ("PAD") AND ACCOUNT FOR DEPOSIT

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(1) Company Information

Full Legal Name: Ontario Infrastructure and Lands Corporation

Address: 1 Dundas Street West Suite 2000 City: Toronto

Province: ON Postal Code: M5G 2L5 Phone #: 416-326-1149

(2) Customer Information

Full Legal Name: _____

Exact account name: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Phone #: _____

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

(3) Financial Institution Information (Note: Please attach VOID cheque)

(i) Inflow of Deposits

Name of Financial Institution: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Phone #: _____

Transit #: _____ Institution #: _____ Account #: _____

(ii) Outflow of Pre-Authorized Debit

Same as above

If different from above fill out banking information below

Name of Financial Institution: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Phone #: _____

Transit #: _____ Institution #: _____ Account #: _____

Sample of the numbering at the bottom of a cheque

001234	01234 - 001		111-222-3
↓ Cheque #	↙ Transit #	↘ Institution #	↓ Account #

PRE-AUTHORIZED DEBIT AND ACCOUNT FOR DEPOSIT
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Attach VOID Cheque Here:

Sample:

001

YOUR NAME
123 ANY STREET
YOUR TOWN, PROVINCE M4P 1V5

DATE

Y	Y	Y	Y	M	M	D	D
Y	Y	Y	Y	M	M	D	D

PAY TO THE ORDER OF _____ \$ _____

_____ / 100 DOLLARS

YOUR FINANCIAL INSTITUTION
456 MAIN STREET
YOUR TOWN, PROVINCE I1L 1L1

MEMO _____

Transit/Branch # Financial Institution # Bank Account #

⑈00 ⑆⑈ ⑆ 1 2 3 4 5 ⑆ 6 7 8 ⑆ ⑆ 1 2 3 ⑆ 4 5 6 ⑆ 7 ⑈

1. Purpose of Debits

[X] Business PAD

2. Pre Notification of Amounts

Fixed Amounts: The Company will provide written notice of the amount to be debited and the date of the debit at least ten (10) calendar days before the date of the first debit and every time there is a change in the amount or payment date.

Variable Amounts: The Company will provide written notice of each amount to be debited and the date of the debit at least ten (10) calendar days before the date of each debit.

The Customer and Company hereby agree to waive the above pre notification requirements.

Authorized Signature of Customer:

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

Name:
Title:

Authorized Signature of Customer:

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

Name:
Title:

Authorized Signature of Company:

**ONTARIO INFRASTRUCTURE AND LANDS
CORPORATION**

Name:
Title:

3. Rights of Dispute

The Customer has certain recourse rights if any debit does not comply with this Authorization. For example, the Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on the Customer's recourse rights, the Customer may contact its financial institution or visit www.cdnpay.ca.

The Customer may dispute a debit under the following conditions: (i) the debit was not drawn in accordance with this Authorization; or (ii) amounts were drawn after this Authorization was revoked or cancelled in accordance with paragraph 4 below.

In order to be reimbursed, the Customer must complete a declaration form / reimbursement claim, in the form provided by the Bank, at the above indicated branch of

the Bank up to and including ten (10) business days after the date on which the debit in dispute was posted to the Customer's account.

The Customer acknowledges that disputes after the above noted time limitations are matters to be resolved solely between the Company and Customer.

4. Terms of Authorization to Debit the Above Account

The Customer authorizes the Company to debit the above account(s) for all payments of principal, interest and other amounts payable to the Company from time to time in respect of the Customer's indebtedness to the Company in accordance with the terms of the financing agreement between the Company and the Customer dated as 11th day of January, 2017 (the "Financing Agreement").

The Customer authorizes the Company to debit the above account(s) for amounts payable to the Company if the Customer fails to provide written notice to the Company of any change to the terms of a Debenture at least five (5) Business Days prior to the date the Company is scheduled to set the interest rate for a Debenture, as defined in the Financing Agreement.

The Bank is not required to verify that any debits drawn by the Company are in accordance with this Authorization or any agreement made between the Customer and the Company.

This Authorization is to remain in effect and may not be revoked or cancelled until the Company has received written notification from the Customer of its change or cancellation in accordance with this Authorization. This Authorization may only be revoked or cancelled by the Customer upon thirty (30) days' written notice to the Company and provided that the Customer designates alternative account(s) and delivers new pre-authorized debit agreement(s) in respect of the new account(s) for purposes of effecting debits of the Customer's obligations under the Financing Agreement. The Customer may obtain a sample cancellation form, or more information on the right to cancel a PAD Agreement by visiting www.cdnpay.ca.

This Authorization applies only to a method of payment and cancellation of this Authorization does not mean that the Customer's contractual obligations to the Company are ended, and nor does this Authorization otherwise modify or detract from any of the Customer's obligations to the Company.

The Customer will notify the Company promptly in writing if there is any change in the above account information. The Customer may contact the Company in accordance with notification provisions set forth in the Financing Agreement.

The Customer consents to the disclosure of any personal information that may be contained in this Authorization to the Bank at which the Company maintains its account to be credited with the debits as far as any such disclosure of personal information is related to and necessary for the proper application of the Rules of the Canadian Payments Association.

Any delivery of this Authorization to the Company constitutes delivery by the Customer to the Bank. It is warranted by the Customer that all persons whose signatures are required to sign on the above account have signed this Authorization. The Customer acknowledges receipt of a signed copy of this Authorization.

Signature(s) or Authorized Signature(s) of Account Holder(s) (Date)

Signature(s) or Authorized Signature(s) of Account Holder(s) (Date)

The Corporation of the City of Temiskaming Shores

By-law No. 2016-184

Being a by-law to authorize the Execution of a Site Plan Control Agreement with Canadian Tire Properties Inc. 997431 Highway 11 North - Roll No. 54-18-020-002-069.04

And whereas Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2014-133 designating certain areas within the Township of Dymond as Site Plan Control Areas;

And whereas Council considered Administrative Report No. CGP-026-2016 at the December 20, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Canadian Tire Real Estate Limited and provide provisional approval (1st and 2nd reading) for consideration at the December 20, 2016 Regular Council meeting;

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

1. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with Canadian Tire Properties Inc. for 997431 Highway 11 North, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law.
3. That this by-law takes effect on the day of its final passing.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

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

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Site Plan Control Agreement
(Canadian Tire Properties Inc.)

This Agreement, made in triplicate, this ____ day of _____, 20____.

Between:

The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0
(hereinafter called the “**City**”)

And:

Canadian Tire Properties Inc.
2180 Yonge Street, Toronto, ON M4P 2V8
(hereinafter called the “**Owner**”)

Whereas the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2013-143 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the “**Act**”);

And Whereas the City has adopted By-law No. 2009-054 being a By-law to adopt a policy with respect to Site Plan Control Assurances;

And Whereas by an application dated on or about July 25, 2016, the Owner applied to the City for site plan approval in respect of its development described in Schedule “A”;

Now Therefore in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 5 inclusive attached hereto (collectively, the “**Plans**”);
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
3. To carry out all works in such a manner as to prevent erosion of earth, debris and other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;

4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City and the Ministry of Transportation (the “MTO”) acting reasonably, as shown on the Plans; and further agrees to maintain same to the satisfaction of the City and the MTO;
5. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
6. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the MTO and the City’s Public Works Department and Building Department;
7. That all required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
8. That in the event work is carried out on the water and sewer services the Owner’s engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Director of Public Works that testing has been completed to the satisfaction of the City;
9. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner’s engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
10. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable.
11. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
12. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
13. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$49,470.08 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter

of Credit to ensure the satisfactory performance of all work to be done on the subject lands, to ensure fulfilment of all terms and conditions of this Agreement.

- (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
 - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
 - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
 - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
14. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
15. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
16. That the Owner consents to the registration of this Agreement against the Lands by way of “Notice of Agreement” and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
17. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
18. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
19. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.

20. The following Appendices are attached to this agreement:

Appendix 1 – **Project: Highway #11 New Liskeard, Ontario; Drawing: Site Plan; Drawing No. A1-T; issued for Review 2016-10-12**

Appendix 2 – **Project: Highway #11 New Liskeard, Ontario; Drawing: Code Analysis; Project Date: 2016-10-12; Drawing No.; A1-T.1; issued for Review 2016-10-12**

Appendix 3 – **Drawing: Site Servicing & Grading Plan; 14229-1E; Coordinated with Architect Plan Dec 6/2016**

Appendix 4 – **Drawing: Notes & Details; 14229-2E; Coordinated with Architect Plan Dec 6/2016**

Appendix 5 – **Proposed Parking Lot and Retail Expansion Temiskaming Shores (New Liskeard), Ontario – Stormwater Management Report Project No. 14229 Applicant: Canadian Tire Reit; Prepared by: The Odan/Detech Group Inc. November 22, 2016**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof the parties hereto have hereunto placed their respective hands and seals to these presents.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Company Seal)
(if applicable))

Municipal Seal)

Canadian Tire Properties Inc.

Signature
Print Name: _____
Title: _____

Signature of Witness
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

This drawing is an integral part of a project and shall not be used in isolation. It is the responsibility of the user to ensure that the drawing is used in accordance with the project requirements. The user shall be responsible for the accuracy of the information provided. The user shall be responsible for the accuracy of the information provided. The user shall be responsible for the accuracy of the information provided. The user shall be responsible for the accuracy of the information provided.

Item	Ontario Building Code Data Matrix	OBC Reference
1	Project Description - Existing Canadian Tire Renovation - Proposed Side and Rear Expansions. <input type="checkbox"/> New <input checked="" type="checkbox"/> Addition <input checked="" type="checkbox"/> Alteration <input type="checkbox"/> Change of Use	<input checked="" type="checkbox"/> Part 3 <input type="checkbox"/> Part 9 <input type="checkbox"/> Part 11
2	Major Occupancy(s) Group E - "Mercantile"	3.2.1.1(i)
3	Building Area (sq. m) Existing 3,460 New 1,331 Total 4,791	1.4.1.2(A)
4	Gross Area (sq. m) Existing 4,174 New 1,325 Total 5,499	1.4.1.2(A)
5	Number of Storeys Above grade 2 Below grade 0	1.4.1.2(A) & 3.2.1.1
6	Number of Streets/Access Routes 2	3.2.2.10 & 3.2.5
7	Building Classification Group E (Sprinklered)	3.2.2.60
8	Sprinkler System Proposed <input checked="" type="checkbox"/> Entire Building <input type="checkbox"/> Basement only <input type="checkbox"/> In lieu of roof rating <input type="checkbox"/> Not required	3.2.2.60
10	Standpipe required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.2.9.1
11	Fire Alarm Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.4
12	Water Service/Supply is Adequate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.5.7
13	High Building <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.6
14	Permitted Construction Actual Construction <input type="checkbox"/> Combustible <input checked="" type="checkbox"/> Non-combustible <input type="checkbox"/> Both <input type="checkbox"/> Combustible <input checked="" type="checkbox"/> Non-combustible <input type="checkbox"/> Both	3.2.2.60
15	Mezzanine(s) Area (sq. m) 708	3.2.1.1(i)(8)
16	Occupant load based on Main Floor (Public) Occupancy: N/A Load: 891.5 Persons Mezzanine (Staff) Occupancy: N/A Load: 48.5 Persons	3.1.17
17	Barrier-free Design <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Explain)	3.8
18	Hazardous Substances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.3.1.2 & 3.3.1.20
19	Required Fire Resistance Rating (FRR) Horizontal Assemblies FRR (Hours) Roof N/A Hours Mezzanine 0 Hours FRR of Supporting Members Floors N/A Hours Roof N/A Hours Mezzanine 0 Hours	Listed Design No. or Description (SG-2) 3.2.2.60 & 3.2.1.4 3.2.2.60(i)(b) Listed Design No. or Description (SG-2) 3.2.2.60(i)(g)
20	Spatial Separation - Construction of Exterior Walls Wall Area of EBF (sq. m) L/D (m) L/H or H/L Mezzanine 409 5.7 L/H Permitted Max % of Openings 20% Proposed % of Openings 0% FRR (hours) 2 Listed Design or Description Table 3.2.3.1E Comb. Constr. NO Non-Comb. Constr. Cladding Required NO Actual Constr. Non-Combust	3.2.3

ADDITIONAL CODE REQUIREMENTS/CALCULATIONS:				
Occupant Load:				
FLOOR SPACE	Area of EBF (sq. m)	Area (sq. ft)	Occupant load factor (SQFT/Per person) Table 3.1.17.1	Occupant load (persons)
GROUND FLOOR LEVEL (CANADIAN TIRE):				
Retail	3,214	34,593	3.7	869
Warehouse	1,091	11,742	Staff Only	8 Max.
Service Centre	458	4,928	Staff Only	11.5 Max.
Office	28	298	9.3	3
Cumulative Area:	4,791	51,561		891.5
TOTAL OCCUPANT LOAD GROUND FLOOR				
				891.5
MEZZANINE LEVEL (CANADIAN TIRE):				
Warehouse Mezzanine	425	4,570	Staff Only	8 Max.
Service Centre Mezzanine	18	191	Staff Only	11.5 Max.
Office Mezzanine	265	2,849	9.3	29
Cumulative Area:	708	7,619		940
TOTAL OCCUPANT LOAD (CANADIAN TIRE)				
				940
TOTAL BUILDING AREA	4,791	51,561		
TOTAL GROSS AREA	5,499	59,180		

FIRE PROTECTION:
 a) OBC 3.2.1.6, 3.2.2.60, 3.4.2.2
 *Building is permitted to be constructed of combustible or non-combustible construction in conformance with OBC. This building is constructed of non-combustible materials and materials in conformance with Section 3.1.5 of the Ontario Building Code.
 b) Building is to be sprinklered. Sprinkler contractor to submit engineered stamped drawings to the local municipality prior to commencement of work.
 c) Second level meets provisions of OBC Section 3.2.1.1(i) and classified as a Mezzanine.
 i) Mezzanine is not required to terminate at a vertical fire separation.
 ii) Mezzanine is constructed of non-combustible construction (no fire-resistance rating required) in conformance with OBC 3.2.2.60.

TRAVEL DISTANCE:
 a) Existing on Ground floor comply with OBC Clause 3.4.2.5(i). Exits shall be placed at maximum 45m (147'-8") distance from all occupied spaces.
 b) Existing for the Second Level (Mezzanine) comply with OBC Clause 3.4.2.5(i)(c). Max. travel distance 45m (147'-8") design conforms to this requirement.

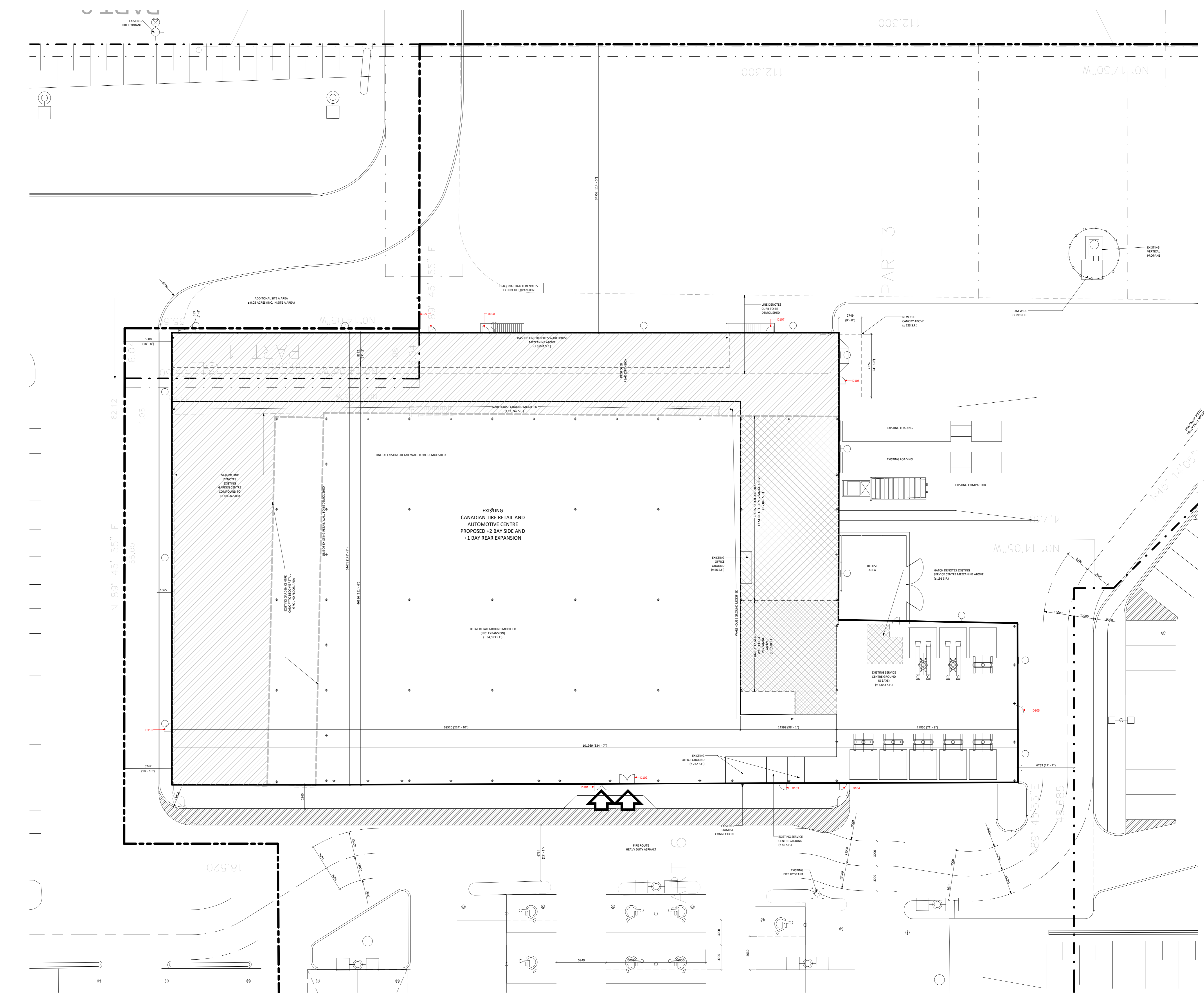
EXIT CAPACITY:				
DOOR	LOCATION	OPENING WIDTH (mm)	EXIT WIDTH FACTOR (mm/pp) Without Stairs: 6.1 mm/pp (OBC 3.4.3.21)(a) With Stairs: 9.2mm/pp (OBC 3.4.3.21)(b)	EXIT CAPACITY
D101	Vestibule	1,800	6.1	295
D102	Vestibule	1,800	6.1	295
D103	Service Ground	900	6.1	147
D104	Service Ground	900	6.1	147
D105	Service Ground	900	6.1	147
D106	Warehouse Ground	900	6.1	149
D107	Warehouse Mezz.	900	9.2	97
D108	Warehouse Mezz.	900	9.2	97
D109	Warehouse Ground	900	6.1	147
D110	Retail Ground	900	6.1	147

Total Exit Capacity **1668**
 Note: Exit figures with provided can accommodate a possible occupant of 1668 people.
 Estimated maximum occupant load is 940.

Mezzanine Floor Exiting:
 a) OBC 3.4.3.21(i)(c) "With Stairs" (Factor: 9.2 mm per person)

WASHROOM CALCULATIONS (CANADIAN TIRE):
 (OBC 3.7.4.8)
Fixtures Required:
 a) Males: 1 per 300 470/300 = 2
 b) Females: 1 per 150 470/150 = 4
Fixtures Provided:
 a) Males: 4 water closets; 3 urinal(s)
 b) Females: 5 water closets

Notes:
 1) Mezzanine floor staff area washrooms are provided primarily for staff use but are accessible to public.



1 SITE PLAN - CODE ANALYSIS
 A1-T-1 1 : 200

NO.	DATE	ISSUED FOR REVIEW	BY
11	2016-10-12	ISSUED FOR REVIEW	MB
10	2016-10-04	ISSUED FOR REVIEW	AA
9	2016-09-15	ISSUED FOR REVIEW	MB
8	2016-08-26	ISSUED FOR REVIEW	MB
7	2016-07-22	ISSUED FOR REVIEW	MB
6	2016-07-21	ISSUED FOR REVIEW	MB
5	2016-06-23	ISSUED FOR REVIEW	MB
4	2016-06-08	ISSUED FOR REVIEW	MB
3	2016-05-10	ISSUED FOR REVIEW	MB
2	2016-03-02	ISSUED FOR REVIEW	MB
1	2016-02-26	ISSUED FOR REVIEW	MB
7	DATE	DESCRIPTION	BY



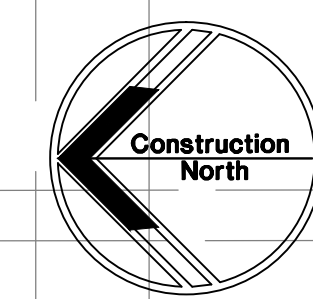
PROJECT
HIGHWAY #11
 NEW LISKEARD, ONTARIO

DRAWING NO.
CODE ANALYSIS

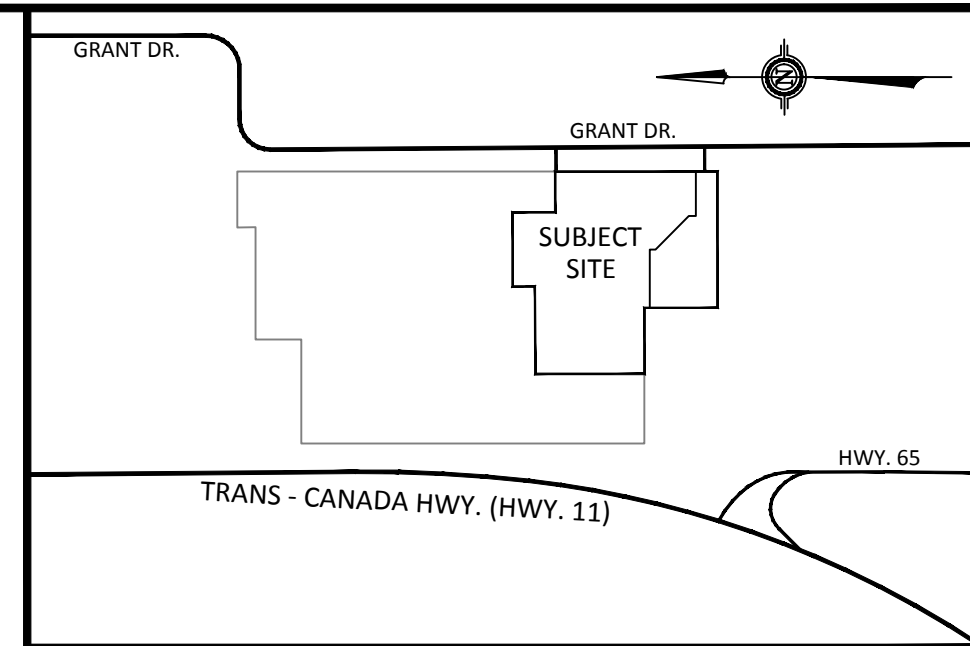
PROJECT NO.	FILE PATH
14-098	
PROJECT DATE	2016-10-12
DRAWN BY	MB
CHECKED BY	JP
SCALE	As Indicated

DRAWING NO.
A1-T-1

GRANT DRIVE



- SERVICING AND GRADING LEGEND:**
- DENOTES EXISTING STORM MANHOLE
 - DENOTES PROPOSED STORM MANHOLE
 - DENOTES EXISTING CATCH BASIN
 - DENOTES PROPOSED CATCH BASIN
 - DENOTES EXISTING STORM MANHOLE WITH W/ SEDIMENT SACK
 - DENOTES EXISTING CATCH BASIN WITH SEDIMENT SACK
 - DENOTES EXISTING STORM SEWER
 - DENOTES PROPOSED STORM SEWER
 - DENOTES EXISTING SANITARY MANHOLE
 - DENOTES PROPOSED SANITARY MANHOLE
 - DENOTES EXISTING SANITARY SEWER
 - DENOTES PROPOSED SANITARY SEWER
 - DENOTES EXISTING HYDRANT
 - DENOTES PROPOSED HYDRANT
 - DENOTES EXISTING WATER VALVE & BOX
 - DENOTES EXISTING WATER MAIN
 - DENOTES PROPOSED WATER MAIN
 - DENOTES EXISTING INLET CONTROL DEVICE (ICD)
 - DENOTES PROPOSED INLET CONTROL DEVICE (ICD)
 - + DENOTES EXISTING SPOT ELEVATION
 - + DENOTES PROPOSED ELEVATION
 - + DENOTES PROPOSED TOP OF CURB ELEVATION
 - + DENOTES PROPOSED GUTTER LINE ELEVATION
 - + DENOTES PROPOSED TOP ELEVATION OF SLOPE
 - + DENOTES PROPOSED EDGE ELEVATION OF PAVEMENT
 - + DENOTES PROPOSED HIGH POINT
 - + DENOTES PROPOSED LOW POINT
 - + DENOTES PROPOSED SWALE INVERT ELEVATION
 - + DENOTES PROPOSED ELEVATION BY OTHERS
 - + DENOTES PROPOSED ELEVATION BY OTHERS TO BE CHANGED
 - DENOTES PROPOSED FLOW ARROW AND SLOPE
 - DENOTES PROPOSED FLOW ARROW
 - DENOTES EMERGENCY OVERLAND FLOW
 - DENOTES PROPOSED SLOPE (3:1 OR HIGHER)
 - DENOTES EXISTING CONTOUR
 - DENOTES PROPOSED SURFACE PONDING AREA
 - DENOTES PROPOSED LIMIT OF CONSTRUCTION
 - DENOTES PROPOSED SILT FENCE
 - DENOTES EXISTING CURB TO BE REMOVED
 - DENOTES EXTENT OF MAX. PONDING (0.30m) 100 YEAR STORM
 - DENOTES CROSS-SECTION REFERENCE
 - DENOTES DRAWING NUMBER



KEY PLAN
Scale : N.T.S.

NOTE :
THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND UNDERGROUND AND ABOVE GROUND UTILITIES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING THE WORK THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
THE CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCY TO THE ARCHITECTS/ENGINEERS BEFORE PROCEEDING WITH THE WORKS.
ALL DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND THE PROPERTY OF THE ENGINEER WHICH MUST BE RETURNED AT THE COMPLETION OF WORK.
THIS DRAWING IS NOT TO BE SCALED. CONTRACTOR TO USE DIGITAL FILES FOR LAYOUT PROVIDED BY ENGINEER.
THIS PLAN MUST NOT BE USED TO SITE THE PROPOSED BUILDINGS.
THE APPROVAL OF THIS PLAN DOES NOT EXEMPT THE OWNER'S CONTRACTOR FROM OBTAINING, BUT NOT LIMITED TO, THE FOLLOWING PERMITS: ROAD CUT, SEWER PERMITS, RELOCATION OF SERVICES, ENCROACHMENT AGREEMENTS, APPROACH APPROVAL PERMITS, ETC..
EXISTING TOPOGRAPHICAL INFORMATION SUPPLIED BY EXP SERVICES INC.

BENCH MARK:

CONTROL TABLE UTM ZONE 17 NAD 83			
170	600018.4450m	5265200.8440m	207.941m IB
171	600024.3430m	5264935.8390m	203.181m IB
172	601371.0820m	5264120.9540m	194.370m HCM 352

BEARING NOTE:
BEARINGS ARE ASTROMONIC AND ARE REFERRED TO THE WEST LIMIT OF GRANT DRIVE AS SHOWN ON PLAN 54R-4098 HAVING A BEARING OF N017°50'W.

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

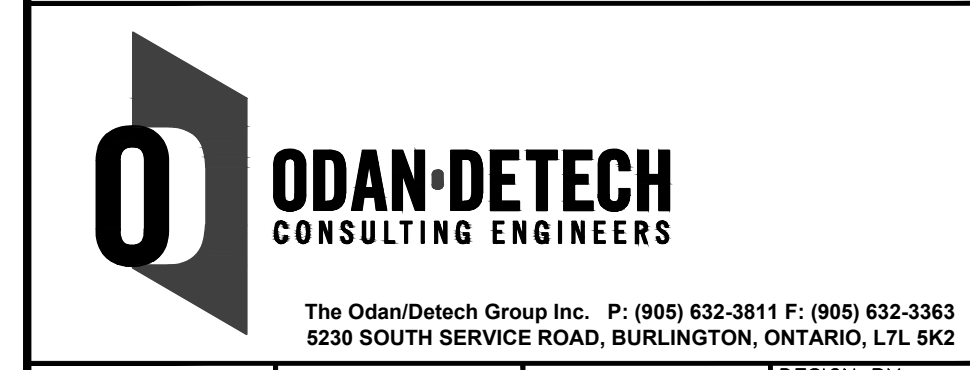
NO.	REVISIONS	DATE	BY
5	COORDINATED WITH ARCHITECT PLAN	DEC 6/2016	Z.Z.
4	ISSUED FOR SITE PLAN & MTO APPROVAL	NOV 22/2016	M.H.
3	ISSUED FOR MTO REVIEW & APPROVAL	NOV 2/2016	M.H.
2	ISSUED FOR SITE PLAN APPROVAL	JUL 14/2016	C.M.
1	ISSUED FOR REVIEW	JUN 15/2016	Z.Z.



SITE SERVICING & GRADING PLAN

CLIENT :
CANADIAN TIRE REAL ESTATE LTD.
2180 YONGE STREET
TORONTO, ONTARIO

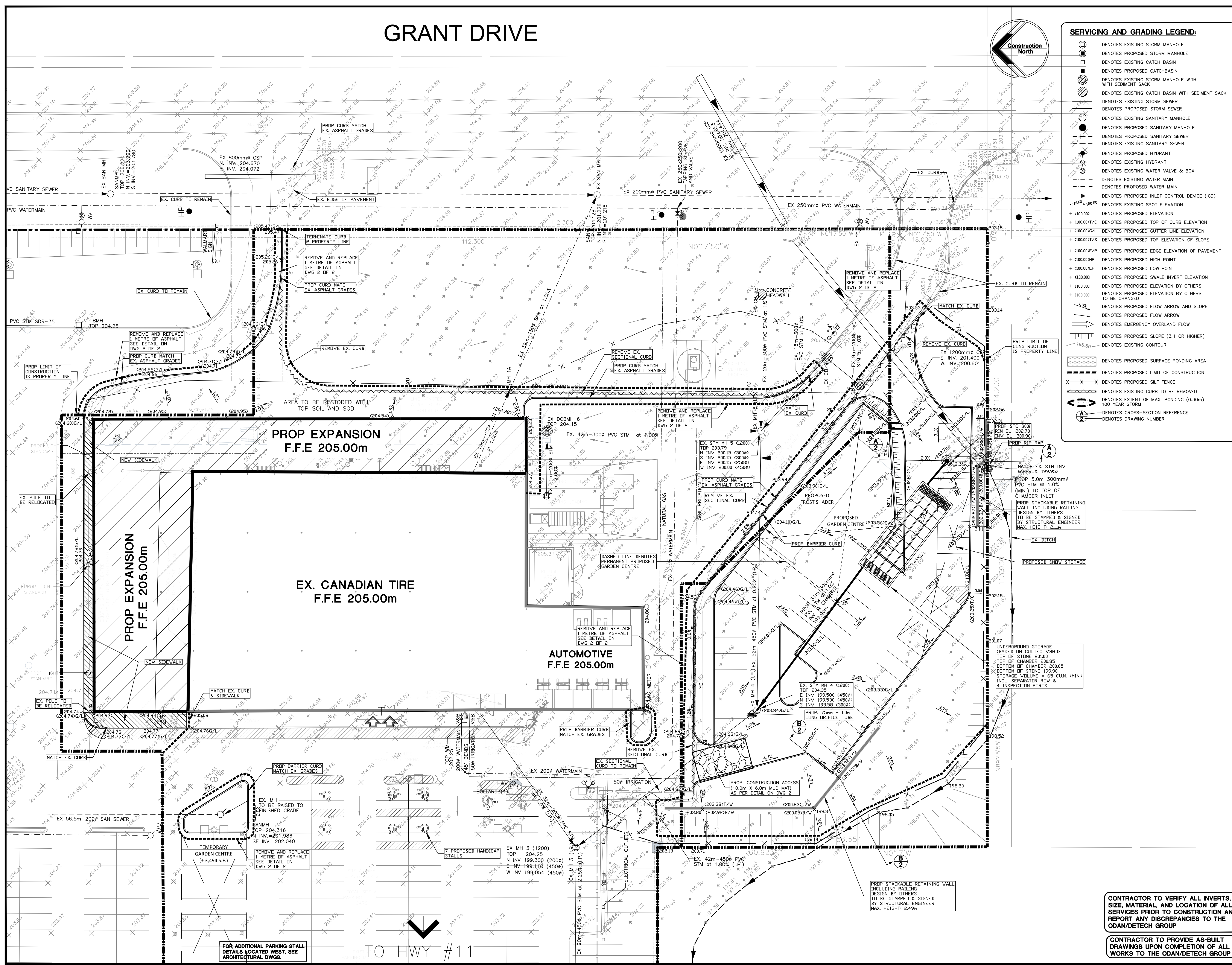
PROJECT :
RETAIL STORE AND SERVICE CENTRE #088
HIGHWAY #11
NEW LISKEARD, ONTARIO



SCALE :	PROJ. NO.:	DATE STARTED:	DESIGN BY:
1:300	14229	JUN 2016	J.K.
14229-1 E.DWG			DRAWN BY: Z.Z.
			CHECKED BY: D.C.S.
			APPROVED BY: J.K.
			DRWG. NO.:
			1 OF 2

CONTRACTOR TO VERIFY ALL INVERTS, SIZE, MATERIAL, AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE ODAN/DETECH GROUP

CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS UPON COMPLETION OF ALL WORKS TO THE ODAN/DETECH GROUP

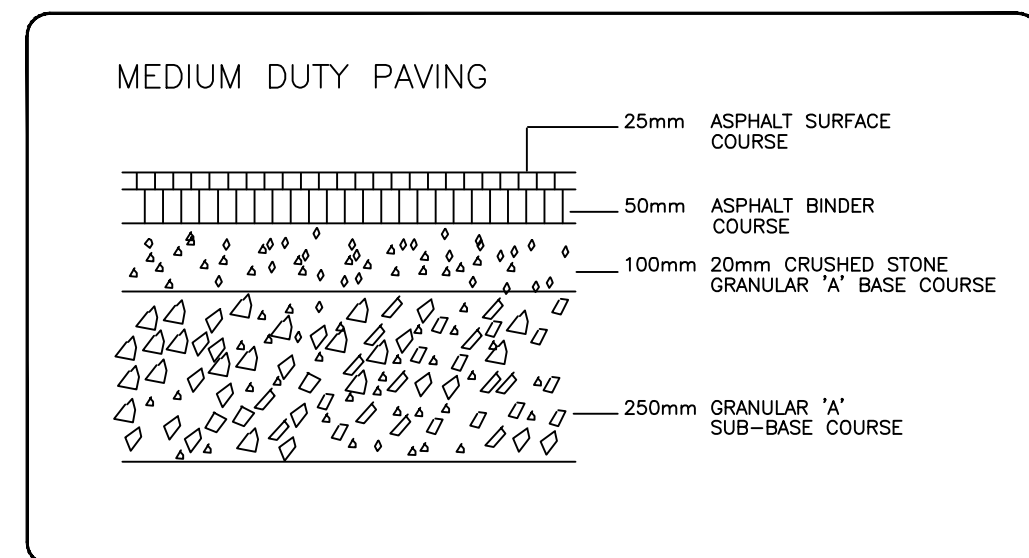


FOR ADDITIONAL PARKING STALL DETAILS LOCATED WEST, SEE ARCHITECTURAL DWGS.

TO HWY #11

GENERAL NOTES

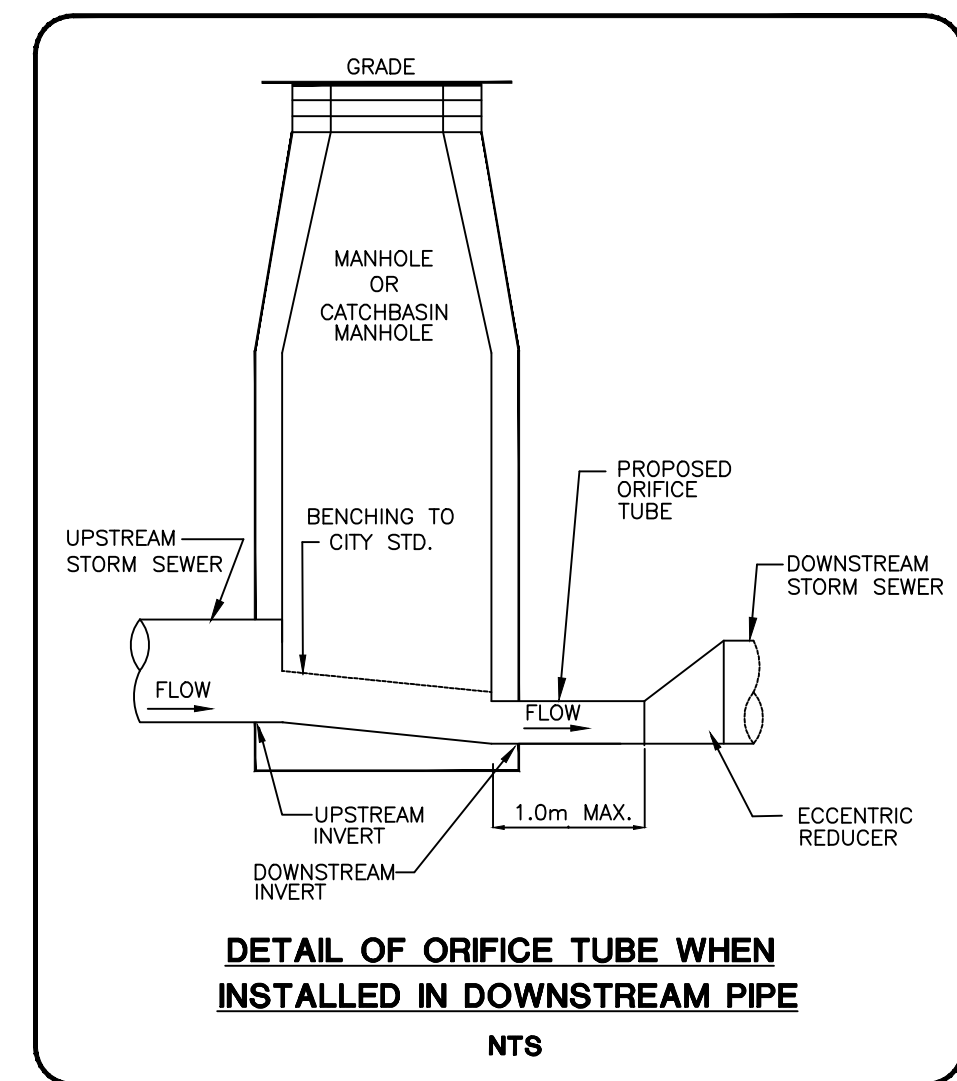
- DRAWINGS ARE NOT TO BE SCALED.
- DO NOT SITE BUILDINGS WITH THIS DRAWING.
- ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON THE SITE PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER BEFORE PROCEEDING.
- UNLESS OTHERWISE NOTED ON THE DRAWINGS THE STANDARD TOWN, REGION/COUNTY, MTO AND OPSD AND OPSD ARE TO CONSTITUTE PART OF THIS CONTRACT AND SITE PLAN DRAWINGS.
- REFER TO TOWN STANDARDS AND SPECIFICATIONS FOR LIST OF APPROVED MANUFACTURERS AND MATERIALS.
- EXISTING STRUCTURES ARE NOT TO BE DISTURBED, NOR ENCROACHMENT ON ADJACENT PROPERTIES UNLESS INSTRUCTED BY THE ENGINEER.
- THE APPROVAL OF THIS PLAN DOES NOT EXEMPT THE OWNER'S CONTRACTOR FROM OBTAINING AND PAYING FOR, BUT NOT LIMITED TO THE FOLLOWING PERMITS, ROAD CUTS, SEWER PERMITS, RELOCATION OF SERVICES, ENCROACHMENT AGREEMENTS, APPROACH APPROVAL PERMITS, ETC. ALL RESTORATION AS PER TOWN STANDARDS.
- PRIOR TO CONSTRUCTION, THE ENGINEER IS TO BE NOTIFIED BY THE OWNER AND THE CONTRACTOR AS TO THE EXTENT OF THE CONSTRUCTION LIMITS THEY PROPOSE. THE TOWN IS TO BE NOTIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE SITE PLAN, LANDSCAPE PLAN, SITE ELECTRICAL PLANS, AND ANY OTHER PLANS OR DRAWINGS WHICH DEPICT WORKS THAT ARE PROPOSED FOR THIS SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNAGE, DELINEATORS, MARKERS AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS FOR THE TOWN AND THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR ONTARIO.
- THE CONTRACTOR SHALL ENDEAVOR TO PREVENT MUD TRACKING ONTO EXISTING RIGHT-OF-WAYS AND SHALL PROVIDE FOR CLEANUP AT HIS OWN EXPENSE AS DIRECTED BY THE TOWN. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE TO CONTROL DUST ON THE PROJECT AND HE SHALL PROVIDE AT HIS OWN EXPENSE, CONTROLLING MEASURES AS DIRECTED BY THE TOWN.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES PRIOR TO AND DURING CONSTRUCTION. LOCATION OF EXISTING UTILITIES TO BE VERIFIED IN THE FIELD.
- THE CONTRACTOR SHALL RECTIFY ALL DISTURBED AREAS TO ORIGINAL CONDITION OR BETTER AND TO THE SATISFACTION OF THE TOWN.
- BLASTING WILL NOT BE ALLOWED UNLESS AUTHORIZED BY THE TOWN.
- ANY UTILITY RELOCATIONS DUE TO THIS DEVELOPMENT TO BE UNDERTAKEN AT THE EXPENSE OF THE OWNER/DEVELOPER.
- ALL DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND THE PROPERTY OF THE ENGINEER WHICH MUST BE RETURNED AT THE COMPLETION OF WORK.
- DRIVEWAYS SHALL BE SETBACK A MINIMUM CLEARANCE OF 1.0 m. FROM ALL ABOVEGROUND SERVICES OR OTHER OBSTRUCTIONS.
- ALL CONSTRUCTION WORK IS TO BE CARRIED OUT IN ACCORDANCE WITH THE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS FOR CONSTRUCTION PROJECTS.
- CONSTRUCTION ACCESS SHALL BE CONSTRUCTED WITH A MIN. OF 450mm THICK CRUSHED STONE BASE FROM MUNICIPAL CURB OR EDGE OF PAVEMENT TO THE PROPERTY LINE TO THE SATISFACTION OF THE TOWN. LOCATION SHALL BE AS PER THE TOWN.
- MINIMUM CLEARANCE OF 1.0m FROM ALL ABOVE GROUND SERVICES AND UTILITIES.
- OUTSIDE LIGHTING TO BE DIRECTED DOWNWARD AS WELL AS INWARD AND DESIGNED TO MAINTAIN ZERO CUTOFF LIGHT DISTRIBUTION AT THE PROPERTY LINE.
- ALL WORKS WITHIN TOWN RIGHT-OF-WAY TO BE PERFORMED BY TOWN FORCES OR AN APPROVED CONTRACTOR AS PER TOWN ACCEPTANCE, UNLESS OTHERWISE DIRECTED BY THIS ENGINEER.
- ALL EXISTING SEWERS ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION INCLUDING SEWER INVERTS, MATERIAL TYPE, AND SIZE. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
- ALL RELOCATION, RECONSTRUCTION AND RESTORATION TO BE PERFORMED TO THE SATISFACTION OF THE DIRECTOR OF ENGINEERING.



NOTE: THE MEDIUM DUTY PAVING COMPOSITE WAS OBTAINED FROM THE ORIGINAL ENGINEERING DRAWINGS DONE BY BRONTE ENGINEERING LTD. FOR THE EXISTING CANADIAN TIRE

CURBING/SIDEWALKS/ASPHALT

- ALL PROPOSED INTERNAL CURBING TO BE BARRIER TYPE AS PER ARCHITECT DETAIL. ALL TOPS OF CURBS TO BE 150mm ABOVE PROPOSED GUTTER LINE, UNLESS OTHERWISE NOTED.
- PROPOSED CURB AND GUTTER ON TRAVELED ROADWAY AS PER CURRENT TOWN STD.
- ALL REQUIRED CURB CUTTING AT ENTRANCE AND CURB DEPRESSIONS AT SIDEWALK CROSSINGS SHALL BE INSTALLED TO THE SATISFACTION OF THE TOWN AND AS PER TOWN DRAWING
- CURB CUTS WITHIN THE PUBLIC R.O.W. TO BE PERFORMED TO THE SATISFACTION OF THE TOWN.
- ALL PROPOSED ROAD CUTS TO BE PERFORMED AND RESTORED TO THE SATISFACTION OF THE TOWN, AND IN ACCORDANCE WITH TOWN STANDARDS & SPECIFICATIONS.
- CONCRETE SIDEWALK WITHIN PUBLIC R.O.W. AS PER OPSD-310.010 AND OPSD-310.020 (ADJACENT TO CURB). ALL RAMPS SHALL BE AS PER OPSD-310.031. ALL SIDEWALKS SHALL BE 50MPa WITH 7% AIR. ALL CONCRETE SIDEWALKS TO BE MINIMUM 150mm THICK AT RESIDENTIAL DRIVEWAYS AND 200mm THICK THROUGH COMMERCIAL/INDUSTRIAL ENTRANCES HAVE 150mm GRANULAR 'A' BASE, COMPACTED TO 100% SPD.
- ALL CONCRETE CURB FROM EXISTING ROAD CURB TO STREET LINE SHALL BE AS PER TOWN STD. ALL CONCRETE CURB HEIGHTS SHALL BE 150mm UNLESS OTHERWISE NOTED. DRIVEWAY CURB TO BE DISCONTINUOUS AT SIDEWALK AND TAPERED BACK 450mm MINIMUM WHERE SIDEWALK CONTIGUES THROUGH THE ENTRANCE AS PER OPSD-350.01.
- APPROPRIATE CONSTRUCTION DETAILS SHOULD BE PROVIDED FOR RETAINING WALLS HIGHER THAN 1.0m. DETAILS SHALL BE DESIGNED AND SEALED BY A PROFESSIONAL ENGINEER UPON APPROVAL. HANDRAIL IS REQUIRED WHEN HEIGHT EXCEEDS 0.60m AND SHALL BE AS PER OPSD-980.101.
- ALL CURBS ARE TO BE 150mm ABOVE THE PROPOSED GUTTER LINE (G/L) UNLESS NOTED
- ALL CONCRETE TOE WALLS SHALL BE AS PER OPSD 3120.100 TYPE 1
- ALL DEAD END BARRIAGES SHALL BE AS PER OPSD-912.532.
- ALL TEMPORARY STEEL BEAM GUIDE RAILS SHALL BE AS PER OPSD-912.532
- ALL SECTIONAL PRE-CAST CONCRETE CURBING AS PER OPSD-603.02.
- PERIMETER SUBDRAINS SHOULD BE PROVIDED AROUND PARKING AREAS AND ALONG DRIVEWAYS.



STORM SEWERS

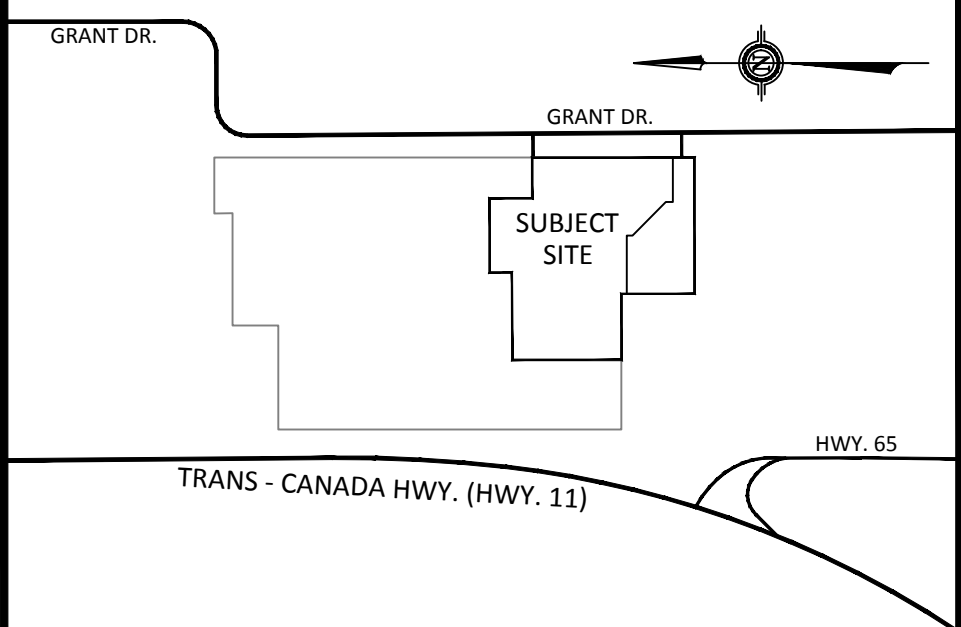
- ALL STORM SEWERS 450mm ϕ AND SMALLER TO BE PVC SDR 35 IN ACCORDANCE WITH CSA-8182.2, ASTM D-2779 AND ASTM D-3034 OR LATEST REVISIONS UNLESS OTHERWISE NOTED. 525mm ϕ AND LARGER TO BE CONCRETE IN ACCORDANCE WITH CSA A257.2, CLASS 650 OR LATEST REVISIONS. UNLESS OTHERWISE NOTED. ROOF TOP STORM LEADS 150mm ϕ AND SMALLER TO BE PVC SDR 28.
- ULTRA RIBBED PVC PIPE SHALL NOT BE USED, UNLESS OTHERWISE DIRECTED BY THIS ENGINEER.
- ALL CATCH BASIN LEADS TO BE A MINIMUM OF 300mm ϕ PVC SDR 35 IN ACCORDANCE WITH CSA-8182.2, ASTM D-2779 AND ASTM D-3034 OR LATEST REVISIONS, UNLESS OTHERWISE NOTED.
- BEDDING AND COVER FOR PVC SEWERS (FLEXIBLE PIPE) AS PER OPSD 802.010, GRANULAR "A" COMPACTED TO 100% SPD.
- BEDDING AND COVER FOR CONCRETE SEWERS (RIGID PIPE) AS PER OPSD 802.030, CLASS B, GRANULAR 'A', COMPACTED TO 100% SPD, UNLESS OTHERWISE SPECIFIED.
- ALL STORM SERVICES TO BUILDINGS SHALL BE AT A MINIMUM SLOPE OF 1:0%
- THE CONTRACTOR IS TO CAP ALL STORM SERVICES 2.0 METRES AWAY FROM THE PROPOSED BUILDING LINES UNLESS OTHERWISE NOTED.
- CULVERT THICKNESS SHALL BE 1.6m MINIMUM WITH LENGTHS IN STANDARD INCREMENTS OF 3, 6, AND 7 METRES.
- STORM MANHOLES SHALL BE AS PER OPSD-701.010, 701.011, 701.012, 701.013 AS SPECIFIED, BENCHING TO SPRINGLINE OF PIPE AS PER OPSD-701.021, FRAME & COVER AS PER OPSD-401.01, (TYPE A CLOSED COVER)
- ALL CATCH BASIN MANHOLES AS PER OPSD 701.010. FRAME AND GRATE AS PER OPSD 400.02.
- ALL MANHOLE AND CATCH BASIN ADJUSTMENTS SHALL BE AS PER OPSD-704.010. MAXIMUM OF THREE (3) UNITS AND 300mm HIGH, WHERE EXCEED CAST-IN-PLACE OR PRE-CAST RISER SECTIONS SHALL BE PROVIDED.
- ALL SAFETY GRATES AS PER OPSD 404.020 FOR MANHOLES > 5.0m DEPTH.
- EXISTING STORM MANHOLE(S) TO BE RE-BENCHED AS REQUIRED, AS PER OPSD-701.021.
- ALL CATCH BASINS SHALL BE INSTALLED IN ACCORDANCE WITH OPSD 705.010. INCLUDE GOSS TRAP IF REQUIRED BY TOWN. ALL CATCH BASIN FRAMES AND COVERS AS PER OPSD 400.02.
- ALL DOUBLE CATCH BASINS SHALL BE INSTALLED IN ACCORDANCE WITH OPSD-705.020. INCLUDE GOSS TRAP IF REQUIRED BY TOWN. ALL CATCH BASIN FRAMES AND COVERS AS PER OPSD 400.02.
- ALL DITCH INLET CATCH BASINS SHALL BE AS PER OPSD-705.030, WITH RIP-RAP TREATMENT AS PER OPSD-810.02, WITH GEOTEXTILE (MIRAF P-140N).
- ALL CATCH BASIN CONNECTIONS SHALL BE AS PER OPSD-708.01 (RIGID PIPE) AND OPSD-708.03 (FLEXIBLE PIPE).
- ALL CATCH BASINS CONSTRUCTED IN FILL AREAS TO BE SUPPORTED IN 14MPa CONCRETE.
- AT ALL CATCH BASIN & CATCH BASIN MANHOLE SAG POINTS INCLUDE FOUR (4) 4.0m LONG, 100mm ϕ PVC SUBDRAINS WITH FILTER CLOTH, CAP ONE END AND CONNECT THE OTHER TO THE CATCH BASIN OR CATCH BASIN MANHOLE.
- ALL SEWER SERVICE CONNECTIONS FOR RIGID PIPE SHALL BE AS PER OPSD-1006.01.
- ALL SEWER SERVICE CONNECTIONS FOR FLEXIBLE PIPE SHALL BE AS PER OPSD-1006.02.
- ALL CONCRETE OUTLETS AS PER OPSD 605.030 WITH ASPHALT SPILLWAY AND RIP-RAP.
- ALL RIP-RAP TREATMENT FOR SEWER AND CULVERT OUTLETS SHALL BE AS PER OPSD-810.01, TYPE "B" WITH GEOTEXTILE (MIRAF P-140N).

STORMCEPTOR

- THE CONTRACTOR SHALL CONTACT THE MANUFACTURER FOR INSTALLATION REQUIREMENTS AND PROCEDURES FOR ALL PROPOSED STORMCEPTORS.
- AN ENGINEER REPRESENTING THE MANUFACTURER AND/OR THE ENGINEER FOR THE PROJECT SHALL BE CONTACTED BY THE CONTRACTOR 48 HRS. PRIOR TO INSTALLATION TO WITNESS AS-BUILT CONDITIONS BEFORE PROCEEDING WITH BACKFILLING.
- THE CONTRACTOR SHALL PROVIDE CERTIFICATION FROM THE MANUFACTURER TO THIS ENGINEER UPON COMPLETION OF THE INSTALLATION OF ALL STORMCEPTORS.
- OIL/GRIT SEPARATORS SHALL BE CLEANED AND MAINTAINED A MINIMUM OF TWICE A YEAR AND OIL SHALL BE REMOVED IF LEVELS GREATER THAN 2.5cm ARE REACHED.

GRADING

- THE GRADING PLAN IS TO BE READ WITH THE SITE SERVICES DRAWING AND THE SITE PLAN. FOR BUILDING DETAILS REFER TO THE LATEST REVISION OF THE SITE PLAN AS PER THE ARCHITECT.
- CONTRACTOR TO RESTORE ALL DISTURBED AREAS (I.E. PUBLIC R.O.W., ADJACENT LANDS) WHICH HAVE BEEN DISTURBED DURING CONSTRUCTION TO PREVIOUS OR BETTER CONDITION.
- ALL DRIVEWAY AND GRADING MATERIAL AND CONSTRUCTION METHODS MUST CONFORM TO CURRENT TOWN STANDARDS AND SPECIFICATIONS.
- ALL FILL WITHIN THE SITE TO BE COMPACTED TO A MIN. OF 100% STD. PROCTOR DENSITY. THE SUITABILITY OF ALL FILL MATERIALS ARE TO BE CONFIRMED BY A RECOGNIZED SOILS CONSULTANT TO THE DIRECTOR OF ENGINEERING PRIOR TO INSTALLATION OF ANY ROAD BASE MATERIALS.
- LANDSCAPE SHALL NOT ENCROACH ON BOULEVARD NOR SHALL BOULEVARD GRADES BE ALTERED.
- SILT FENCE(S) TO BE INSTALLED AND MAINTAINED TO PREVENT SILT FLOWING ONTO ADJACENT LANDS. SILTATION CONTROL METHODS SUCH AS ENVIROFENCE OR APPROVED EQUAL, SHALL BE ERRECTED PRIOR TO ANY GRADING OR CONSTRUCTION AND SHALL BE MAINTAINED.
- ANY CHANGES IN GRADES OR CATCH BASINS REQUIRE THE APPROVAL OF THE ODAN/DETECH GROUP INC.
- THE CONTRACTOR SHALL RECTIFY ALL DISTURBED AREAS TO ORIGINAL CONDITION OR BETTER AND TO THE SATISFACTION OF THE CITY.
- ALL LANDSCAPING TO BE INSTALLED AS SOON AS POSSIBLE OR PRIOR TO THE END OF THE FIRST GROWING SEASON. LANDSCAPING TO BE MAINTAINED UNTIL IT IS ESTABLISHED.
- ALL CONNECTIONS WITH PAVED PORTIONS OF EXISTING ROADS TO BE BACKFILLED WITH GRANULAR 'A' MATERIAL OR LATEST CITY SPECIFICATIONS AND COMPACTED TO 100 % SPD.
- CONSTRUCTION ACCESS SHALL BE CONSTRUCTED WITH A MIN. OF 450mm THICK CRUSHED STONE BASE FROM MUNICIPAL CURB OR EDGE OF PAVEMENT TO THE PROPERTY LINE TO THE SATISFACTION OF THE CITY.
- ALL CURBS ARE TO BE 150mm ABOVE THE PROPOSED GUTTER LINE (G/L) UNLESS NOTED
- PAVEMENT GRADE (MIN. 0.5%, MAX. 5%).
- DRAINAGE SWALES WITH GRADES (MIN. 2%, MAX. 5%).
- SLOPES IN LANDSCAPE AREAS AND ON BERMS SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL.
- THE PARKING AREAS AND DRIVEWAY HAVE BEEN DESIGNED ACCORDING TO A FROST SUSCEPTIBILITY FACTOR OF 5. THIS FACTOR IS TO BE VERIFIED BY A SOILS CONSULTANT.



KEY PLAN
Scale : N.T.S.

NOTE :
THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND UNDERGROUND AND ABOVE GROUND UTILITIES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING THE WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
THE CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCY TO THE ARCHITECT/ENGINEERS BEFORE PROCEEDING WITH THE WORKS.
ALL DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND THE PROPERTY OF THE ENGINEER WHICH MUST BE RETURNED AT THE COMPLETION OF WORK.
THIS DRAWING IS NOT TO BE SCALED. CONTRACTOR TO USE DIGITAL FILES FOR LAYOUT PROVIDED BY ENGINEER.
THIS PLAN MUST NOT BE USED TO SITE THE PROPOSED BUILDINGS.
THE APPROVAL OF THIS PLAN DOES NOT EXEMPT THE OWNER'S CONTRACTOR FROM OBTAINING, BUT NOT LIMITED TO THE FOLLOWING PERMITS: ROAD CUT, SEWER PERMITS, RELOCATION OF SERVICES, ENCROACHMENT AGREEMENTS, APPROACH APPROVAL PERMITS, ETC...
EXISTING TOPOGRAPHICAL INFORMATION SUPPLIED BY EXP SERVICES INC.

BENCH MARK

CONTROL TABLE	UTM_ZONE	UTM_ZONE	UTM_ZONE	UTM_ZONE
170	600018.4450m	5265200.8440m	207.941m	IB
171	600024.3430m	5264935.8390m	203.181m	IB
172	601371.0820m	5264120.9540m	194.370m	HCN 352

BEARING NOTE:
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE WEST LIMIT OF GRANT DRIVE AS SHOWN ON PLAN 54R-409B HAVING A BEARING OF N07750'W.

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

NO.	REVISIONS	DATE	BY
5	COORDINATED WITH ARCHITECT PLAN	DEC 6/2016	Z.Z.
4	ISSUED FOR SITE PLAN & MTO APPROVAL	NOV 22/2016	M.H.
3	ISSUED FOR MTO REVIEW & APPROVAL	NOV 2/2016	M.H.
2	ISSUED FOR SITE PLAN APPROVAL	JUL 14/2016	C.M.
1	ISSUED FOR REVIEW	JUN 15/2016	Z.Z.

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2	ISSUED FOR SITE PLAN APPROVAL	JUL 14/2016	C.M.
1	ISSUED FOR REVIEW	JUN 15/2016	Z.Z.

SCALE : 0 5 10 20 30

DRAWING :

NOTES & DETAILS

CLIENT :

CANADIAN TIRE REAL ESTATE LTD.

2180 YONGE STREET

TORONTO, ONTARIO

PROJECT :

RETAIL STORE AND SERVICE CENTRE #088

HIGHWAY #11

NEW LISKEARD, ONTARIO

SCALE :

1:300

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CHECKED BY: D.C.S.

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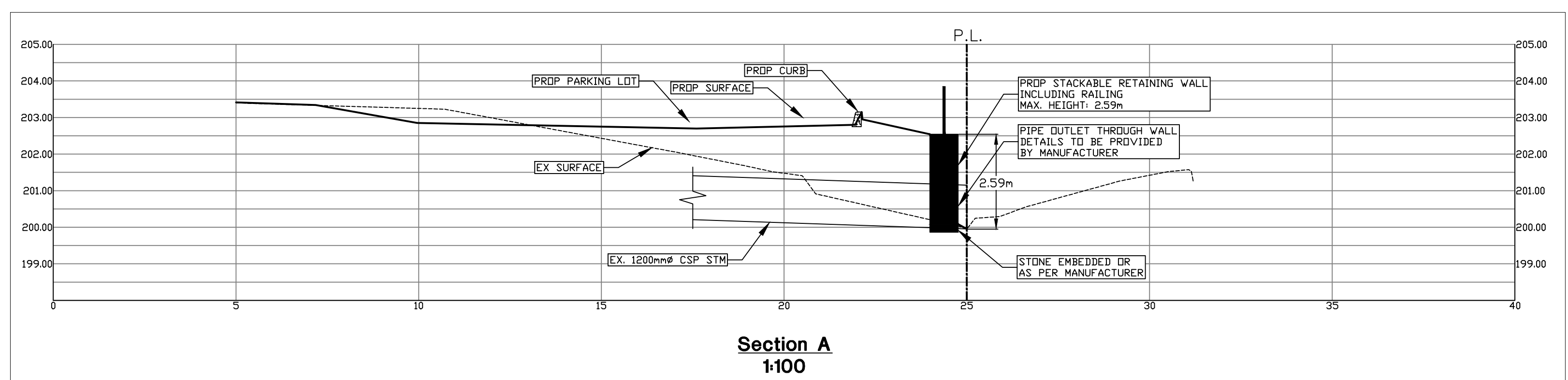
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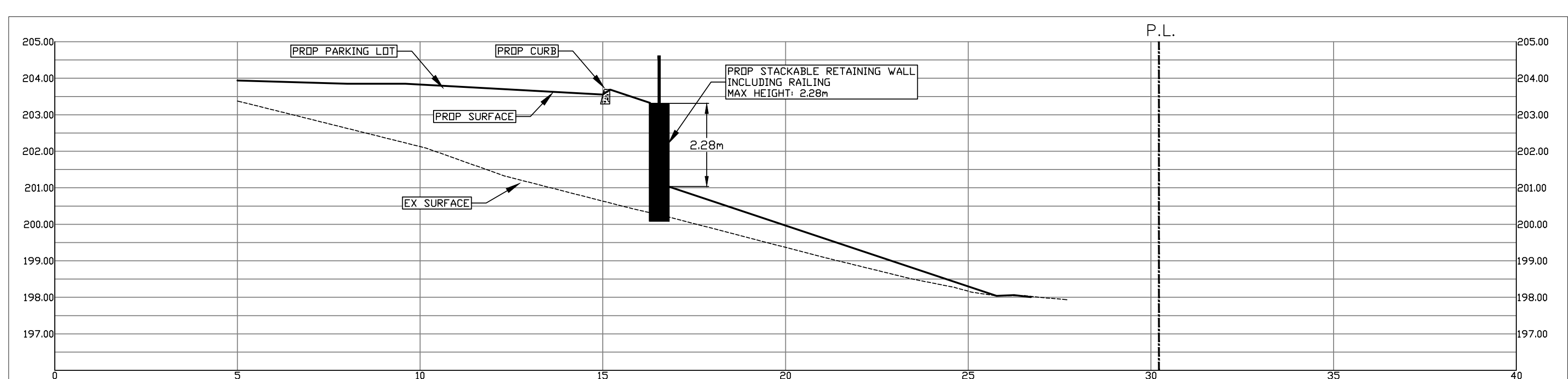
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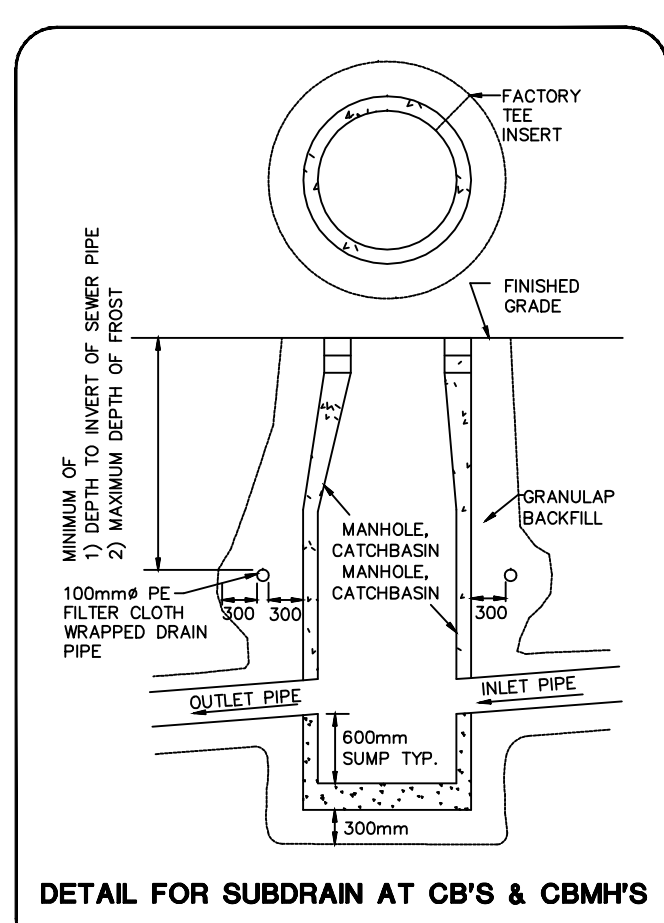
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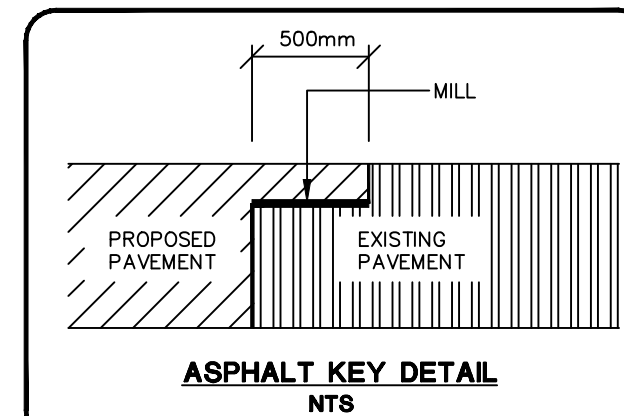
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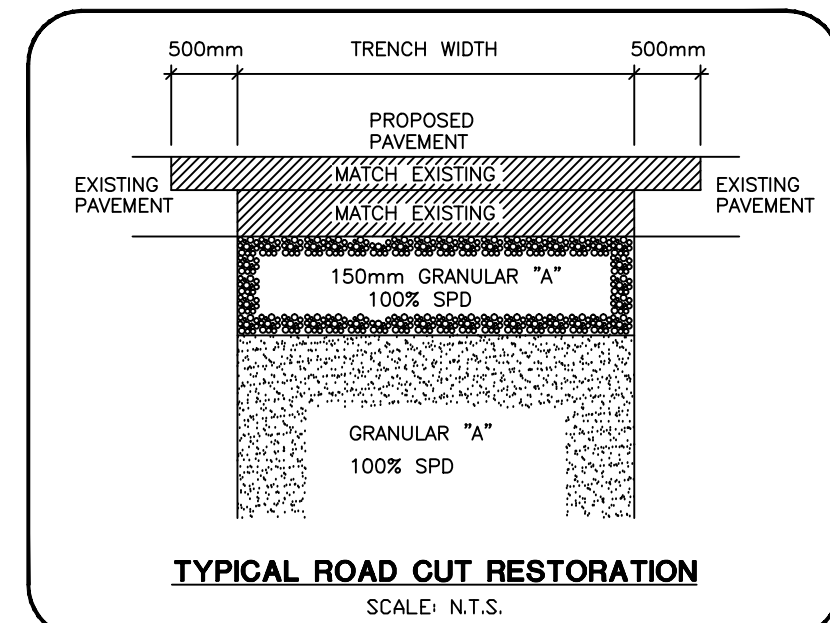
Section B
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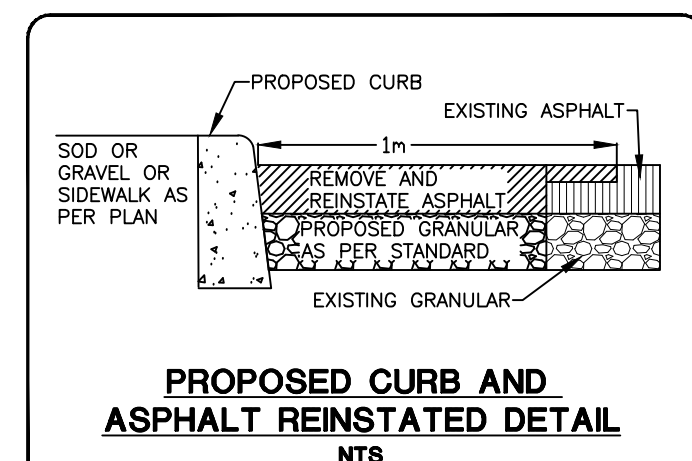
DETAIL FOR SUBDRAIN AT CB'S & CBM'S



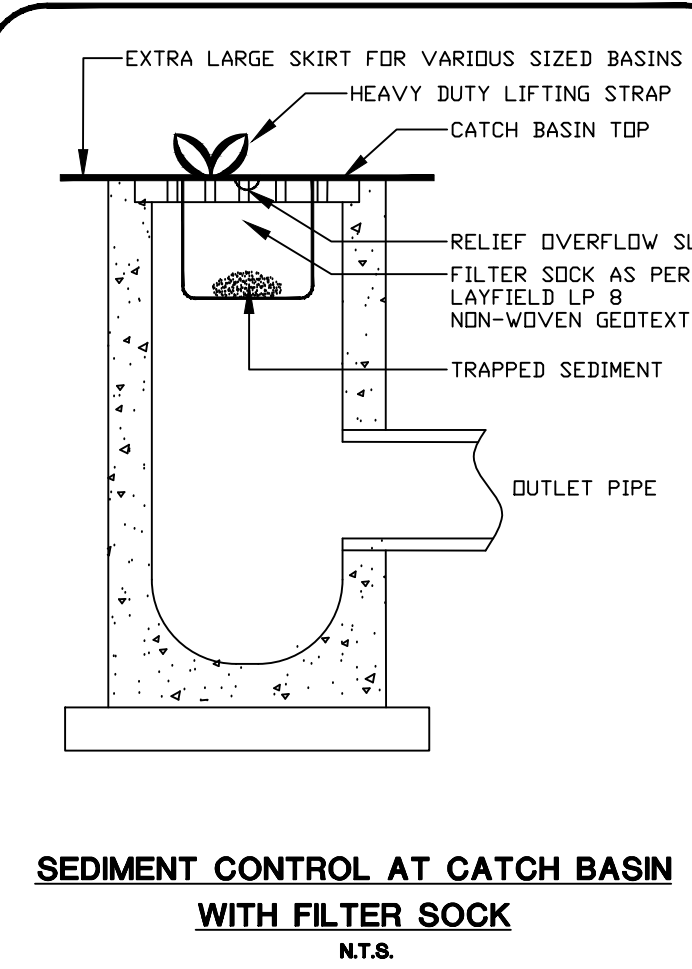
ASPHALT KEY DETAIL
N.T.S.



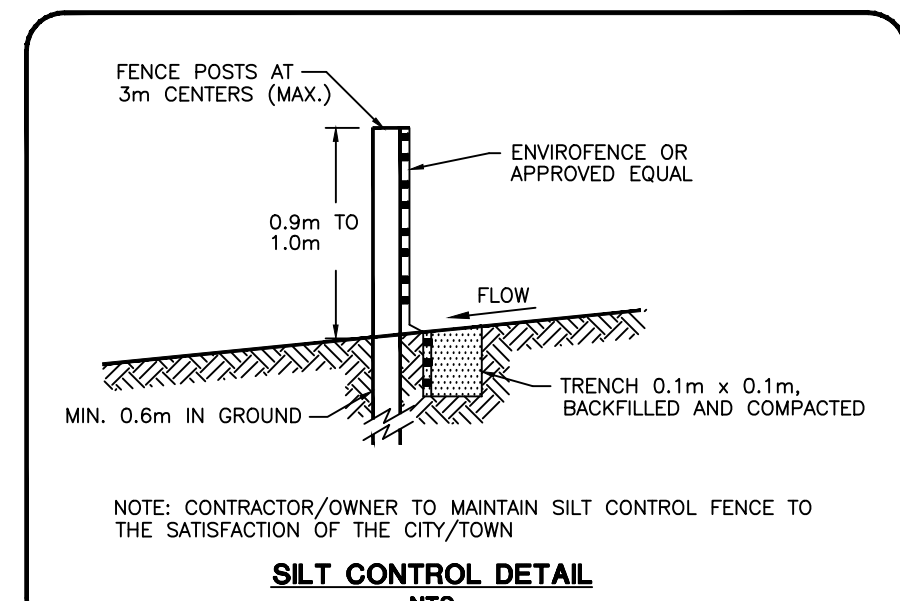
TYPICAL ROAD CUT RESTORATION
SCALE: N.T.S.



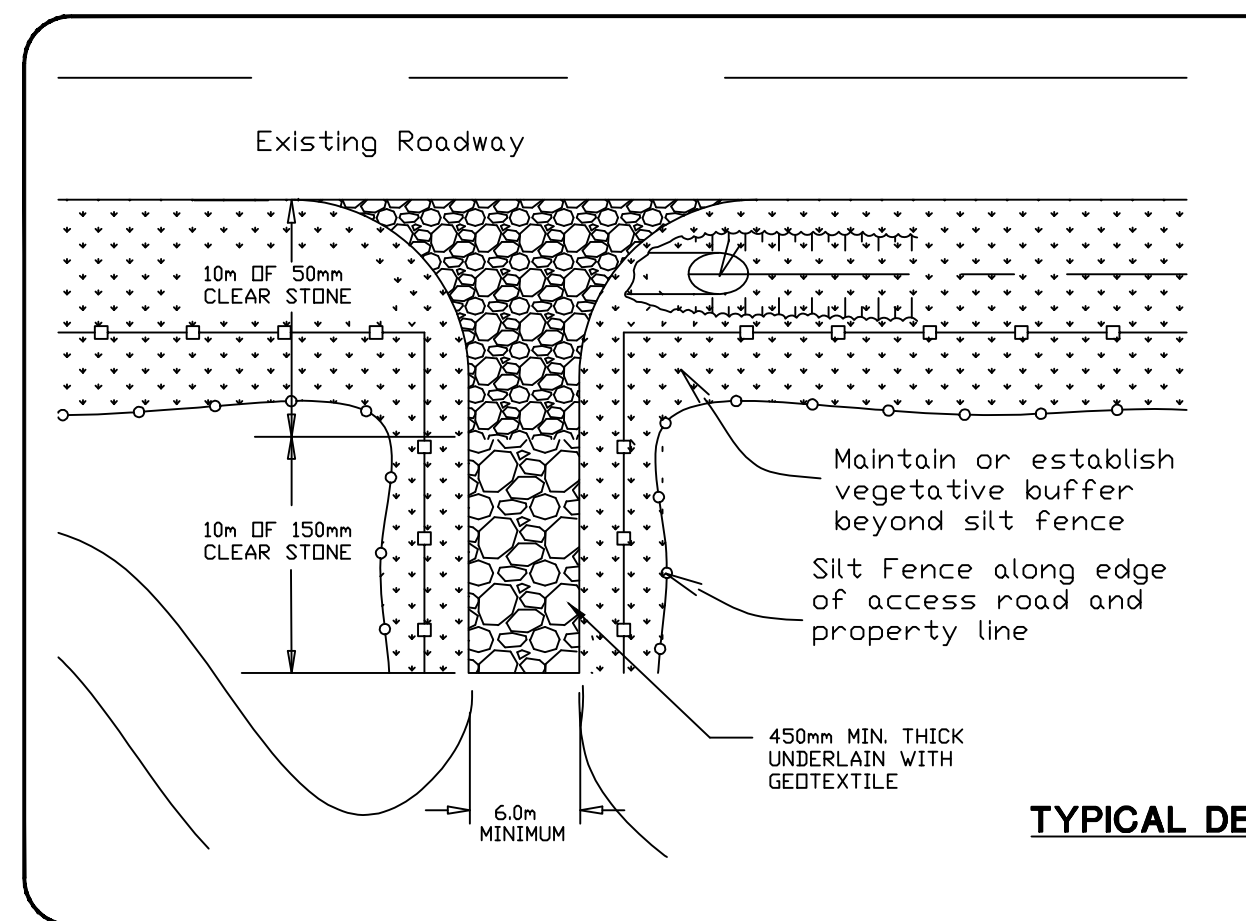
PROPOSED CURB AND ASPHALT REINSTATEMENT DETAIL
N.T.S.



SEDIMENT CONTROL AT CATCH BASIN
WITH FILTER SOCK
N.T.S.



SILT CONTROL DETAIL
N.T.S.



TYPICAL DETAIL OF MUD MAT
N.T.S.

- NOTES:**
- Purpose of Construction Mat is to minimize transportation of sediment onto roadways.
 - Construction mat is to be installed as the first step in the site alteration process.
 - Construction mats are required where paved roads are within 300 m of the site.



The Odan/Detech Group Inc. P: (905) 632-3811 F: (905) 632-3363
8230 SOUTH SERVICE ROAD, BURLINGTON, ONTARIO, L7L 8K2

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BURLINGTON, ONTARIO, L7L 5K2
www.odandetech.com

**PROPOSED PARKING LOT AND RETAIL EXPANSION
TEMISKAMING SHORES (NEW LISKEARD), ONTARIO**

PROJECT No.: 14229

**STORMWATER MANAGEMENT
REPORT**

APPLICANT:

CANADIAN TIRE REIT

Prepared By:

THE ODAN/DETECH GROUP INC.

NOVEMBER 22 2016

Table of Contents

1.0 BACKGROUND 1

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4.0 CONCLUSIONS 12

APPENDIX A

Aerial Bird Eye View
Site Plan
Google Street View Images Surrounding Development

APPENDIX B

Figure 1 - Storm Tributary Area Plan – Pre Development Existing Conditions
Figure 2 - Storm Tributary Area Plan –Post Development Conditions
Stage-Storage-Discharge Table
Visual OTTYMO Model (2 – 100 Year) (Existing and Proposed Development)
STC 300i Brief

APPENDIX C

Engineering Plans
Topographic Survey

1.0 BACKGROUND

The property under study is a Canadian Tire store which is a 2.31 ha site located at 997431 Highway #11 in New Liskeard, Ontario. A portion of this site is currently undeveloped, approximately 0.45ha. of the 2.31 ha. Site area. It is proposed to expand the existing store, add parking. The Garden Centre is to be relocated to the new parking lot as per the Architect plans prepared by Turner Fleischer Architects Inc., refer to Appendix A.

The purpose of this letter is to summarize the proposed stormwater management (SWM) strategies that will be implemented to meet the requirements of the City of Temiskaming Shores (New Liskeard) and the Ministry of Transportation.

For the purposes of this report only the area of expansion and new parking lot area will be reviewed for Stormwater Management water quantity and water quality controls.

2.0 SCOPE OF WORKpage

THE ODAN/DETECH GROUP INC. was retained by the Applicant Canadian Tire REIT to review the site, collect data, evaluate the site for the proposed land use and present the findings in a Storm Water Management Report.

This report will evaluate the serviceability of the site with respect to stormwater services and also evaluate the stormwater management (SWM) strategies that will be implemented to provide the required servicing.

For detailed topography of the existing site conditions refer to the latest topographic survey Appendix C.

This report was prepared in general conformance with MTO requirements and references the following documents in support of this report.

Drainage Management - Overview

<http://www.mto.gov.on.ca/english/publications/drainage/index.shtml>

Quick Reference Guide for Identifying MTO SWM Requirements

<http://www.mto.gov.on.ca/english/publications/drainage/stormwater/section2.shtml>

Providing Stormwater Management Controls (RE: Parking Lot or Rooftop Storage)

<http://www.mto.gov.on.ca/english/publications/drainage/stormwater/section8.shtml#controls>

3.0 STORMWATER MANAGEMENT

Stormwater management for the site will assess post development to predevelopment design storms. The design storms from the 2 to 100 year storms will be reviewed. Visual OTTHYMO will be used to determine the predevelopment allowable flows and post development controlled flows and volumes.

3.1 Existing Site Conditions

The existing site consists of the existing Canadian Tire store with an existing Garden Centre to the north of the building, along with related parking. The site generally slopes from north to southwest. Ultimately draining to the east side ditch located on Hwy. 11. This drainage ditch continues south to the intersection of Hwy 11 and Hwy 65 continuing to drain south to an existing culvert which crosses Hwy 11. Refer to Figures in Appendix A for additional information regarding the drainage areas. Stormwater drains towards existing catch basins on site which drain to an existing 675mm storm sewer outlet on Highway #11. Some of these catch basins are located outside of the Canadian Tire property limits.

The pre-development allowable flows were based on the following:

Design storm data for the site was taken from the MTO IDF Curve Lookup. These IDF Equation were used within OTTYMO to determine pre and post development flows.

3.2 Allowable Flows

Modelling for predevelopment flows was established using Visual OTTHYMO. For drainage areas with significant imperviousness the calculation of effective rainfall in Visual OTTHYMO is accomplished using the "Standhyd" method. This method is used in urban watersheds to simulate runoff by combining two parallel standard unit hydrographs resulting from the effective rainfall intensity over the pervious and impervious surfaces. For pervious surfaces, losses are calculated using the SCS modified CN method.

For existing predevelopment Tributary Areas refer to Figure 1 in Appendix A. Table 1 below shows the results from the predevelopment OTTHYMO Model. These flows will be used to determine the allowable flows and storage for the post development model.

TABLE 1 – Pre Development Peak Flows of Site	
Storm Event	Pre-development Peak Flow (L/sec)
2 Year Design Storm	310
5 Year Design Storm	434
10 Year Design Storm	518
25 Year Design Storm	619
50 Year Design Storm	703
100 Year Design Storm	779

The above flows will be used to establish the post development allowable flows.

3.3 Post Development Flows

It is propose to expand the existing Canadian Tire along with a new parking lot. Canadian Tire is relocating their Garden Centre to the new parking lot to the south and expanding the retail store into the existing location of the current Garden Centre and to the east of the existing store into existing asphalt. The retail expansion will be replacing existing asphalt and canopies. The new parking lot will be replacing a grassed area.

The allowable post development peak flows for the proposed site will meet the pre development peak flows where achievable under site conditions and site constraints. Only the Canadian Tire site areas will be analyzed for SWM purposes. There are multiple property's located within the existing Mall area which connect to the same storm sewer system. These areas are not part of this development and its expansion areas and have not been included in this assessment. Refer to Appendix A Figure 2 for post development tributary areas.

As noted above Visual OTTHYMO was used to model the predevelopment site conditions. Post development site conditions will be modelled using the same method. Table 2 shows the results from the post development OTTHYMO Model. These models along with their inputs and outputs can be found in Appendix A.

To match the post-development flows to the pre-development flows, storage controls are required. The retail expansion roof will not have rooftop controls as these are not permitted by the MTO. It is proposed to use a 75mm diameter Orifice Tube device buried underground for 1m downstream of EX MH 4 to control the post-development flows from the proposed new parking lot. Underground storage will be provided upstream of this control device. As the head (m) acting on the device determines the discharge rate underground storage will be utilized to minimize the head acting on the system therefore reducing the flows to match the existing allowable flows on various storm events. These storage areas are modelled in OTTHYMO. Details on these storage areas and the orifice tube device can be found in Appendix B. It was determined that 75m³ of combined

underground pipe and arched chamber storage will be required for the 100-year storm runoff from the site. The total pre-development flows and post-development flows from the site are shown in Table 1.

Storm Event	Predevelopment Peak Flow (L/sec)	Post Development Peak Flow (L/sec)
2 Year Design Storm	310	315
5 Year Design Storm	434	436
10 Year Design Storm	518	517
25 Year Design Storm	619	614
50 Year Design Storm	703	696
100 Year Design Storm	779	768

Due to site constraints (invert elevations) and the storage-storage-discharge characteristics of a 75mm diameter orifice device the 2 and 5 year post development flows are marginally higher than the predevelopment allowable flows. The additional flow is minor being an additional 5 l/sec on the 2 year storm and an additional 2 l/sec on the 5 year storm. The increase is less than 2% on both of these storms. It is not recommended that an orifice device be reduced to less than 75mm due to the increase risk of blockage.

Table 2 above demonstrates that the post-development flows are close to pre-development allowable flows and within allowable tolerances.

3.4 Water Quality

As required the proposed rooftop addition and proposed parking lot area must achieve water quality. The proposed development includes a rooftop expansion and a new asphalt parking area. These areas will be reviewed for water quality. The remaining portion of the site will remain unchanged as per existing site conditions.

Rooftop water is considered clean and provides a TSS removal of 80%, therefore no further assessment of the proposed rooftop addition is required for water quality.

Asphalt areas must be treated prior to entering into the existing storm sewer system. In order to achieve the required water quality requirement it is proposed to treat the new parking area with an

oil/grit separator. To address water quality within the new parking area it is proposed to provide a Stormceptor STC 300i (Inlet) Oil/Grit Separator.

The entire site ultimately drains to a ditch on the east side of HWY #11 through storm pipes or overland through a swale. This ditch travels south along HWY #11 and ultimately drains to a creek nearby.

The retail expansion will be replacing asphalt and concrete pavers changing the TSS removal rate from 0% to 90% since roofs have an inherent TSS removal rate of 90%. This is a significant improvement to this area of the site.

The parking lot is replacing a grassed hill which changes the TSS removal rate from 80% to 0% because of the vehicular traffic that will be present. An oil-grit separator (Stormceptor 300i) will be installed at the inlet in the parking lot achieving a TSS removal rate of 93%. Refer to Appendix B for detailed design calculations. This will further treat oils entering into the downstream system from this parking area include the downstream underground storage system.

Stormceptor Sizing:

TABLE 3 – Stormceptor Sizing			
Location	Stormceptor Model	Annual Flow Capture (%)	Annual TSS Removal (%)
Prop. Oil/Grit MH 1	<i>300i</i>	95	93

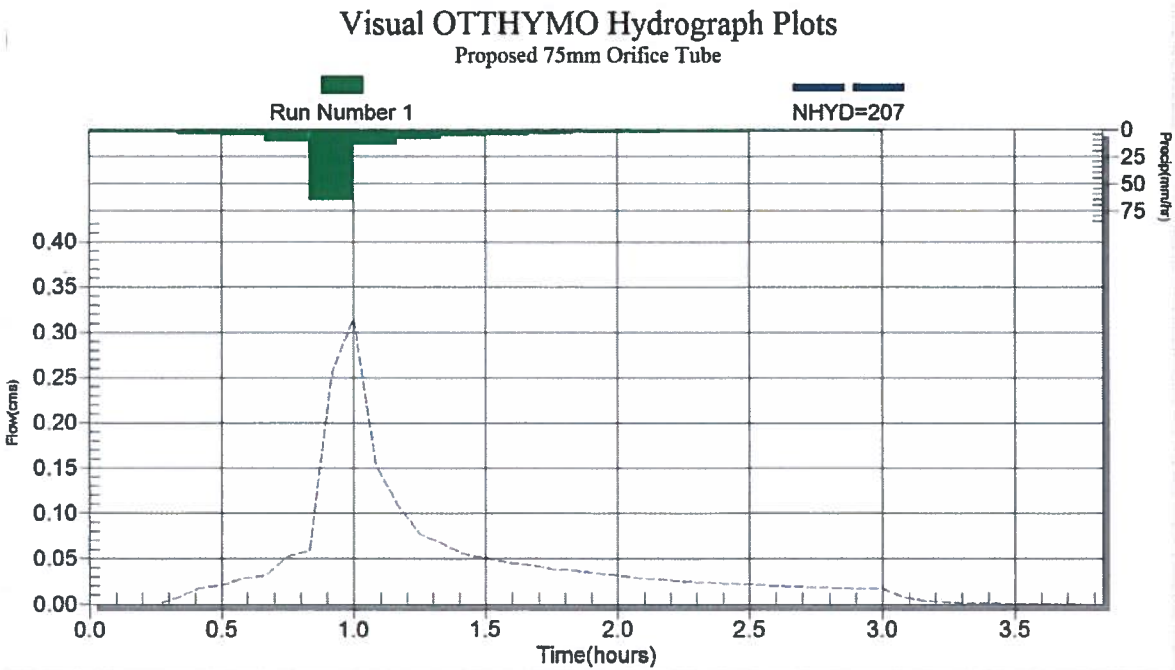
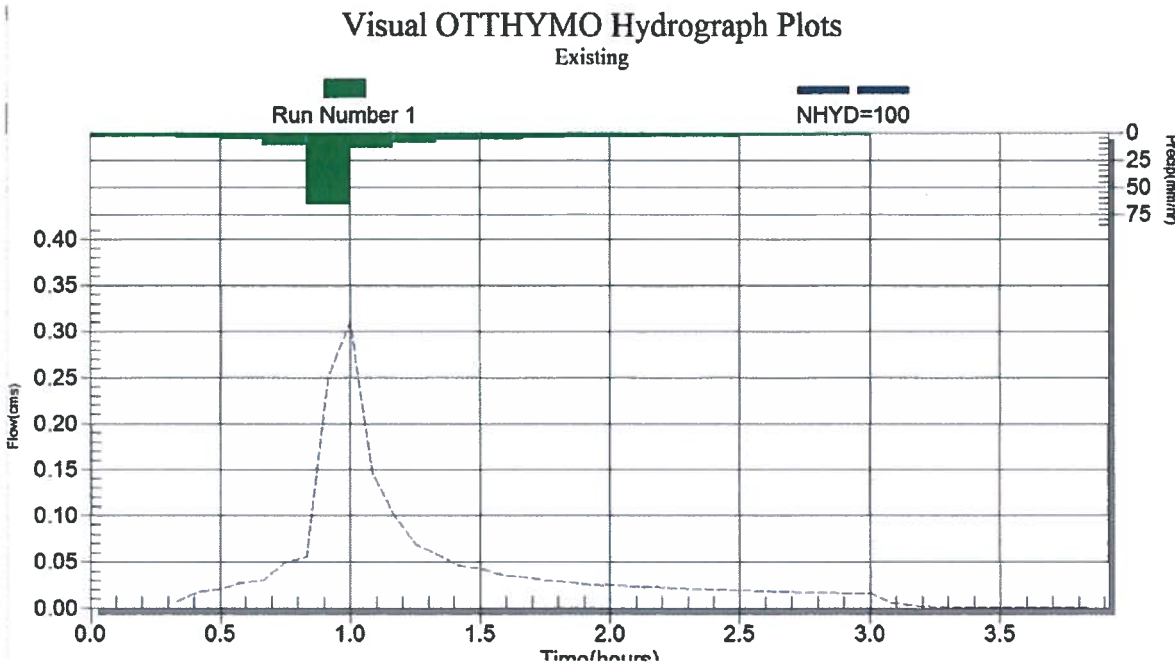
The proposed expansion and additional parking lot will not adversely impact the downstream system. Further TSS removal will occurring within the downstream ditch. Though this is offsite it will help further improve the water quality downstream.

3.5 Overland Flow Route

The majority of overland flow from the Canadian Tire site will be directed to the ditch on the west and south side of the site. This maintains existing site conditions and current overland flow route.

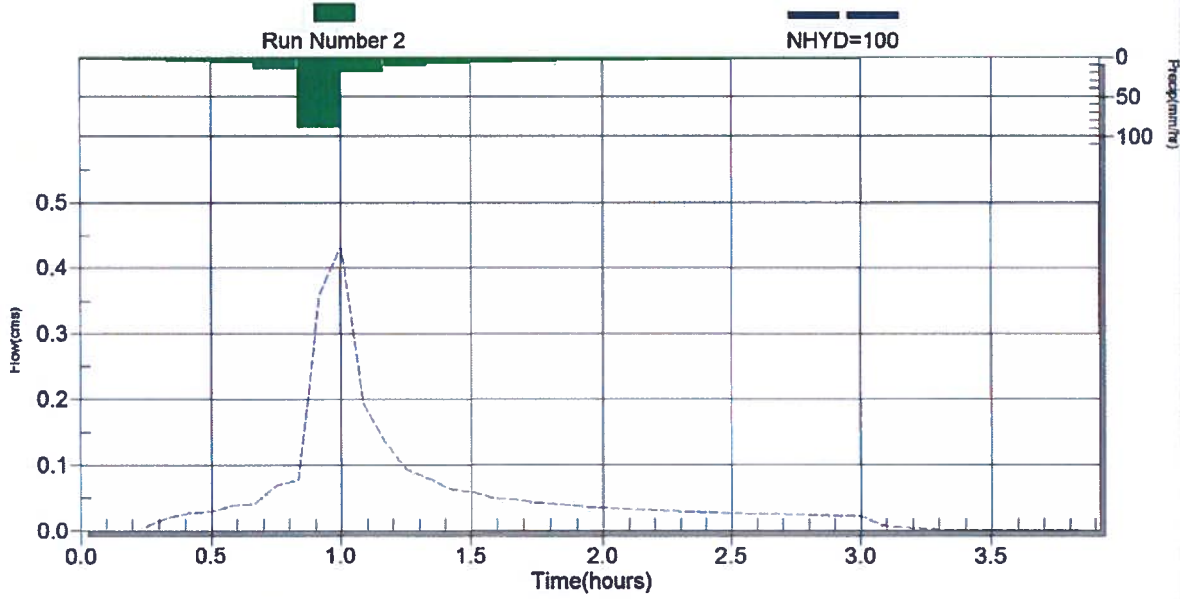
3.6 Hydrograph Plot Comparison

2 Year Pre to Post Hydrographs

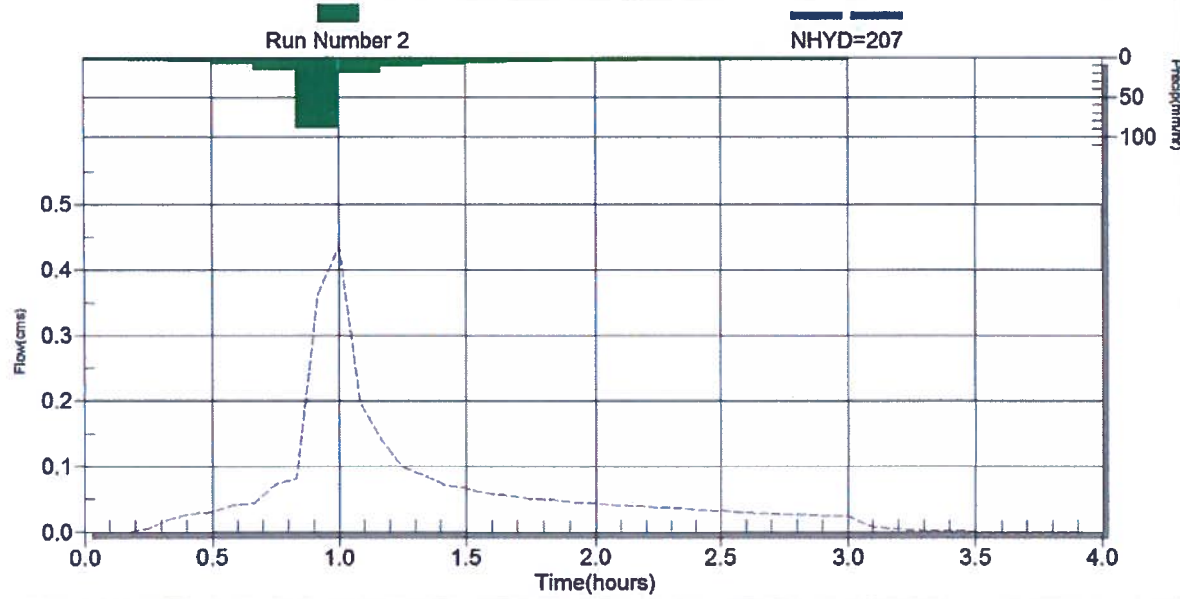


5 Year Pre to Post Hydrographs

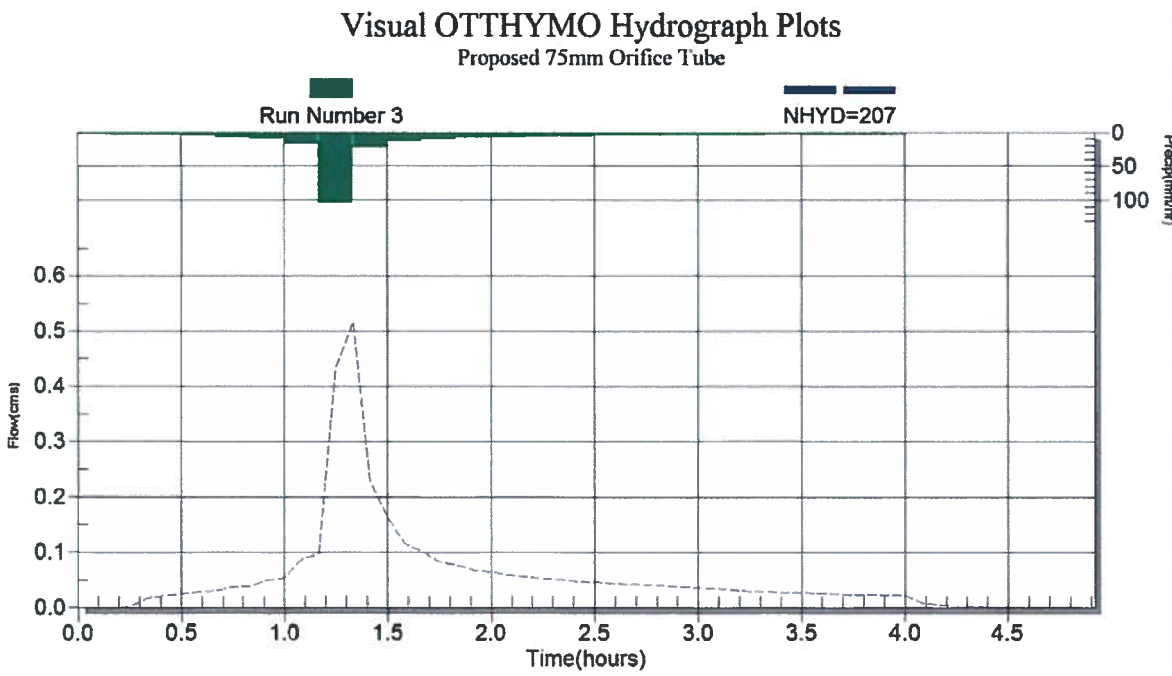
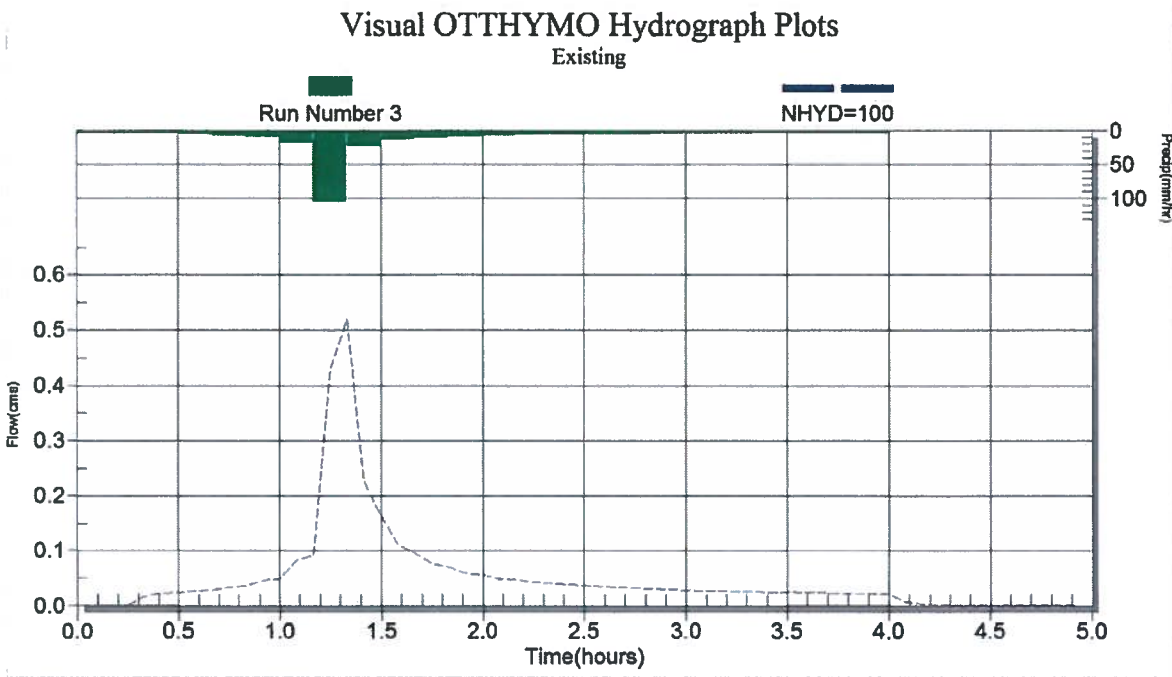
Visual OTTHYMO Hydrograph Plots Existing



Visual OTTHYMO Hydrograph Plots Proposed 75mm Orifice Tube



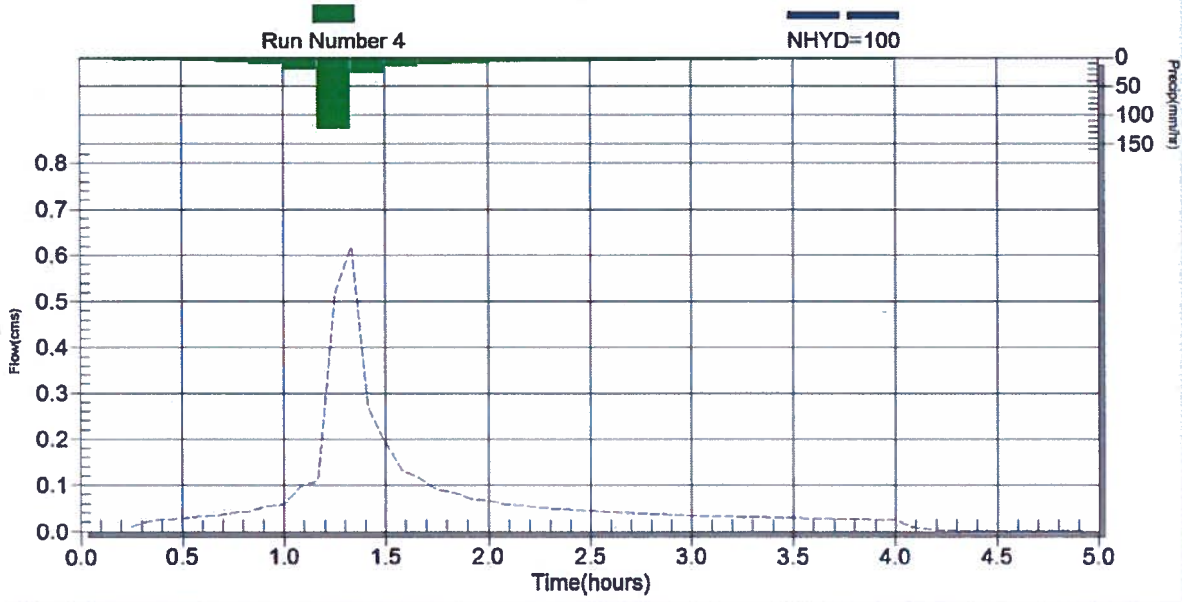
10 Year Pre to Post Hydrographs



25 Year Pre to Post Hydrographs

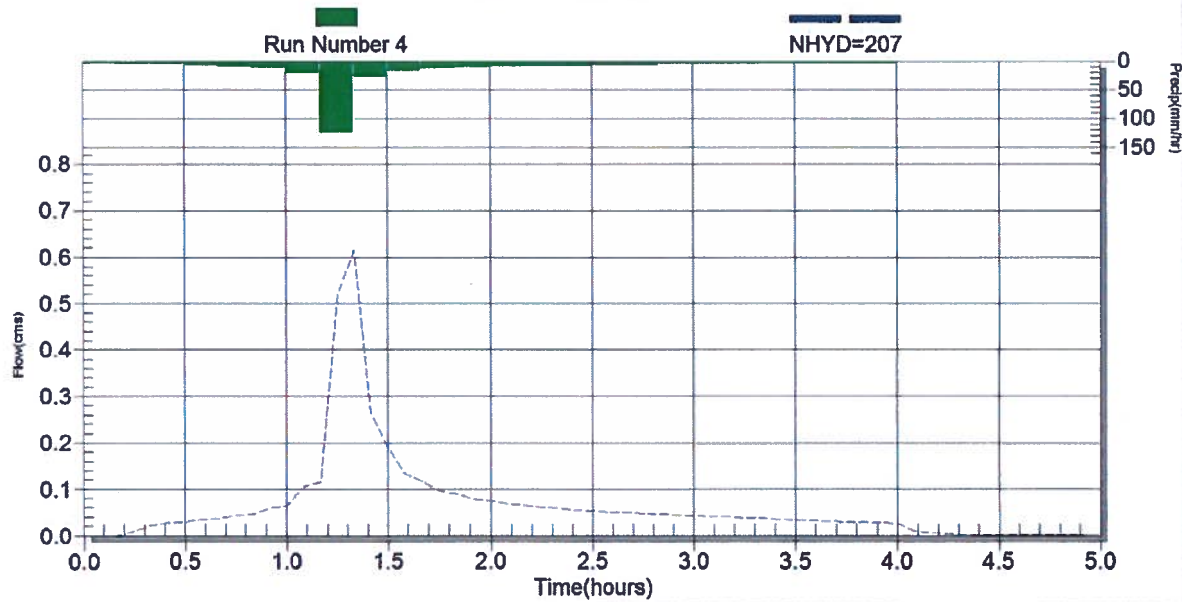
Visual OTTHYMO Hydrograph Plots

Existing



Visual OTTHYMO Hydrograph Plots

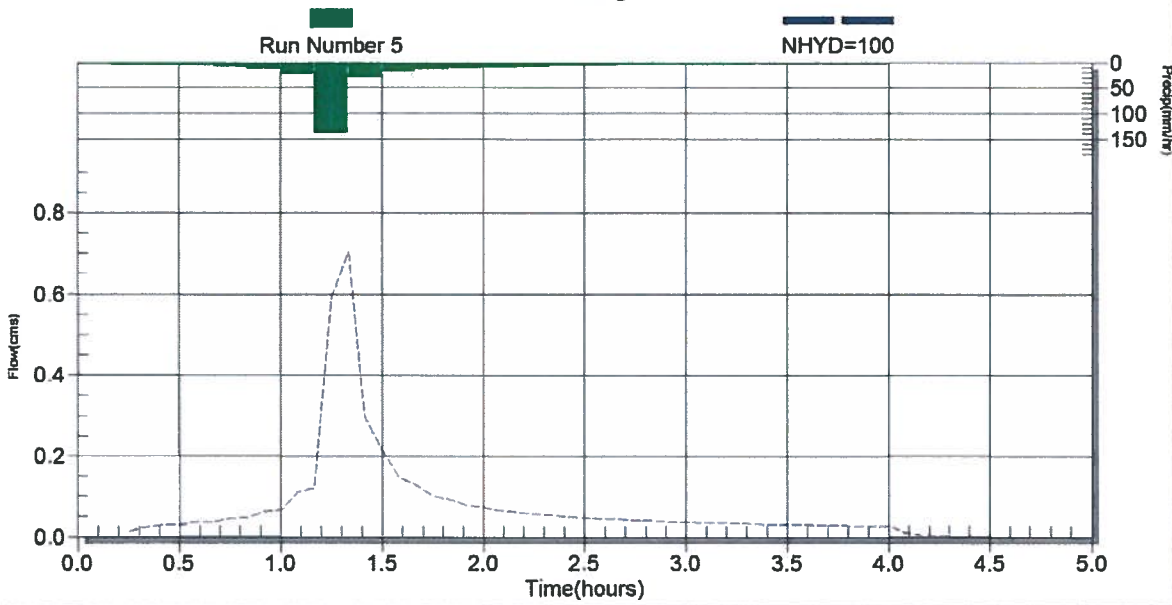
Proposed 75mm Orifice Tube



50 Year Pre to Post Hydrographs

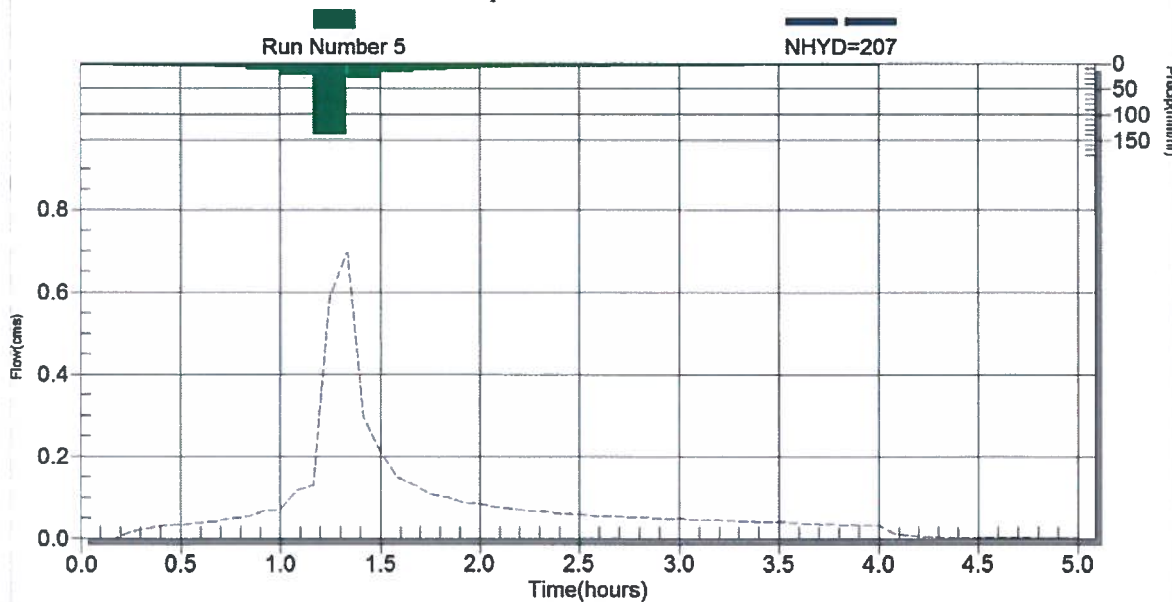
Visual OTTHYMO Hydrograph Plots

Existing

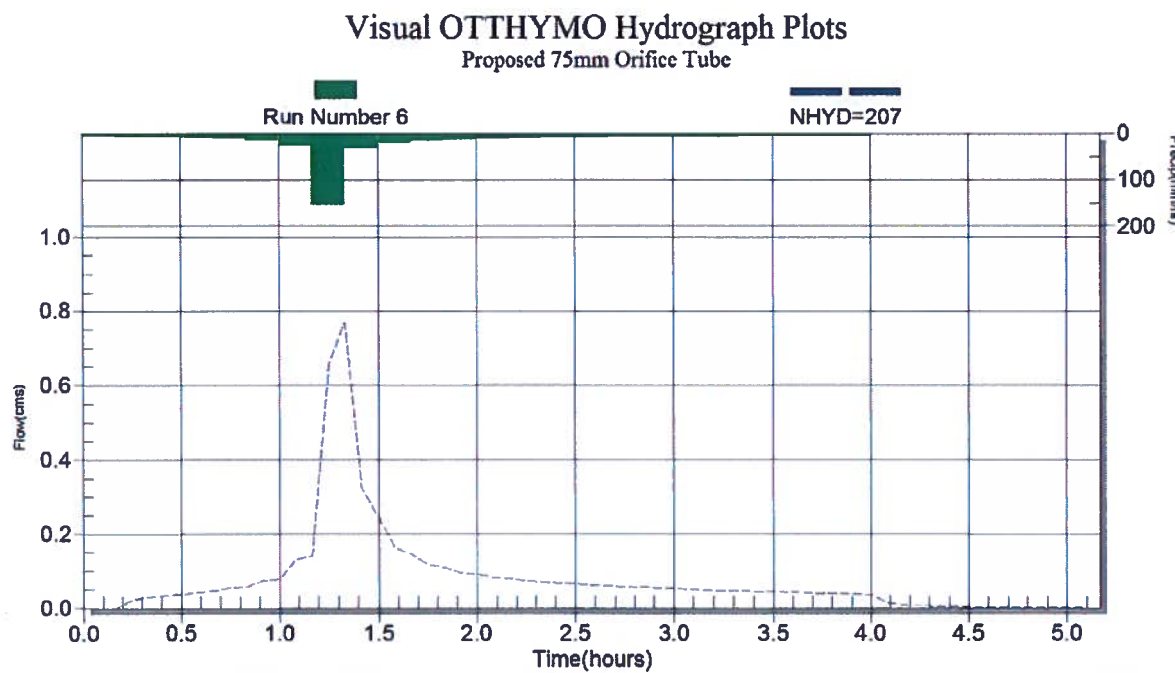
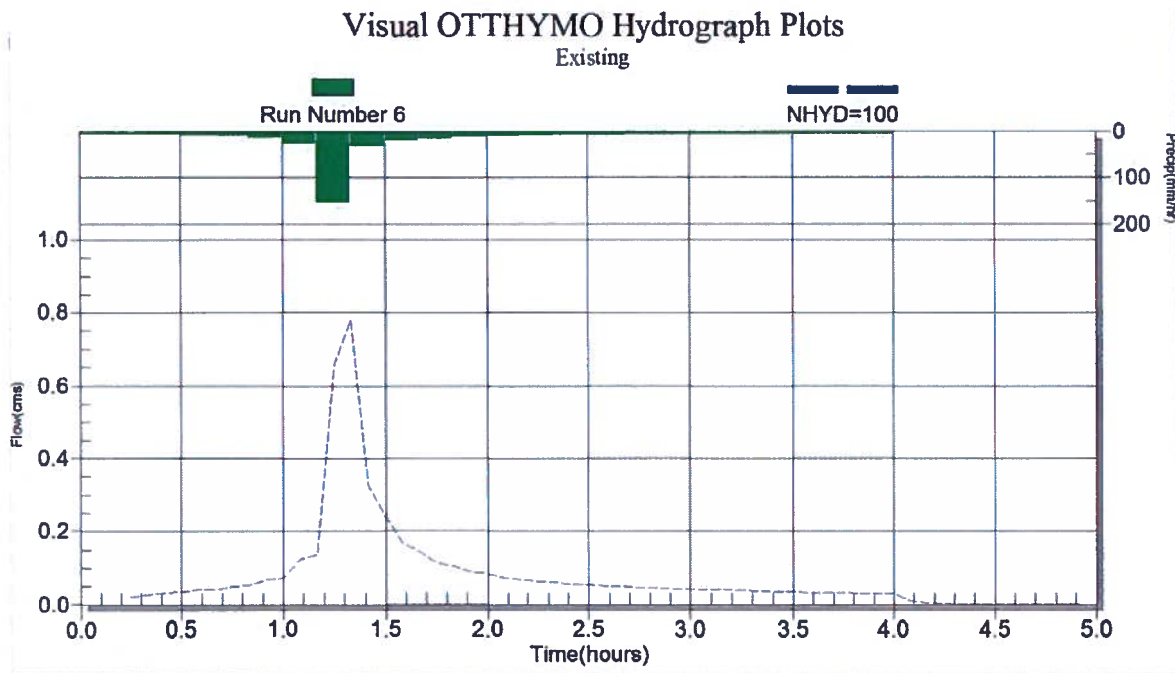


Visual OTTHYMO Hydrograph Plots

Proposed 75mm Orifice Tube



100 Year Pre to Post Hydrographs



4.0 CONCLUSIONS

Conclusion

Under proposed development site conditions the flows from the retail expansion and the new parking lot will be controlled by the proposed underground storage to flow rates that are with tolerances to the allowable flow rates.

Based on our analysis of the expansion of The Canadian Tire and the site will provides adequate storm water controls for the receiving downstream system.

Respectfully Submitted;
The Odan/Detech Group Inc.



John Krpan, M.S.C.E., P.Eng.

Mark Harris, Dipl. Tech.

APPENDIX A

Birdseye Aerial View



Hwy. 11 and Hwy. 65 Intersection

ON-65 - Google Maps

<https://www.google.ca/maps/@47.5293645,-79.6744299,3a,75y,4.15h,78.63t/data=!3m1!1e1!1s...>

Google Maps ON-65



Translating image data
from May 2015

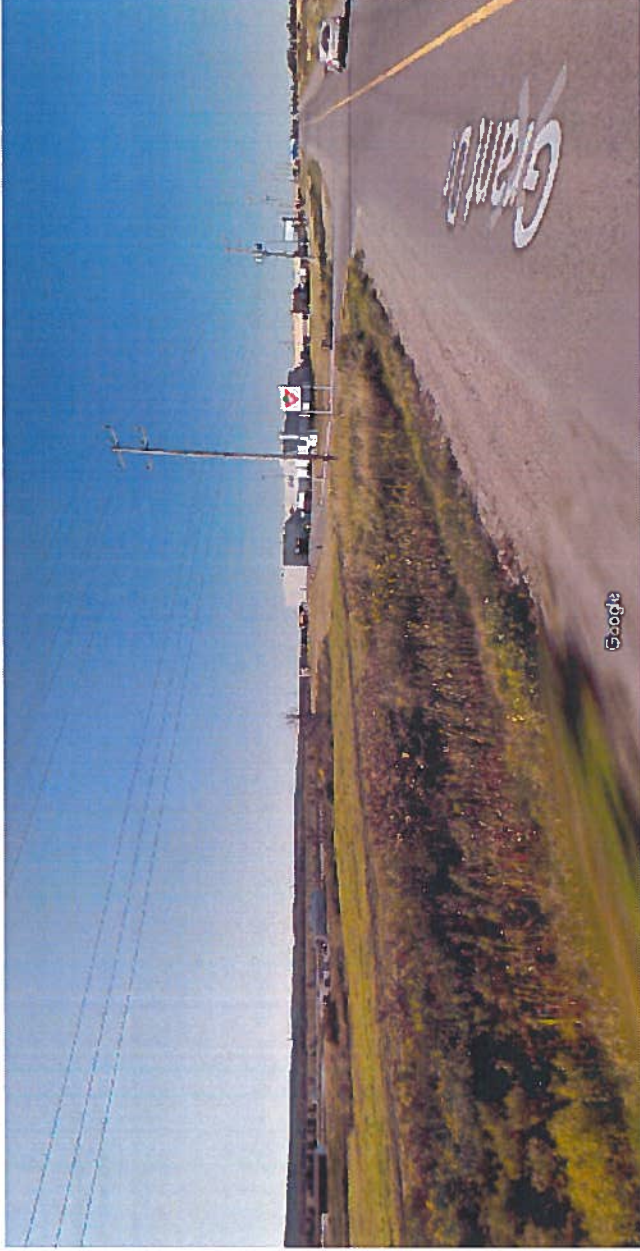
Image rights: Map data © 2016 Google

Grant Drive Facing North – CTC Rear Entrance Driveway-

Grant Dr - Google Maps

<https://www.google.ca/maps/@47.5298623,-79.6708951,3a,75y,310.29h,87.46t/data=!3m6!1e...>

Google Maps Grant Dr



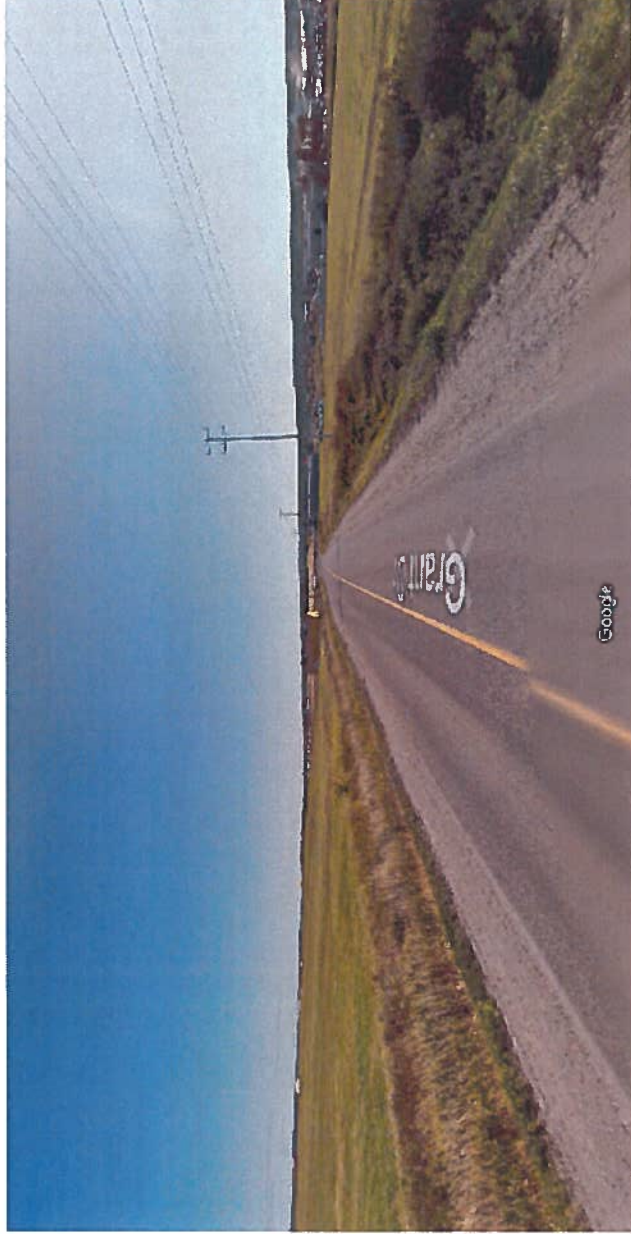
Topography of Ontario, Canada
© 2016 Google

Grant Drive Facing South – CTC Rear Entrance Driveway-

Grant Dr - Google Maps

<https://www.google.ca/maps/@47.5298623,-79.6708951,3a,75y,172.98h,88.99t/data=!3m6!1e...>

Google Maps **Grant Dr**



Topography Consultants Group
Grant Drive - Aug 2016

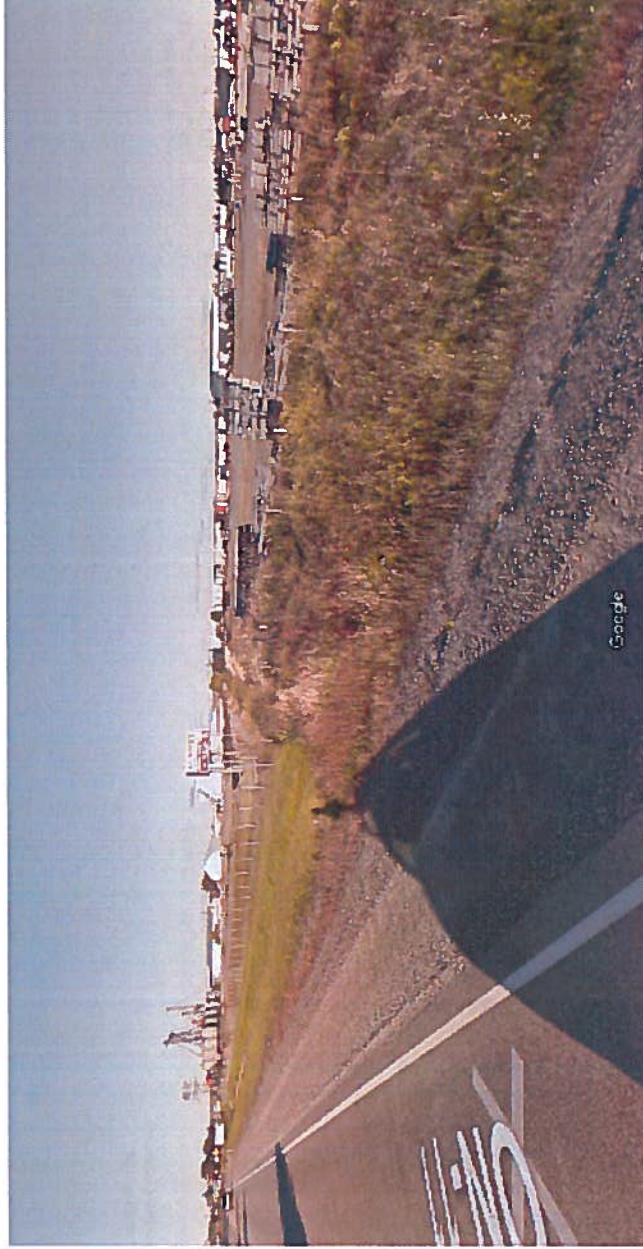
Image captured Aug 2016 8:58AM Google

Hwy. 11 – Culver Crossing Facing East -

950907 ON-11 - Google Maps

<https://www.google.ca/maps/place/Terrakumming+Shores,+ON/@47.5252023,-79.6808013,60...>

Google Maps 950907 ON-11



Terakumming Shores, Ontario
Street View - Sep 2016

Image captured Sep 2016 © 2016 Google

Hwy. 11 – Culvert Crossing Facing West -

950907 ON-11 - Google Maps

<https://www.google.ca/maps/place/Terristraming+Stores,+ONV/@47.5252023,-79.6808013,60...>

Google Maps 180°07 ON-11



Transferring sharing details
Shared Street - Sep 2016

Image captured by Street View

APPENDIX B

STAGE-STORAGE-DISCHARGE TABLE

SWM INFORMATION FOR ORIFICE CONTROLLED STORM TRIBUTARY AREAS					
Tributary Area No.	2		Tributary Area	0.27 ha	
INLET CONTROL DEVICE (ICD) INFORMATION			STORM WATER STORAGE INFORMATION		
Location of ICD	EX STM MH 4		Surface Ponding Area	0 m ²	
Type of ICD	Tube		Surface Pond Depth	0.00 m	
Rim Elevation	202.85 m		Underground Pipe Storage	10.1 m ³	
Orifice Invert Elevation	199.53 m				
Orifice Size	75.00 mm				
Orifice Coefficient	0.82				
STAGE/DISCHARGE/VOLUME RELATIONSHIP					
Stage Description	Elevation (m)	Head (m)	Discharge (m ³ /s)	Volume (m ³)	Volume (ha·m)
Orifice	199.53	0.00	0.0000	0.0	0.00000
Bottom of Chamber	199.90	0.33	0.0093	10.1	0.00101
Top of Stone	200.05	0.48	0.0112	15.6	0.00156
U/G Storage	200.21	0.64	0.0128	27.1	0.00271
U/G Storage	200.41	0.84	0.0147	42.1	0.00421
U/G Storage	200.64	1.07	0.0166	57.1	0.00571
Top of Chamber	200.87	1.30	0.0183	68.1	0.00681
Top of Stone	201.17	1.60	0.0203	73.1	0.00731
CB Rim	202.85	3.28	0.0291	73.1	0.00731
1st stage	202.90	3.33	0.0293	73.1	0.00731
2nd stage	202.95	3.38	0.0295	73.1	0.00731
3rd stage	203.00	3.43	0.0297	73.1	0.00731
4th stage	203.05	3.48	0.0299	73.1	0.00731
5th stage	203.15	3.58	0.0304	73.1	0.00731

CULTEC DESIGN PARAMETERS

CULTEC Recharger VBHD Stormwater System Calculations

PREPARED FOR:

PROJECT INFORMATION:

CALCULATED BY:

Cultec, Inc.
878 Federal Rd
Brookfield, CT 06804
203.775.4415
203.775.1467

DATE:

11/2/16

System Information

Proposed bed layout of Rows x No. of Units per Row

Given:

Storage required	0 CF	0 m ³
Stone Base	6 inches	152.4 mm
Stone above	6 inches	152.4 mm
Chamber Spacing	6 inches	152.4 mm
No. of H/V F-110x4 Feed Connectors	0 units	
Stone Porosity	40 %	
Stone Border Width	1 foot	0.3048 m

Assumptions

Model Name	Chamber Height	Design Unit Height	Chamber Width	Chamber Spacing	Design Unit Width	Chamber Volume per Linear Foot	Design Unit Volume	Installed Chamber Length
	inches	feet	inches	inches	feet	cu. ft./ft.	cu. ft./ft.	feet
Recharger [®] VBHD Intermediate	English 32	3.667	60	6	5.5	8.679	13.274	7.500
	Metric 813	1.118	1524	152	1.68	0.806	1.233	2.286
Recharger [®] VBHD Starter	English 32	3.667	80	6	5.5	8.679	13.274	4.583
	Metric 813	1.118	1524	152	1.68	0.806	1.233	1.397
Recharger [®] VBHD End	English 32	3.667	60	6	5.5	8.679	13.274	4.583
	Metric 813	1.118	1524	152	1.68	0.806	1.233	1.397
H/V F-110x4 Feed Connectors	English 18	n/a	27.5	n/a	n/a	1.960	n/a	0.500
	Metric 457	n/a	699.5	n/a	n/a	0.187	n/a	0.152

Storage Provided within CULTEC Recharger VBHD Stormwater Chambers and H/V F-110x4 Feed Connectors Internal Manhole System (not including stone)

Number of Recharger VB HD Intermediates by design	16 pcs	=	120.00 feet	36.58 m
16 pcs x 7.5	=			
Number of Recharger VB HD Starters by design	4 pcs	=	18.33 feet	5.588 m
4 pcs x 4.583	=			
Number of Recharger VB HD Ends by design	4 pcs	=	18.33 feet	5.588 m
4 pcs x 4.583	=			
Number of H/V F-110x4 Feed Connectors	0 pcs	=	0.00 feet	0 m
0 pcs x 0.500	=			
Total footage of VB chambers	=	156.67 feet	47.75 m	
Total footage of H/V F-110x4 Feed Connectors	=	0.00 feet	0.00 m	
Storage provided within VB chambers	=	1359.71 CF	38.51 m ³	
Storage within H/V F-110x4 Feed Connectors	=	0.00 CF	0.00 m ³	
Total Storage within CULTEC Recharger VBHD chambers and feed connectors	=	1360 CF	38.51 m³	

Storage Provided within CULTEC Stormwater System (including stone)

Effective bed depth (not including additional cover)	3.67 feet	1.12 m	
Total Area	967.42 sq. ft.	89.87 m ²	
Volume of Effective Excavation (not including additional cover)	3547.19 CF	100.46 m ³	
Min. Installed Depth (including min. cover)	4.67 feet	1.42 m	
Perimeter of Bed	129.33 feet	39.42 m	
Total Area, Excavation (including min. cover)	4835 CF	137.85 m ³	
Total Storage within CULTEC Recharger VB chambers and feed connectors	1360 CF	38.51 m ³	
Total Stone Required	2187 CF	61.95 m ³	
	81 CY		
	113 tons		
Storage provided within stone	874.99 CF	24.78 m ³	
Total Storage within CULTEC Stormwater System	=	2235 CF	63.30 m³

Req. storage attached.

CULTEC MATERIALS LIST

Model	Quantity	Unit of Measure	Quantity	Unit of Measure
Recharger VB HD Starter Heavy Duty	4	pcs		
Recharger VB HD Intermediate Heavy Duty	16	pcs		
Recharger VB HD End Heavy Duty	4	pcs		
H/V F-110x4 Feed Connectors	0	pcs		
CULTEC No. 410 Filter Fabric 7.5' W x 300' L (2.29 m W x 91.44 m L)	2	rolls		
CULTEC No. 200 Polyethylene Liner	0	feet	0	m
Total Stone	113	tons	62	cubic meters
Volume of Excavation	167	cubic yards	128	cubic meters

CULTEC reserves the right to modify this list without notice.
 This calculator program is for information purposes only and should not be the basis of a construction engineering design.
 System calculations do not include materials required downstream pipe materials.
 The successful application and use of this software is dependent on the application of skilled engineering judgment to be used by the user and/or their consultant.
 The user or their consultants must contact their local CULTEC distributor for specific engineering solutions.
 The information presented in this calculator is subject to the accuracy of the input data and the assumptions made. CULTEC is not responsible for any errors or omissions in the output.
 Any reprint or reproduction of this calculator program or any part thereof without the written permission of CULTEC is prohibited.
 CULTEC is not responsible for any errors or omissions in the output of this calculator program.
 Use of this program constitutes acceptance of this liability agreement by the user.
 Resolving the bed layout may affect initial storage provided.
 Contact CULTEC Technical Assistance at 800-4-CULTEC or 203-775-4415 for further assistance.
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 Last updated: 05/2016



CULTEC System

The following information is based on a CULTEC Recharger V8 Stormwater System with these parameters:

- 40 stone void (%)
- 4 number of rows
- 967.42 sq. ft. area
- 156.67 ft. of chambers
- 0 ft. of feed connectors (exposed)
- 89.87 m² area
- 47.75 m of chambers
- 0.00 m of feed connectors (exposed)

The system includes the following components:

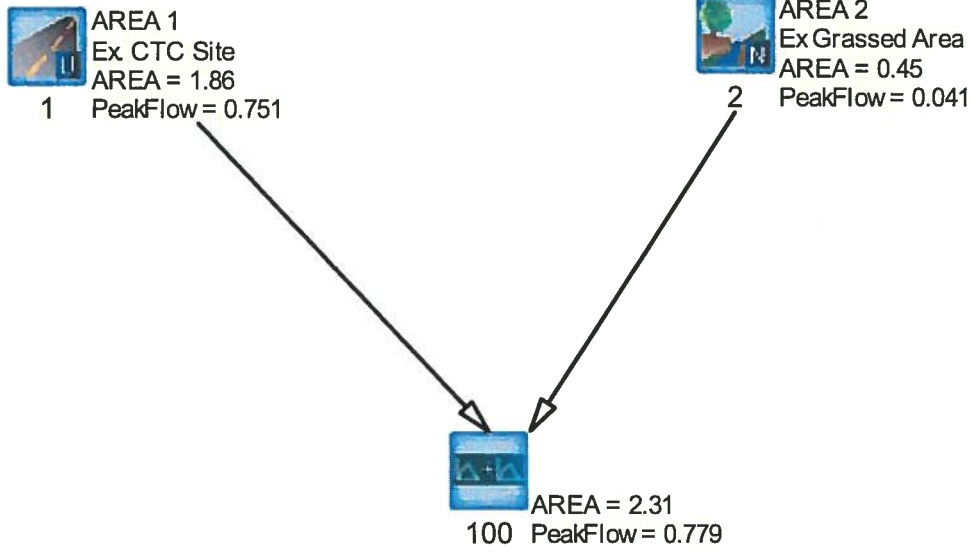
- 4 pcs of Recharger V8SHD Starter Units
- 4 pcs of Recharger V8SHD End Units
- 16 pcs of Recharger V8IHD Intermediate Units
- 0 pcs of HMLV-F-110x4 Feed Connectors

INCREMENTAL STORAGE FOR CULTEC RECHARGER V8HD SYSTEM

TOP OF SYSTEM	Elevation				Chamber Volume		HMLV F-110x4 Feed Connector Volume		Stone Volume		Cumulative Storage Volume		Total Cumulative Storage Volume	
	Cumulative Elevation				per inch	per 25.4 mm	per inch	per 25.4 mm	per inch	per 25.4 mm	per inch	per 25.4 mm	per inch	per 25.4 mm
	Inches	mm	Inches	mm	ft ³	m ³	ft ³	m ³	ft ³	m ³	ft ³	m ³	ft ³	m ³
STONE ABOVE	44	1118	6	152					32.25	0.91	32.25	0.91	2234.70	63.21
	43	1092	5	127					32.25	0.91	32.25	0.91	2202.46	62.37
	42	1067	4	102					32.25	0.91	32.25	0.91	2170.21	61.46
	41	1041	3	76					32.25	0.91	32.25	0.91	2137.96	60.51
	40	1016	2	51					32.25	0.91	32.25	0.91	2105.71	59.61
	39	991	1	25					32.25	0.91	32.25	0.91	2073.47	58.71
CHAMBER HEIGHT	38	965	32	813	0.94	0.03			31.87	0.90	32.81	0.93	2041.22	57.81
	37	940	31	787	4.23	0.12			30.56	0.87	34.79	0.99	2008.41	56.84
	36	914	30	762	6.27	0.18			25.74	0.84	36.01	1.02	1973.62	55.85
	35	889	29	737	13.16	0.37			26.98	0.76	40.14	1.14	1937.62	54.87
	34	864	28	711	20.21	0.57			24.16	0.68	44.37	1.26	1897.47	53.74
	33	838	27	686	24.91	0.71			22.28	0.63	47.19	1.34	1853.10	52.41
	32	813	26	660	28.67	0.81			20.78	0.59	49.45	1.40	1805.91	51.14
	31	787	25	635	31.96	0.91			19.46	0.55	51.42	1.46	1756.46	49.74
	30	762	24	610	34.78	0.98			18.34	0.52	53.12	1.50	1705.03	48.25
	29	737	23	584	37.29	1.06			17.33	0.49	54.62	1.55	1651.92	46.76
	28	711	22	559	39.48	1.12			16.46	0.47	55.94	1.58	1597.30	45.24
	27	686	21	533	41.52	1.18			15.64	0.44	57.16	1.62	1541.37	43.61
	26	660	20	508	43.40	1.23			14.89	0.42	58.29	1.65	1484.21	42.01
	25	635	19	483	44.96	1.27			14.26	0.40	59.23	1.68	1425.92	40.31
	24	610	18	457	46.69	1.32	0.00	0.00	13.57	0.38	60.26	1.71	1366.70	38.74
	23	584	17	432	48.10	1.36	0.00	0.00	13.01	0.37	61.11	1.73	1306.44	37.00
	22	559	16	406	49.35	1.40	0.00	0.00	12.51	0.35	61.86	1.75	1245.33	35.27
	21	533	15	381	50.60	1.43	0.00	0.00	12.01	0.34	62.61	1.77	1183.48	33.55
	20	508	14	356	51.54	1.46	0.00	0.00	11.63	0.33	63.17	1.79	1120.87	31.74
	19	483	13	330	52.64	1.49	0.00	0.00	11.19	0.32	63.83	1.81	1057.69	29.91
	18	457	12	305	53.89	1.53	0.00	0.00	10.69	0.30	64.58	1.83	993.85	28.11
	17	432	11	279	54.83	1.55	0.00	0.00	10.31	0.29	65.15	1.84	929.28	26.32
	16	406	10	254	55.15	1.56	0.00	0.00	10.19	0.29	65.34	1.85	864.13	24.41
	15	381	9	229	57.50	1.63	0.00	0.00	9.25	0.28	66.75	1.89	798.80	22.61
	14	356	8	203	57.81	1.64	0.00	0.00	9.12	0.26	66.93	1.90	732.05	20.71
	13	330	7	178	57.97	1.64	0.00	0.00	9.06	0.26	67.03	1.90	665.12	18.84
	12	305	6	152	58.12	1.65	0.00	0.00	9.00	0.25	67.12	1.90	598.09	16.94
	11	279	5	127	58.28	1.65	0.00	0.00	8.94	0.25	67.22	1.90	530.97	15.04
	10	254	4	102	58.28	1.65	0.00	0.00	8.94	0.25	67.22	1.90	463.75	13.11
	9	229	3	76	58.44	1.65	0.00	0.00	8.87	0.25	67.31	1.91	396.54	11.21
	8	203	2	51	58.75	1.66	0.00	0.00	8.75	0.25	67.50	1.91	329.23	9.32
	7	178	1	25	60.00	1.70	0.00	0.00	8.25	0.23	68.25	1.93	261.73	7.41
STONE BASE	6	152	6	152					32.25	0.91	32.25	0.91	193.48	5.48
	5	127	5	127					32.25	0.91	32.25	0.91	161.24	4.57
	4	102	4	102					32.25	0.91	32.25	0.91	128.99	3.65
	3	76	3	76					32.25	0.91	32.25	0.91	96.74	2.74
	2	51	2	51					32.25	0.91	32.25	0.91	64.49	1.83
BOTTOM OF SYSTEM	1	25	1	25					32.25	0.91	32.25	0.91	32.25	0.91
	0	0	0	0					0.00	0.00	0.00	0.00	0.00	0.00
					Chamber Volume		HMLV F-110x4 Feed Connector Volume		Stone Volume		Cumulative Storage Volume		Total Cumulative Storage Volume	
					1359.71	38.51	0.00	0.00	874.99	24.78	2234.70	63.29	2234.70	63.21
					ft ³	m ³	ft ³	m ³	ft ³	m ³	ft ³	m ³	ft ³	m ³

VISUAL OTTHYMO MODEL – PRE-DEVELOPMENT

100 YEAR SHOWN



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=====
V V I SSSSS U U A L
V V I SS U U A A L
V V I SS U U A A A A L
V V I SS U U A A L
V V I SSSSS UUUU A A LLLL

OOO TTTT TTTT H H Y Y M M OOO
O O T T H H Y Y M M O O
O O T T H H Y Y M M O O
OOO T T H H Y Y M M OOO

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***** D E T A I L E D O U T P U T *****

Input filename: C:\Program Files (x86)\Visual OTTHYMO 2.3.3\voind.dat
 Output filename: G:\14229\OTTHYMO\FREAND-2\Existing.out
 Summary filename: G:\14229\OTTHYMO\FREAND-2\Existing.sum

DATE: 11/1/2016 TIME: 5:07:51 PM

USER:

COMMENTS:

 ** SIMULATION NUMBER: 1 **

```

-----
| CHICAGO STORM | IDF curve parameters: A= 319.000
| Ptotal= 26.71 mm | B= .000
| | C= .689
-----
used in: INTENSITY = A / (t + B)^C

Duration of storm = 3.00 hrs
Storm time step = 10.00 min
Time to peak ratio = .33

```

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	3.22	1.00	65.28	1.83	4.96	2.67	3.11
.33	3.78	1.17	14.35	2.00	4.39	2.83	2.91
.50	4.67	1.33	9.11	2.17	3.96	3.00	2.75
.67	6.36	1.50	6.98	2.33	3.62		
.83	11.73	1.67	5.76	2.50	3.34		

```

-----
| CALIB |
| NASHYD (0002) | Area (ha)= .45 Curve Number (CN)= 80.0
|ID= 1 DT= 5.0 min | Ia (mm)= 5.00 # of Linear Res. (N)= 3.00
| | U.H. Tp (hrs)= .20
-----

```

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

--- TRANSFORMED HYETOGRAPH ---

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	3.22	.833	11.73	1.583	5.76	2.33	3.62
.167	3.22	.917	65.28	1.667	5.76	2.42	3.34
.250	3.78	1.000	65.28	1.750	4.96	2.50	3.34
.333	3.78	1.083	14.35	1.833	4.96	2.58	3.11
.417	4.67	1.167	14.35	1.917	4.39	2.67	3.11
.500	4.67	1.250	9.11	2.000	4.39	2.75	2.91
.583	6.36	1.333	9.11	2.083	3.96	2.83	2.91
.667	6.36	1.417	6.98	2.167	3.96	2.92	2.75
.750	11.73	1.500	6.98	2.250	3.62	3.00	2.75

Unit Hyd Qpeak (cms) = .086

PEAK FLOW (cms) = .007 (i)
 TIME TO PEAK (hrs) = 1.167
 RUNOFF VOLUME (mm) = 5.522
 TOTAL RAINFALL (mm) = 26.714
 RUNOFF COEFFICIENT = .207

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

```

-----
| CALIB |
| STANDHYD (0001) | Area (ha) = 1.86
|ID= 1 DT= 5.0 min | Total Imp(%) = 85.00 Dir. Conn.(%) = 85.00
-----

```

IMPERVIOUS PERVIOUS (i)

```

Surface Area (ha) = 1.58 .28
Dep. Storage (mm) = 1.00 1.00
Average Slope (%) = 1.00 2.00
Length (m) = 111.40 40.00
Mannings n = .013 .250

Max.Eff.Inten. (mm/hr) = 65.28 61.50
over (min) = 5.00 10.00
Storage Coeff. (min) = 3.23 (ii) 7.41 (ii)
Unit Hyd. Tpeak (min) = 5.00 10.00
Unit Hyd. peak (cms) = .27 .13

PEAK FLOW (cms) = .28 .03 *TOTALS*
TIME TO PEAK (hrs) = 1.00 1.08 .306 (iii)
RUNOFF VOLUME (mm) = 25.71 23.38 25.36
TOTAL RAINFALL (mm) = 26.71 26.71 26.71
RUNOFF COEFFICIENT = .96 .88 .95

```

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
 CH* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
 THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

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-----
| ADD HYD (0100) |
| 1 + 2 = 3 | AREA QPEAK TPEAK R.V.
| (ha) (cms) (hrs) (mm)
-----
ID1= 1 (0002): .45 .007 1.17 5.52
+ ID2= 2 (0001): 1.86 .306 1.00 25.36
-----
ID = 3 (0100): 2.31 .310 1.00 21.50
-----

```

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

 ** SIMULATION NUMBER: 2 **

```

-----
| CHICAGO STORM | IDF curve parameters: A= 438.700
| Ptotal= 35.98 mm | B= .000
| | C= .693
-----
used in: INTENSITY = A / (t + B)^C

Duration of storm = 3.00 hrs
Storm time step = 10.00 min
Time to peak ratio = .33

```

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	4.29	1.00	88.95	1.83	6.62	2.67	4.14
.33	5.04	1.17	19.27	2.00	5.85	2.83	3.88
.50	6.23	1.33	12.20	2.17	5.27	3.00	3.65
.67	8.50	1.50	9.32	2.33	4.82		
.83	15.72	1.67	7.69	2.50	4.44		

```

-----
| CALIB |
| NASHYD (0002) | Area (ha)= .45 Curve Number (CN)= 80.0
|ID= 1 DT= 5.0 min | Ia (mm)= 5.00 # of Linear Res. (N)= 3.00
| | U.H. Tp (hrs)= .20
-----

```

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

--- TRANSFORMED HYETOGRAPH ---

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	4.29	.833	15.72	1.583	7.69	2.33	4.82
.167	4.29	.917	88.95	1.667	7.69	2.42	4.44
.250	5.04	1.000	88.95	1.750	6.62	2.50	4.44
.333	5.04	1.083	19.27	1.833	6.62	2.58	4.14
.417	6.23	1.167	19.27	1.917	5.85	2.67	4.14
.500	6.23	1.250	12.20	2.000	5.85	2.75	3.88
.583	8.50	1.333	12.20	2.083	5.27	2.83	3.88
.667	8.50	1.417	9.32	2.167	5.27	2.92	3.65
.750	15.72	1.500	9.32	2.250	4.82	3.00	3.65

Unit Hyd Qpeak (cms) = .086

PEAK FLOW (cms) = .013 (i)
 TIME TO PEAK (hrs) = 1.167
 RUNOFF VOLUME (mm) = 10.139
 TOTAL RAINFALL (mm) = 35.982
 RUNOFF COEFFICIENT = .282

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

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-----
| CALIB |
-----

```

| STANDHYD (0001) | Area (ha)= 1.86
 | ID= 1 DT= 5.0 min | Total Imp(%)= 85.00 Dir. Conn.(%)= 85.00

RUNOFF COEFFICIENT = .349

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)=	1.58	.28
Dep. Storage (mm)=	1.00	1.00
Average Slope (%)=	1.00	2.00
Length (m)=	111.40	40.00
Mannings n =	.013	.250
Max.Eff.Inten.(mm/hr)=	88.95	85.85
over (min)	5.00	10.00
Storage Coeff. (min)=	2.86 (ii)	6.55 (ii)
Unit Hyd. Tpeak (min)=	5.00	10.00
Unit Hyd. peak (cms)=	.28	.14
PEAK FLOW (cms)=	.38	.05
TIME TO PEAK (hrs)=	1.00	1.08
RUNOFF VOLUME (mm)=	34.98	32.59
TOTAL RAINFALL (mm)=	35.98	35.98
RUNOFF COEFFICIENT =	.97	.91

 | CALIB |
 | STANDHYD (0001) | Area (ha)= 1.86
 | ID= 1 DT= 5.0 min | Total Imp(%)= 85.00 Dir. Conn.(%)= 85.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)=	1.58	.28
Dep. Storage (mm)=	1.00	1.00
Average Slope (%)=	1.00	2.00
Length (m)=	111.40	40.00
Mannings n =	.013	.250
Max.Eff.Inten.(mm/hr)=	104.39	102.10
over (min)	5.00	10.00
Storage Coeff. (min)=	2.68 (ii)	6.15 (ii)
Unit Hyd. Tpeak (min)=	5.00	10.00
Unit Hyd. peak (cms)=	.29	.15

TOTALS
 .426 (iii)
 1.00
 34.62
 35.98
 .96

TOTALS
 .45 .06 .505 (iii)
 1.33 1.33 1.33
 44.99 42.56 44.63
 45.99 45.99 45.99
 .98 .93 .97

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

(i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
 CN* = 99.0 Ia = Dep. Storage (Above)
 (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
 THAN THE STORAGE COEFFICIENT.
 (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

(i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
 CN* = 99.0 Ia = Dep. Storage (Above)
 (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
 THAN THE STORAGE COEFFICIENT.
 (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

ADD HYD (0100)	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
1 + 2 = 3				
ID1= 1 (0002):	.45	.013	1.17	10.14
+ ID2= 2 (0001):	1.86	.426	1.00	34.62
ID = 3 (0100):	2.31	.434	1.00	29.85

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

ADD HYD (0100)	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
1 + 2 = 3				
ID1= 1 (0002):	.45	.020	1.50	16.05
+ ID2= 2 (0001):	1.86	.505	1.33	44.63
ID = 3 (0100):	2.31	.518	1.33	39.06

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

| CHICAGO STORM | IDF curve parameters: A= 516.000
 | Ptotal= 45.99 mm | B= .000
 C= .694

used in: INTENSITY = A / (t + B)^C

Duration of storm = 4.00 hrs
 Storm time step = 10.00 min
 Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	3.93	1.17	18.38	2.17	7.73	3.17	4.52
.33	4.39	1.33	104.39	2.33	6.83	3.33	4.26
.50	5.00	1.50	22.53	2.50	6.15	3.50	4.03
.67	5.88	1.67	14.25	2.67	5.62	3.67	3.83
.83	7.27	1.83	10.89	2.83	5.19	3.83	3.65
1.00	9.93	2.00	8.98	3.00	4.83	4.00	3.50

| CHICAGO STORM | IDF curve parameters: A= 608.500
 | Ptotal= 54.24 mm | B= .000
 C= .694

used in: INTENSITY = A / (t + B)^C

Duration of storm = 4.00 hrs
 Storm time step = 10.00 min
 Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	4.63	1.17	21.67	2.17	9.11	3.17	5.33
.33	5.17	1.33	123.10	2.33	8.06	3.33	5.02
.50	5.90	1.50	26.56	2.50	7.26	3.50	4.75
.67	6.93	1.67	16.81	2.67	6.63	3.67	4.52
.83	8.58	1.83	12.84	2.83	6.11	3.83	4.31
1.00	11.71	2.00	10.59	3.00	5.69	4.00	4.12

| CALIB |
 | NASHYD (0002) | Area (ha)= .45 Curve Number (CN)= 80.0
 | ID= 1 DT= 5.0 min | Ia (mm)= 5.00 # of Linear Res.(N)= 3.00
 U.H. Tp(hrs)= .20

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

----- TRANSFORMED HYETOGRAPH -----

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	3.93	1.083	18.38	2.083	7.73	3.08	4.52
.167	3.93	1.167	18.38	2.167	7.73	3.17	4.52
.250	4.39	1.250	104.39	2.250	6.83	3.25	4.26
.333	4.39	1.333	104.39	2.333	6.83	3.33	4.26
.417	5.00	1.417	22.53	2.417	6.15	3.42	4.03
.500	5.00	1.500	22.53	2.500	6.15	3.50	4.03
.583	5.88	1.583	14.25	2.583	5.62	3.58	3.83
.667	5.88	1.667	14.25	2.667	5.62	3.67	3.83
.750	7.27	1.750	10.89	2.750	5.19	3.75	3.65
.833	7.27	1.833	10.89	2.833	5.19	3.83	3.65
.917	9.93	1.917	8.98	2.917	4.83	3.92	3.50
1.000	9.93	2.000	8.98	3.000	4.83	4.00	3.50

Unit Hyd Qpeak (cms)= .086
 PEAK FLOW (cms)= .020 (i)
 TIME TO PEAK (hrs)= 1.500
 RUNOFF VOLUME (mm)= 16.050
 TOTAL RAINFALL (mm)= 45.992

| CALIB |
 | NASHYD (0002) | Area (ha)= .45 Curve Number (CN)= 80.0
 | ID= 1 DT= 5.0 min | Ia (mm)= 5.00 # of Linear Res.(N)= 3.00
 U.H. Tp(hrs)= .20

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

----- TRANSFORMED HYETOGRAPH -----

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	4.63	1.083	21.67	2.083	9.11	3.08	5.33
.167	4.63	1.167	21.67	2.167	9.11	3.17	5.33
.250	5.17	1.250	123.10	2.250	8.06	3.25	5.02
.333	5.17	1.333	123.10	2.333	8.06	3.33	5.02
.417	5.90	1.417	26.56	2.417	7.26	3.42	4.75
.500	5.90	1.500	26.56	2.500	7.26	3.50	4.75
.583	6.93	1.583	16.81	2.583	6.63	3.58	4.52
.667	6.93	1.667	16.81	2.667	6.63	3.67	4.52
.750	8.58	1.750	12.84	2.750	6.11	3.75	4.31
.833	8.58	1.833	12.84	2.833	6.11	3.83	4.31
.917	11.71	1.917	10.59	2.917	5.69	3.92	4.12

1.000 11.71 | 2.000 10.59 | 3.000 5.69 | 4.00 4.12

Unit Hyd Qpeak (cms) = .086

PEAK FLOW (cms) = .028 (i)

TIME TO PEAK (hrs) = 1.500

RUNOFF VOLUME (mm) = 21.462

TOTAL RAINFALL (mm) = 54.237

RUNOFF COEFFICIENT = .396

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

 | CALIB |
 | STANDHYD (0001) | Area (ha) = 1.86
 | ID= 1 DT= 5.0 min | Total Imp (%) = 85.00 Dir. Conn. (%) = 85.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)	1.58	.28
Dep. Storage (mm)	1.00	1.00
Average Slope (%)	1.00	2.00
Length (m)	111.40	40.00
Mannings n	.013	.250
Max.Eff.Inten. (mm/hr)	123.10	121.10
over (min)	5.00	10.00
Storage Coeff. (min)	2.51 (ii)	5.75 (ii)
Unit Hyd. Tpeak (min)	5.00	10.00
Unit Hyd. peak (cms)	.29	.15

PEAK FLOW (cms) = .53 .07 .600 (iii)

TIME TO PEAK (hrs) = 1.33 1.33 1.33

RUNOFF VOLUME (mm) = 53.24 50.79 52.87

TOTAL RAINFALL (mm) = 54.24 54.24 54.24

RUNOFF COEFFICIENT = .98 .94 .97

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

 | ADD HYD (0100) |
 | 1 + 2 = 3 | AREA QPEAK TPEAK R.V.
 (ha) (cms) (hrs) (mm)
 ID1= 1 (0002): .45 .028 1.50 21.46
 + ID2= 2 (0001): 1.86 .600 1.33 52.87

 ID = 3 (0100): 2.31 .619 1.33 46.75

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

 ** SIMULATION NUMBER: 5 **

 | CHICAGO STORM | IDF curve parameters: A= 690.600
 | Ptotal= 60.55 mm | B= .000
 C= .697
 used in: INTENSITY = A / (t + B)^C
 Duration of storm = 4.00 hrs
 Storm time step = 10.00 min
 Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	5.12	1.17	24.14	2.17	10.11	3.17	5.90
.33	5.72	1.33	138.75	2.33	8.93	3.33	5.56
.50	6.53	1.50	29.60	2.50	8.04	3.50	5.26
.67	7.68	1.67	18.69	2.67	7.34	3.67	5.00
.83	9.51	1.83	14.27	2.83	6.77	3.83	4.77
1.00	13.00	2.00	11.76	3.00	6.30	4.00	4.56

 | CALIB |
 | NASHYD (0002) | Area (ha) = .45 Curve Number (CN) = 80.0
 | ID= 1 DT= 5.0 min | Ia (mm) = 5.00 # of Linear Res. (N) = 3.00
 U.H. Tp(hrs) = .20

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

--- TRANSFORMED HYETOGRAPH ---

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	5.12	1.083	24.14	2.083	10.11	3.08	5.90
.167	5.12	1.167	24.14	2.167	10.11	3.17	5.90
.250	5.72	1.250	138.75	2.250	8.93	3.25	5.56

.333 5.72 | 1.333 138.75 | 2.333 8.93 | 3.33 5.56

.417 6.53 | 1.417 29.60 | 2.417 8.04 | 3.42 5.26

.500 6.53 | 1.500 29.60 | 2.500 8.04 | 3.50 5.26

.583 7.68 | 1.583 18.69 | 2.583 7.34 | 3.58 5.00

.667 7.68 | 1.667 18.69 | 2.667 7.34 | 3.67 5.00

.750 9.51 | 1.750 14.27 | 2.750 6.77 | 3.75 4.77

.833 9.51 | 1.833 14.27 | 2.833 6.77 | 3.83 4.77

.917 13.00 | 1.917 11.76 | 2.917 6.30 | 3.92 4.56

1.000 13.00 | 2.000 11.76 | 3.000 6.30 | 4.00 4.56

Unit Hyd Qpeak (cms) = .086

PEAK FLOW (cms) = .034 (i)

TIME TO PEAK (hrs) = 1.500

RUNOFF VOLUME (mm) = 25.870

TOTAL RAINFALL (mm) = 60.551

RUNOFF COEFFICIENT = .427

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

 | CALIB |
 | STANDHYD (0001) | Area (ha) = 1.86
 | ID= 1 DT= 5.0 min | Total Imp (%) = 85.00 Dir. Conn. (%) = 85.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)	1.58	.28
Dep. Storage (mm)	1.00	1.00
Average Slope (%)	1.00	2.00
Length (m)	111.40	40.00
Mannings n	.013	.250
Max.Eff.Inten. (mm/hr)	138.75	136.90
over (min)	5.00	10.00
Storage Coeff. (min)	2.39 (ii)	5.48 (ii)
Unit Hyd. Tpeak (min)	5.00	10.00
Unit Hyd. peak (cms)	.30	.16

PEAK FLOW (cms) = .60 .08 .680 (iii)

TIME TO PEAK (hrs) = 1.33 1.33 1.33

RUNOFF VOLUME (mm) = 59.55 57.09 59.18

TOTAL RAINFALL (mm) = 60.55 60.55 60.55

RUNOFF COEFFICIENT = .98 .94 .98

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

 | ADD HYD (0100) |
 | 1 + 2 = 3 | AREA QPEAK TPEAK R.V.
 (ha) (cms) (hrs) (mm)
 ID1= 1 (0002): .45 .034 1.50 25.87
 + ID2= 2 (0001): 1.86 .600 1.33 59.18

 ID = 3 (0100): 2.31 .703 1.33 52.69

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

 ** SIMULATION NUMBER: 6 **

 | CHICAGO STORM | IDF curve parameters: A= 760.000
 | Ptotal= 66.64 mm | B= .000
 C= .697
 used in: INTENSITY = A / (t + B)^C
 Duration of storm = 4.00 hrs
 Storm time step = 10.00 min
 Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	5.64	1.17	26.56	2.17	11.13	3.17	6.49
.33	6.30	1.33	152.69	2.33	9.83	3.33	6.12
.50	7.18	1.50	32.58	2.50	8.85	3.50	5.79
.67	8.46	1.67	20.57	2.67	8.08	3.67	5.50
.83	10.47	1.83	15.70	2.83	7.45	3.83	5.24
1.00	14.31	2.00	12.94	3.00	6.93	4.00	5.02

 | CALIB |
 | NASHYD (0002) | Area (ha) = .45 Curve Number (CN) = 80.0
 | ID= 1 DT= 5.0 min | Ia (mm) = 5.00 # of Linear Res. (N) = 3.00
 U.H. Tp(hrs) = .20

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

---- TRANSFORMED HYETOGRAPH ----

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	5.64	1.083	26.56	2.083	11.13	3.08	6.49
.167	5.64	1.167	26.56	2.167	11.13	3.17	6.49
.250	6.30	1.250	152.69	2.250	9.83	3.25	6.12
.333	6.30	1.333	152.69	2.333	9.83	3.33	6.12
.417	7.18	1.417	32.58	2.417	8.85	3.42	5.79
.500	7.18	1.500	32.58	2.500	8.85	3.50	5.79
.583	8.46	1.583	20.57	2.583	8.08	3.58	5.50
.667	8.46	1.667	20.57	2.667	8.08	3.67	5.50
.750	10.47	1.750	15.70	2.750	7.45	3.75	5.24
.833	10.47	1.833	15.70	2.833	7.45	3.83	5.24
.917	14.31	1.917	12.94	2.917	6.93	3.92	5.02
1.000	14.31	2.000	12.94	3.000	6.93	4.00	5.02

Unit Hyd Qpeak (cms) = .086

PEAK FLOW (cms) = .041 (i)

TIME TO PEAK (hrs) = 1.500

RUNOFF VOLUME (mm) = 30.300

TOTAL RAINFALL (mm) = 66.636

RUNOFF COEFFICIENT = .455

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB	Area (ha)	Total Imp (%)	Dir. Conn. (%)
STANDHYD (0001)	1.86	85.00	85.00
ID= 1 DT= 5.0 min			

	IMPERVIOUS	PERVIOUS (i)	
Surface Area (ha)	1.58	.28	
Dep. Storage (mm)	1.00	1.00	
Average Slope (%)	1.00	2.00	
Length (m)	111.40	40.00	
Mannings n	.013	.250	
Max.Eff.Inten.(mm/hr)	152.69	150.99	
over (min)	5.00	10.00	
Storage Coeff. (min)	2.30 (ii)	5.28 (ii)	
Unit Hyd. Tpeak (min)	5.00	10.00	
Unit Hyd. peak (cms)	.30	.16	
		TOTALS	
PEAK FLOW (cms)	.66	.09	.751 (iii)
TIME TO PEAK (hrs)	1.33	1.33	1.33
RUNOFF VOLUME (mm)	65.64	63.17	65.26
TOTAL RAINFALL (mm)	66.64	66.64	66.64
RUNOFF COEFFICIENT	.98	.95	.98

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

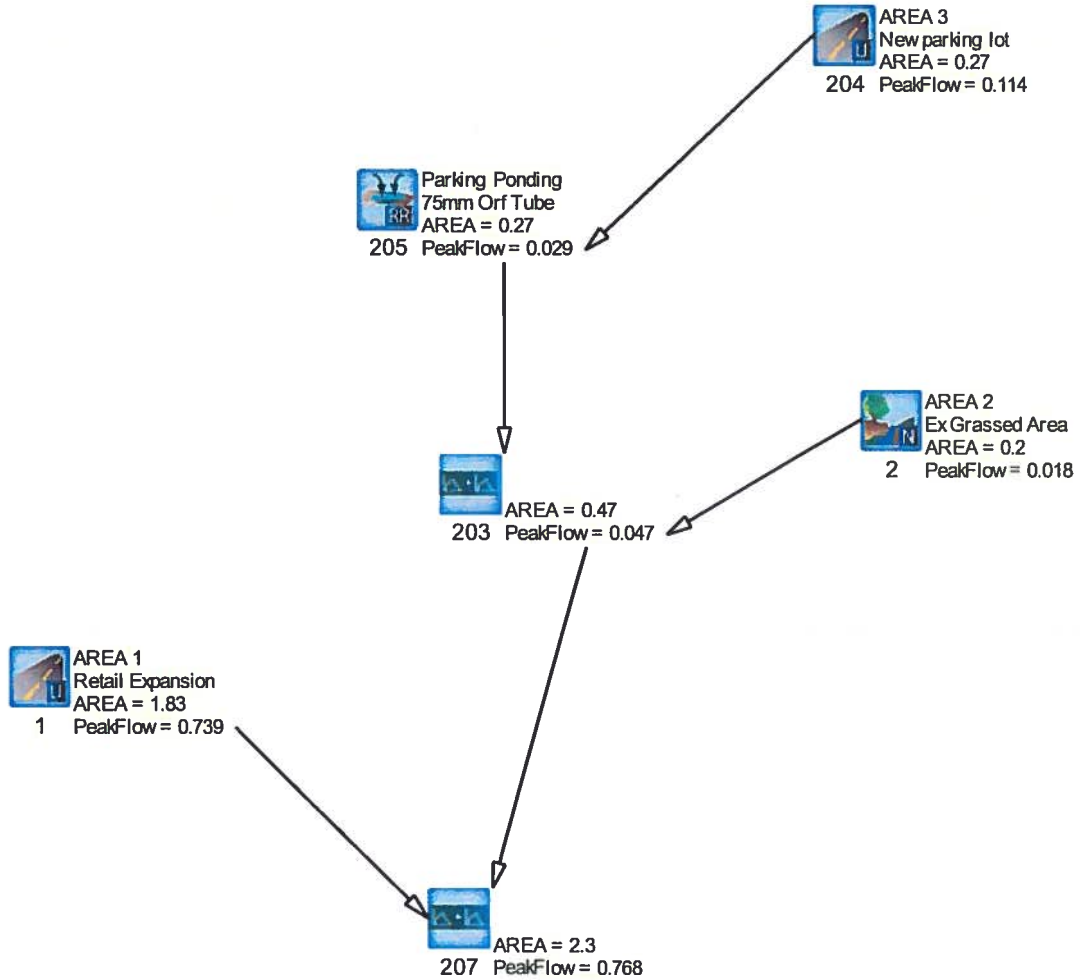
ADD HYD (0100)	AREA	QPEAK	TPEAK	R.V.
1 + 2 = 3	(ha)	(cms)	(hrs)	(mm)
ID1= 1 (0002):	.45	.041	1.50	30.30
+ ID2= 2 (0001):	1.86	.751	1.33	65.26
ID = 3 (0100):	2.31	.779	1.33	58.45

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

FINISH

VISUAL OTTHYMO MODEL – POST-DEVELOPMENT

100 YEAR SHOWN



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***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

(i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
    CN* = 99.0  Ia = Dep. Storage (Above)
(ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
    THAN THE STORAGE COEFFICIENT.
(iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

-----
| CALIB |
| STANDHYD (0204) | Area (ha)= .27
| ID= 1 DT= 5.0 min | Total Imp(%)= 90.00 Dir. Conn.(%)= 90.00
-----

IMPERVIOUS PERVIOUS (i)
Surface Area (ha)= .24 .03
Dep. Storage (mm)= 1.00 1.00
Average Slope (%)= 1.00 2.00
Length (m)= 42.40 40.00
Mannings n = .013 .250

Max.Eff.Inten.(mm/hr)= 65.28 61.50
over (min)= 5.00 10.00
Storage Coeff. (min)= 1.81 (ii) 5.29 (ii)
Unit Hyd. Tpeak (min)= 5.00 10.00
Unit Hyd. peak (cms)= .32 .16

"TOTALS"
PEAK FLOW (cms)= .04 .00 .047 (iii)
TIME TO PEAK (hrs)= 1.00 1.00 1.00
RUNOFF VOLUME (mm)= 25.71 23.38 25.47
TOTAL RAINFALL (mm)= 26.71 26.71 26.71
RUNOFF COEFFICIENT = .96 .88 .95

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

(i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
    CN* = 99.0  Ia = Dep. Storage (Above)
(ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
    THAN THE STORAGE COEFFICIENT.
(iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

-----
| CALIB |
| NASHYD (0002) | Area (ha)= .20 Curve Number (CN)= 80.0
| ID= 1 DT= 5.0 min | Ia (mm)= 5.00 # of Linear Res.(N)= 3.00
-----
U.H. Tp(hrs)= .20

Unit Hyd Qpeak (cms)= .038

PEAK FLOW (cms)= .003 (i)
TIME TO PEAK (hrs)= 1.167
RUNOFF VOLUME (mm)= 5.519
TOTAL RAINFALL (mm)= 26.714
RUNOFF COEFFICIENT = .207

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

-----
| RESERVOIR (0205) |
| IN= 2--> OUT= 1 |
| DT= 5.0 min |
-----
OUTFLOW STORAGE | OUTFLOW STORAGE
(cms) (ha.m.) | (cms) (ha.m.)
.0000 .0000 | .0203 .0073
.0093 .0010 | .0291 .0073
.0112 .0016 | .0293 .0073
.0128 .0027 | .0295 .0073
.0147 .0042 | .0297 .0073
.0166 .0057 | .0299 .0073
.0183 .0068 | .0304 .0073

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

AREA QPEAK TPEAK R.V.
(ha) (cms) (hrs) (mm)
INFLOW : ID= 2 (0204) .270 .047 1.00 25.47
OUTFLOW: ID= 1 (0205) .270 .013 1.17 25.39

PEAK FLOW REDUCTION [Qout/Qin] (%) = 26.98
TIME SHIFT OF PEAK FLOW (min) = 10.00
MAXIMUM STORAGE USED (ha.m.) = .0027

-----
| ADD HYD (0203) |
| 1 + 2 = 3 |
-----
AREA QPEAK TPEAK R.V.
(ha) (cms) (hrs) (mm)
ID1= 1 (0205): .27 .013 1.17 25.39
+ ID2= 2 (0002): .20 .003 1.17 5.52
-----
ID = 3 (0203): .47 .016 1.17 16.93

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

-----
| ADD HYD (0207) |

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***** DETAILED OUTPUT *****

Input filename: C:\Program Files (x86)\Visual OTTHYMO 2.3.3\voim.dat
Output filename: G:\14229\OTTHYMO\PREAND-2\Proposed 75mm Orifice Tube.out
Summary filename: G:\14229\OTTHYMO\PREAND-2\Proposed 75mm Orifice Tube.sum

DATE: 11/2/2016 TIME: 12:17:39 PM

USER:

COMMENTS:

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***** SIMULATION NUMBER: 1 *****

| CHICAGO STORM | IDF curve parameters: A= 319.000
| Ptotal= 26.71 mm | B= .000
| | C= .689
-----
used in: INTENSITY = A / (t + B)^C

Duration of storm = 3.00 hrs
Storm time step = 10.00 min
Time to peak ratio = .33

TIME RAIN | TIME RAIN | TIME RAIN | TIME RAIN
hrs mm/hr | hrs mm/hr | hrs mm/hr | hrs mm/hr
.17 3.22 | 1.00 65.28 | 1.83 4.96 | 2.67 3.11
.33 3.78 | 1.17 14.35 | 2.00 4.39 | 2.83 2.91
.50 4.67 | 1.33 9.11 | 2.17 3.96 | 3.00 2.75
.67 6.36 | 1.50 6.98 | 2.33 3.62 |
.83 11.73 | 1.67 5.76 | 2.50 3.34 |

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| CALIB |
| STANDHYD (0001) | Area (ha)= 1.83
| ID= 1 DT= 5.0 min | Total Imp(%)= 85.00 Dir. Conn.(%)= 85.00
-----

IMPERVIOUS PERVIOUS (i)
Surface Area (ha)= 1.56 .27
Dep. Storage (mm)= 1.00 1.00
Average Slope (%)= 1.00 2.00
Length (m)= 110.50 40.00
Mannings n = .013 .250

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

---- TRANSFORMED HYETOGRAPH ----
TIME RAIN | TIME RAIN | TIME RAIN | TIME RAIN
hrs mm/hr | hrs mm/hr | hrs mm/hr | hrs mm/hr
.083 3.22 | .833 11.73 | 1.583 5.76 | 2.33 3.62
.167 3.22 | .917 65.28 | 1.667 5.76 | 2.42 3.34
.250 3.78 | 1.000 65.28 | 1.750 4.96 | 2.50 3.34
.333 3.78 | 1.083 14.35 | 1.833 4.96 | 2.58 3.11
.417 4.67 | 1.167 14.35 | 1.917 4.39 | 2.67 3.11
.500 4.67 | 1.250 9.11 | 2.000 4.39 | 2.75 2.91
.583 6.36 | 1.333 9.11 | 2.083 3.96 | 2.83 2.91
.667 6.36 | 1.417 6.98 | 2.167 3.96 | 2.92 2.75
.750 11.73 | 1.500 6.98 | 2.250 3.62 | 3.00 2.75

Max.Eff.Inten.(mm/hr)= 65.28 61.50
over (min)= 5.00 10.00
Storage Coeff. (min)= 3.22 (ii) 7.40 (ii)
Unit Hyd. Tpeak (min)= 5.00 10.00
Unit Hyd. peak (cms)= .27 .13

"TOTALS"
PEAK FLOW (cms)= .27 .03 .302 (iii)
TIME TO PEAK (hrs)= 1.00 1.08 1.00
RUNOFF VOLUME (mm)= 25.71 23.38 25.36
TOTAL RAINFALL (mm)= 26.71 26.71 26.71
RUNOFF COEFFICIENT = .96 .88 .95

```

1 + 2 = 3	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
ID1= 1 (0001):	1.83	.302	1.00	25.36
+ ID2= 2 (0203):	.47	.016	1.17	16.93

ID = 3 (0207):	2.30	.315	1.00	23.64

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

 ** SIMULATION NUMBER: 2 **

CHICAGO STORM | IDF curve parameters: A= 438.700
 Ptotal= 35.98 mm | B= .000
 C= .693
 used in: INTENSITY = A / (t + B)^C
 Duration of storm = 3.00 hrs
 Storm time step = 10.00 min
 Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	4.29	1.00	88.95	1.83	6.62	2.67	4.14
.33	5.04	1.17	19.27	2.00	5.85	2.83	3.88
.50	6.23	1.33	12.20	2.17	5.27	3.00	3.65
.67	8.50	1.50	9.32	2.33	4.82		
.83	15.72	1.67	7.69	2.50	4.44		

CALIB | STANDHYD (0001) | Area (ha)= 1.83
 ID= 1 DT= 5.0 min | Total Imp(%)= 85.00 Dir. Conn.(%)= 85.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)=	1.56	.27
Dep. Storage (mm)=	1.00	1.00
Average Slope (%)=	1.00	2.00
Length (m)=	110.50	40.00
Mannings n =	.013	.250

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

--- TRANSFORMED HYETOGRAPH ---

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	4.29	.833	15.72	1.583	7.69	2.33	4.82
.167	4.29	.917	88.95	1.667	7.69	2.42	4.44
.250	5.04	1.000	88.95	1.750	6.62	2.50	4.44
.333	5.04	1.083	19.27	1.833	6.62	2.58	4.14
.417	6.23	1.167	19.27	1.917	5.85	2.67	4.14
.500	6.23	1.250	12.20	2.000	5.85	2.75	3.88
.583	8.50	1.333	12.20	2.083	5.27	2.83	3.88
.667	8.50	1.417	9.32	2.167	5.27	2.92	3.65
.750	15.72	1.500	9.32	2.250	4.82	3.00	3.65

Max.Eff.Inten.(mm/hr)=	88.95	85.85
over (min)	5.00	10.00
Storage Coeff. (min)=	2.84 (ii)	6.54 (ii)
Unit Hyd. Tpeak (min)=	5.00	10.00
Unit Hyd. peak (cms)=	.28	.14
TOTALS		
PEAK FLOW (cms)=	.37	.05
TIME TO PEAK (hrs)=	1.00	1.08
RUNOFF VOLUME (mm)=	34.98	32.59
TOTAL RAINFALL (mm)=	35.98	35.98
RUNOFF COEFFICIENT =	.97	.91

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

(i) CN PROCEDURE SELECTED FOR PVIOUS LOSSES:
 CN* = 99.0 Ia = Dep. Storage (Above)
 (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
 THAN THE STORAGE COEFFICIENT.
 (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB | STANDHYD (0204) | Area (ha)= .27
 ID= 1 DT= 5.0 min | Total Imp(%)= 90.00 Dir. Conn.(%)= 90.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)=	.24	.03
Dep. Storage (mm)=	1.00	1.00
Average Slope (%)=	1.00	2.00
Length (m)=	42.40	40.00
Mannings n =	.013	.250

Max.Eff.Inten.(mm/hr)=	88.95	85.85
over (min)	5.00	5.00
Storage Coeff. (min)=	1.60 (ii)	4.67 (ii)
Unit Hyd. Tpeak (min)=	5.00	5.00
Unit Hyd. peak (cms)=	.32	.22

PEAK FLOW (cms)=	.06	.01	.066 (iii)
TIME TO PEAK (hrs)=	1.00	1.00	1.00
RUNOFF VOLUME (mm)=	34.98	32.59	34.74
TOTAL RAINFALL (mm)=	35.98	35.98	35.98
RUNOFF COEFFICIENT =	.97	.91	.97

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

(i) CN PROCEDURE SELECTED FOR PVIOUS LOSSES:
 CN* = 99.0 Ia = Dep. Storage (Above)
 (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
 THAN THE STORAGE COEFFICIENT.
 (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB | HNSHYD (0002) | Area (ha)= .20 Curve Number (CN)= 80.0
 ID= 1 DT= 5.0 min | Ia (mm)= 5.00 # of Linear Res.(N)= 3.00
 U.H. Tp (hrs)= .20

Unit Hyd Qpeak (cms)=	.038
PEAK FLOW (cms)=	.006 (i)
TIME TO PEAK (hrs)=	1.167
RUNOFF VOLUME (mm)=	10.138
TOTAL RAINFALL (mm)=	35.983
RUNOFF COEFFICIENT =	.282

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

RESERVOIR (0205) | IN= 2---> OUT= 1 | DT= 5.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0203	.0073
.0093	.0010	.0291	.0073
.0112	.0016	.0293	.0073
.0128	.0027	.0295	.0073
.0147	.0042	.0297	.0073
.0166	.0057	.0299	.0073
.0183	.0068	.0304	.0073

AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0204)	.270	.066	1.00
OUTFLOW: ID= 1 (0205)	.270	.014	1.17
PEAK FLOW REDUCTION (Qout/Qin)(%)=	21.95		
TIME SHIFT OF PEAK FLOW (min)=	10.00		
MAXIMUM STORAGE USED (ha.m.)=	.0040		

ADD HYD (0203) | 1 + 2 = 3 | AREA (ha) QPEAK (cms) TPEAK (hrs) R.V. (mm)
 ID1= 1 (0205): .27 .014 1.17 34.67
 + ID2= 2 (0002): .20 .006 1.17 10.14

 ID = 3 (0203): .47 .020 1.17 24.23

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

ADD HYD (0207) | 1 + 2 = 3 | AREA (ha) QPEAK (cms) TPEAK (hrs) R.V. (mm)
 ID1= 1 (0001): 1.83 .419 1.00 34.62
 + ID2= 2 (0203): .47 .020 1.17 24.23

 ID = 3 (0207): 2.30 .436 1.00 32.50

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

 ** SIMULATION NUMBER: 3 **

CHICAGO STORM | IDF curve parameters: A= 516.000
 Ptotal= 45.99 mm | B= .000
 C= .694
 used in: INTENSITY = A / (t + B)^C

Duration of storm = 4.00 hrs
 Storm time step = 10.00 min
 Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr

.17	3.93	1.17	18.38	2.17	7.73	3.17	4.52
.33	4.39	1.33	104.39	2.33	6.83	3.33	4.26
.50	5.00	1.50	22.53	2.50	6.15	3.50	4.03
.67	5.88	1.67	14.25	2.67	5.62	3.67	3.83
.83	7.27	1.83	10.89	2.83	5.19	3.83	3.65
1.00	9.93	2.00	8.98	3.00	4.83	4.00	3.50

Unit Hyd Qpeak (cms) = .038
 PEAK FLOW (cms) = .009 (i)
 TIME TO PEAK (hrs) = 1.500
 RUNOFF VOLUME (mm) = 16.048
 TOTAL RAINFALL (mm) = 45.992
 RUNOFF COEFFICIENT = .349

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB
 STANDHYD (0001) Area (ha) = 1.83
 ID= 1 DT= 5.0 min Total Imp(%) = 85.00 Dir. Conn.(%) = 85.00

IMPERVIOUS		PERVIOUS (i)	
Surface Area (ha)	1.56		.27
Dep. Storage (mm)	1.00		1.00
Average Slope (%)	1.00		2.00
Length (m)	110.50		40.00
Mannings n	.013		.250

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

--- TRANSFORMED HYETOGRAPH ---

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	3.93	1.083	18.38	2.083	7.73	3.08	4.52
.167	3.93	1.167	18.38	2.167	7.73	3.17	4.52
.250	4.39	1.250	104.39	2.250	6.83	3.25	4.26
.333	4.39	1.333	104.39	2.333	6.83	3.33	4.26
.417	5.00	1.417	22.53	2.417	6.15	3.42	4.03
.500	5.00	1.500	22.53	2.500	6.15	3.50	4.03
.583	5.88	1.583	14.25	2.583	5.62	3.58	3.83
.667	5.88	1.667	14.25	2.667	5.62	3.67	3.83
.750	7.27	1.750	10.89	2.750	5.19	3.75	3.65
.833	7.27	1.833	10.89	2.833	5.19	3.83	3.65
.917	9.93	1.917	8.98	2.917	4.83	3.92	3.50
1.000	9.93	2.000	8.98	3.000	4.83	4.00	3.50

Max.Eff.Inten.(mm/hr)=	104.39	102.10
over (min)	5.00	10.00
Storage Coeff. (min)	2.67 (ii)	6.13 (ii)
Unit Hyd. Tpeak (min)	5.00	10.00
Unit Hyd. peak (cms)	.29	.15

PEAK FLOW (cms)	.44	.05	.497 (iii)
TIME TO PEAK (hrs)	1.33	1.33	1.33
RUNOFF VOLUME (mm)	44.99	42.56	44.63
TOTAL RAINFALL (mm)	45.99	45.99	45.99
RUNOFF COEFFICIENT	.98	.93	.97

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB
 STANDHYD (0204) Area (ha) = .27
 ID= 1 DT= 5.0 min Total Imp(%) = 90.00 Dir. Conn.(%) = 90.00

IMPERVIOUS		PERVIOUS (i)	
Surface Area (ha)	.24		.03
Dep. Storage (mm)	1.00		1.00
Average Slope (%)	1.00		2.00
Length (m)	42.40		40.00
Mannings n	.013		.250

Max.Eff.Inten.(mm/hr)=	104.39	102.10
over (min)	5.00	5.00
Storage Coeff. (min)	1.50 (ii)	4.38 (ii)
Unit Hyd. Tpeak (min)	5.00	5.00
Unit Hyd. peak (cms)	.33	.23

PEAK FLOW (cms)	.07	.01	.077 (iii)
TIME TO PEAK (hrs)	1.33	1.33	1.33
RUNOFF VOLUME (mm)	44.99	42.56	44.74
TOTAL RAINFALL (mm)	45.99	45.99	45.99
RUNOFF COEFFICIENT	.98	.93	.97

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB
 NASHYD (0002) Area (ha) = .20 Curve Number (CN) = 80.0
 ID= 1 DT= 5.0 min Ia (mm) = 5.00 # of Linear Res. (N) = 3.00
 U.H. Tp(hrs) = .20

RESERVOIR (0205)		OUTFLOW		STORAGE		OUTFLOW		STORAGE	
IN= 2	OUT= 1	(cms)	(ha.m.)	(cms)	(ha.m.)	(cms)	(ha.m.)	(cms)	(ha.m.)
DT= 5.0 min		.0000	.0000	.0203	.0073	.0093	.0010	.0291	.0073
		.0112	.0016	.0293	.0073	.0128	.0027	.0295	.0073
		.0147	.0042	.0297	.0073	.0166	.0057	.0299	.0073
		.0183	.0068	.0304	.0073				

INFLOW : ID= 2 (0204)	.270	.077	1.33	44.74
OUTFLOW: ID= 1 (0205)	.270	.016	1.50	44.67

PEAK FLOW REDUCTION (Qout/Qin)(%) = 20.12
 TIME SHIFT OF PEAK FLOW (min) = 10.00
 MAXIMUM STORAGE USED (ha.m.) = .0049

ADD HYD (0203)
 1 + 2 = 3
 ID1= 1 (0205): .27 .016 1.50 44.67
 + ID2= 2 (0202): .20 .009 1.50 16.05
 ID = 3 (0203): .47 .025 1.50 32.49

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

ADD HYD (0207)
 1 + 2 = 3
 ID1= 1 (0001): 1.83 .497 1.33 44.63
 + ID2= 2 (0203): .47 .025 1.50 32.49
 ID = 3 (0207): 2.30 .517 1.33 42.15

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

CHICAGO STORM IDF curve parameters: A= 608.500
 Ptotal= 54.24 mm B= .000
 C= .694
 used in: INTENSITY = A / (t + B)^C

Duration of storm = 4.00 hrs
 Storm time step = 10.00 min
 Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	4.63	1.17	21.67	2.17	9.11	3.17	5.33
.33	5.17	1.33	123.10	2.33	8.06	3.33	5.02
.50	5.90	1.50	26.56	2.50	7.26	3.50	4.75
.67	6.93	1.67	16.81	2.67	6.63	3.67	4.52
.83	8.58	1.83	12.84	2.83	6.11	3.83	4.31
1.00	11.71	2.00	10.59	3.00	5.69	4.00	4.12

CALIB
 STANDHYD (0001) Area (ha) = 1.83
 ID= 1 DT= 5.0 min Total Imp(%) = 85.00 Dir. Conn.(%) = 85.00

IMPERVIOUS		PERVIOUS (i)	
Surface Area (ha)	1.56		.27
Dep. Storage (mm)	1.00		1.00
Average Slope (%)	1.00		2.00
Length (m)	110.50		40.00
Mannings n	.013		.250

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

----- TRANSFORMED HYETOGRAPH -----

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	4.63	1.083	21.67	2.083	9.11	3.08	5.33
.167	4.63	1.167	21.67	2.167	9.11	3.17	5.33
.250	5.17	1.250	23.10	2.250	8.06	3.25	5.02
.333	5.17	1.333	23.10	2.333	8.06	3.33	5.02
.417	5.90	1.417	26.56	2.417	7.26	3.42	4.75
.500	5.90	1.500	26.56	2.500	7.26	3.50	4.75
.583	6.93	1.583	16.81	2.583	6.63	3.58	4.52
.667	6.93	1.667	16.81	2.667	6.63	3.67	4.52
.750	8.58	1.750	12.84	2.750	6.11	3.75	4.31
.833	8.58	1.833	12.84	2.833	6.11	3.83	4.31
.917	11.71	1.917	10.59	2.917	5.69	3.92	4.12
1.000	11.71	2.000	10.59	3.000	5.69	4.00	4.12

Max.Eff.Inten.(mm/hr)= 123.10 121.10
over (min) = 5.00 10.00
Storage Coeff. (min)= 2.50 (ii) 5.74 (ii)
Unit Hyd. Tpeak (min)= 5.00 10.00
Unit Hyd. peak (cms)= .29 .15

PEAK FLOW (cms)= .52 .07
TIME TO PEAK (hrs)= 1.33 1.33
RUNOFF VOLUME (mm)= 53.24 50.79
TOTAL RAINFALL (mm)= 54.24 54.24
RUNOFF COEFFICIENT = .98 .94

TOTALS
.591 (iii)

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

| CALIB |
| STANDHYD (0204) | Area (ha)= .27
| ID= 1 DT= 5.0 min | Total Imp(%)= 90.00 Dir. Conn.(%)= 90.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)=	.24	.03
Dep. Storage (mm)=	1.00	1.00
Average Slope (%)=	1.00	2.00
Length (m)=	42.40	40.00
Mannings n =	.013	.250

Max.Eff.Inten.(mm/hr)= 123.10 121.10
over (min) = 5.00 5.00
Storage Coeff. (min)= 1.40 (ii) 4.10 (ii)
Unit Hyd. Tpeak (min)= 5.00 5.00
Unit Hyd. peak (cms)= .33 .24

PEAK FLOW (cms)= .08 .01
TIME TO PEAK (hrs)= 1.33 1.33
RUNOFF VOLUME (mm)= 53.24 50.79
TOTAL RAINFALL (mm)= 54.24 54.24
RUNOFF COEFFICIENT = .98 .94

TOTALS
.091 (iii)

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

| CALIB |
| HASHYD (0802) | Area (ha)= .20 Curve Number (CN)= 80.0
| ID= 1 DT= 5.0 min | Ia (mm)= 5.00 # of Linear Res. (N)= 3.00
U.H. Tp(hrs)= .20

Unit Hyd Qpeak (cms) = .038

PEAK FLOW (cms) = .012 (i)
TIME TO PEAK (hrs) = 1.500
RUNOFF VOLUME (mm) = 21.461
TOTAL RAINFALL (mm) = 54.237
RUNOFF COEFFICIENT = .396

- (i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

| RESERVOIR (0205) |
| IN= 2--> OUT= 1 |
| DT= 5.0 min |

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0293	.0073
.0093	.0010	.0291	.0073
.0112	.0016	.0293	.0073
.0128	.0027	.0295	.0073
.0147	.0042	.0297	.0073
.0166	.0057	.0299	.0073

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0204)	.270	.091	1.33	52.99
OUTFLOW: ID= 1 (0205)	.270	.017	1.50	52.91

PEAK FLOW REDUCTION (Qout/Qin) (%) = 18.56
TIME SHIFT OF PEAK FLOW (min) = 10.00
MAXIMUM STORAGE USED (ha.m.) = .0060

| ADD HYD (0203) |
| 1 + 2 = 3 |

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
ID1= 1 (0205):	.27	.017	1.50	52.91
+ ID2= 2 (0002):	.20	.012	1.50	21.46
ID = 3 (0203):	.47	.029	1.50	39.53

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

| ADD HYD (0207) |
| 1 + 2 = 3 |

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
ID1= 1 (0001):	1.83	.591	1.33	52.87
+ ID2= 2 (0203):	.47	.029	1.50	39.53
ID = 3 (0207):	2.30	.614	1.33	50.14

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

** SIMULATION NUMBER: 5 **

| CHICAGO STORM | IDF curve parameters: A= 690.600
| Ptotal= 60.55 mm | B= .000
C= .697
used in: INTENSITY = A / (t + B)^C
Duration of storm = 4.00 hrs
Storm time step = 10.00 min
Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	5.12	1.17	24.14	2.17	10.11	3.17	5.90
.33	5.72	1.33	138.75	2.33	8.93	3.33	5.56
.50	6.53	1.50	29.60	2.50	8.04	3.50	5.26
.67	7.68	1.67	18.69	2.67	7.34	3.67	5.00
.83	9.51	1.83	14.27	2.83	6.77	3.83	4.77
1.00	13.00	2.00	11.76	3.00	6.30	4.00	4.56

| CALIB |
| STANDHYD (0001) | Area (ha)= 1.83
| ID= 1 DT= 5.0 min | Total Imp(%)= 85.00 Dir. Conn.(%)= 85.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)=	1.56	.27
Dep. Storage (mm)=	1.00	1.00
Average Slope (%)=	1.00	2.00
Length (m)=	110.50	40.00
Mannings n =	.013	.250

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

----- TRANSFORMED HYETOGRAPH -----

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	5.12	1.083	24.14	2.083	10.11	3.08	5.90
.167	5.12	1.167	24.14	2.167	10.11	3.17	5.90
.250	5.72	1.250	138.75	2.250	8.93	3.25	5.56
.333	5.72	1.333	138.75	2.333	8.93	3.33	5.56
.417	6.53	1.417	29.60	2.417	8.04	3.42	5.26
.500	6.53	1.500	29.60	2.500	8.04	3.50	5.26
.583	7.68	1.583	18.69	2.583	7.34	3.58	5.00
.667	7.68	1.667	18.69	2.667	7.34	3.67	5.00
.750	9.51	1.750	14.27	2.750	6.77	3.75	4.77
.833	9.51	1.833	14.27	2.833	6.77	3.83	4.77
.917	13.00	1.917	11.76	2.917	6.30	3.92	4.56
1.000	13.00	2.000	11.76	3.000	6.30	4.00	4.56

Max.Eff.Inten.(mm/hr)= 138.75 136.90
over (min) = 5.00 10.00
Storage Coeff. (min)= 2.38 (ii) 5.47 (ii)
Unit Hyd. Tpeak (min)= 5.00 10.00
Unit Hyd. peak (cms)= .30 .16

TOTALS

PEAK FLOW (cms)	=	.59	.08	.669 (iii)
TIME TO PEAK (hrs)	=	1.33	1.33	1.33
RUNOFF VOLUME (mm)	=	59.55	57.09	59.18
TOTAL RAINFALL (mm)	=	60.55	60.55	60.55
RUNOFF COEFFICIENT	=	.98	.94	.98

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB
STANDHYD (0204) | Area (ha)= .27
ID= 1 DT= 5.0 min | Total Imp(%)= 90.00 Dir. Conn.(%)= 90.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)	= .24	.03
Dep. Storage (mm)	= 1.00	1.00
Average Slope (%)	= 1.00	2.00
Length (m)	= 42.40	40.00
Mannings n	= .013	.250

Max.Eff.Inten. (mm/hr)	=	138.75	136.90
over (min)	=	5.00	5.00
Storage Coeff. (min)	=	1.34 (ii)	3.91 (ii)
Unit Hyd. Tpeak (min)	=	5.00	5.00
Unit Hyd. peak (cms)	=	.33	.25

TOTALS

PEAK FLOW (cms)	=	.09	.01	.103 (iii)
TIME TO PEAK (hrs)	=	1.33	1.33	1.33
RUNOFF VOLUME (mm)	=	59.55	57.09	59.30
TOTAL RAINFALL (mm)	=	60.55	60.55	60.55
RUNOFF COEFFICIENT	=	.98	.94	.98

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB
STANDHYD (0001) | Area (ha)= 1.83
ID= 1 DT= 5.0 min | Total Imp(%)= 85.00 Dir. Conn.(%)= 85.00

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

	AREA	QPEAK	TPEAK	R.V.
	(ha)	(cms)	(hrs)	(mm)
ID1= 1 (0001):	1.83	.669	1.33	59.18
+ ID2= 2 (0203):	.47	.034	1.50	45.03
ID = 3 (0207):	2.30	.696	1.33	56.29

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

** SIMULATION NUMBER: 6 **

CHICAGO STORM | IDF curve parameters: A= 760.000
Ptotal= 66.64 mm | B= .000
C= .697
used in: INTENSITY = A / (t + B)^C

Duration of storm = 4.00 hrs
Storm time step = 10.00 min
Time to peak ratio = .33

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.17	5.64	1.17	26.56	2.17	11.13	3.17	6.49
.33	6.30	1.33	152.69	2.33	9.83	3.33	6.12
.50	7.18	1.50	32.58	2.50	8.85	3.50	5.79
.67	8.46	1.67	20.57	2.67	8.08	3.67	5.50
.83	10.47	1.83	15.70	2.83	7.45	3.83	5.24
1.00	14.31	2.00	12.94	3.00	6.93	4.00	5.02

CALIB
STANDHYD (0002) | Area (ha)= .20
ID= 1 DT= 5.0 min | Ia (mm)= 5.00 % of Linear Res.(N)= 3.00
U.H. Tp(hrs)= .20

Unit Hyd Qpeak (cms) = .038

PEAK FLOW (cms)	=	.015 (i)
TIME TO PEAK (hrs)	=	1.500
RUNOFF VOLUME (mm)	=	25.869
TOTAL RAINFALL (mm)	=	60.551
RUNOFF COEFFICIENT	=	.427

(i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

RESERVOIR (0205) |
IN= 2--> OUT= 1 |
DT= 5.0 min |

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0203	.0073
.0093	.0010	.0291	.0073
.0112	.0016	.0293	.0073
.0128	.0027	.0295	.0073
.0147	.0042	.0297	.0073
.0166	.0057	.0299	.0073
.0183	.0068	.0304	.0073

	AREA	QPEAK	TPEAK	R.V.
	(ha)	(cms)	(hrs)	(mm)
INFLOW : ID= 2 (0204)	.270	.103	1.33	59.30
OUTFLOW: ID= 1 (0205)	.270	.018	1.58	59.23

PEAK FLOW REDUCTION [Qout/Qin](%) = 17.80
TIME SHIFT OF PEAK FLOW (min) = 15.00
MAXIMUM STORAGE USED (ha.m.) = .0069

ADD HYD (0203) |
1 + 2 = 3 |

	AREA	QPEAK	TPEAK	R.V.
	(ha)	(cms)	(hrs)	(mm)
ID1= 1 (0205):	.27	.018	1.58	59.23
+ ID2= 2 (0002):	.20	.015	1.50	25.87
ID = 3 (0203):	.47	.034	1.50	45.03

CALIB
STANDHYD (0001) | Area (ha)= 1.83
ID= 1 DT= 5.0 min | Total Imp(%)= 85.00 Dir. Conn.(%)= 85.00

	IMPERVIOUS	PERVIOUS (i)
Surface Area (ha)	= 1.56	.27
Dep. Storage (mm)	= 1.00	1.00
Average Slope (%)	= 1.00	2.00
Length (m)	= 110.50	40.00
Mannings n	= .013	.250

NOTE: RAINFALL WAS TRANSFORMED TO 5.0 MIN. TIME STEP.

---- TRANSFORMED HYETOGRAPH ----

TIME	RAIN	TIME	RAIN	TIME	RAIN	TIME	RAIN
hrs	mm/hr	hrs	mm/hr	hrs	mm/hr	hrs	mm/hr
.083	5.64	1.083	26.56	2.083	11.13	3.08	6.49
.167	5.64	1.167	26.56	2.167	11.13	3.17	6.49
.250	6.30	1.250	152.69	2.250	9.83	3.25	6.12
.333	6.30	1.333	152.69	2.333	9.83	3.33	6.12
.417	7.18	1.417	32.58	2.417	8.85	3.42	5.79
.500	7.18	1.500	32.58	2.500	8.85	3.50	5.79
.583	8.46	1.583	20.57	2.583	8.08	3.58	5.50
.667	8.46	1.667	20.57	2.667	8.08	3.67	5.50
.750	10.47	1.750	15.70	2.750	7.45	3.75	5.24
.833	10.47	1.833	15.70	2.833	7.45	3.83	5.24
.917	14.31	1.917	12.94	2.917	6.93	3.92	5.02
1.000	14.31	2.000	12.94	3.000	6.93	4.00	5.02

Max.Eff.Inten. (mm/hr)	=	152.69	150.99
over (min)	=	5.00	10.00
Storage Coeff. (min)	=	2.29 (ii)	5.27 (ii)
Unit Hyd. Tpeak (min)	=	5.00	10.00
Unit Hyd. peak (cms)	=	.30	.16

TOTALS

PEAK FLOW (cms)	=	.65	.09	.739 (iii)
TIME TO PEAK (hrs)	=	1.33	1.33	1.33
RUNOFF VOLUME (mm)	=	65.64	63.17	65.26
TOTAL RAINFALL (mm)	=	66.64	66.64	66.64
RUNOFF COEFFICIENT	=	.98	.95	.98

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB
STANDHYD (0204) | Area (ha)= .27
ID= 1 DT= 5.0 min | Total Imp(%)= 90.00 Dir. Conn.(%)= 90.00

IMPERVIOUS PERVIOUS (i)

Surface Area (ha) = .24 .03
 Dep. Storage (mm) = 1.00 1.00
 Average Slope (%) = 1.00 2.00
 Length (m) = 42.40 40.00
 Mannings n = .013 .250
 Max.Eff.Inten.(mm/hr) = 152.69 150.99
 over (min) = 5.00 5.00
 Storage Coeff. (min) = 1.29 (ii) 3.76 (ii)
 Unit Hyd. Tpeak (min) = 5.00 5.00
 Unit Hyd. peak (cms) = .33 .25
 TOTALS
 PEAK FLOW (cms) = .10 .01 .114 (iii)
 TIME TO PEAK (hrs) = 1.33 1.33 1.33
 RUNOFF VOLUME (mm) = 65.64 63.17 65.38
 TOTAL RAINFALL (mm) = 66.64 66.64 66.64
 RUNOFF COEFFICIENT = .98 .95 .98

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0204)	.270	.114	1.33	65.38
OUTFLOW: ID= 1 (0205)	.270	.029	1.50	65.32
PEAK FLOW REDUCTION [Qout/Qin] (%)	25.14			
TIME SHIFT OF PEAK FLOW (min)	10.00			
MAXIMUM STORAGE USED (ha.m.)	.0074			

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

- (i) CN PROCEDURE SELECTED FOR PVIOUS LOSSES:
CN* = 99.0 Ia = Dep. Storage (Above)
- (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
THAN THE STORAGE COEFFICIENT.
- (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

```

-----
| ADD HYD (0203) |
| 1 + 2 = 3 |
-----
ID1= 1 (0205): .27 .029 1.50 65.32
+ ID2= 2 (0002): .20 .018 1.50 30.30
-----
ID = 3 (0203): .47 .047 1.50 50.42
  
```

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

```

-----
| CALIB |
| NASHYD (0002) | Area (ha) = .20 Curve Number (CN) = 80.0
| ID= 1 DT= 5.0 min | Ia (mm) = 5.00 # of Linear Res. (N) = 3.00
-----
U.H. Tp (hrs) = .20
  
```

Unit Hyd Qpeak (cms) = .038

PEAK FLOW (cms) = .018 (1)
 TIME TO PEAK (hrs) = 1.500
 RUNOFF VOLUME (mm) = 30.298
 TOTAL RAINFALL (mm) = 66.636
 RUNOFF COEFFICIENT = .455

- (i) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

```

-----
| ADD HYD (0207) |
| 1 + 2 = 3 |
-----
ID1= 1 (0001): 1.83 .739 1.33 65.26
+ ID2= 2 (0203): .47 .047 1.50 50.42
-----
ID = 3 (0207): 2.30 .768 1.33 62.23
  
```

NOTE: PEAK FLOWS DO NOT INCLUDE BASEFLOWS IF ANY.

```

-----
| RESERVOIR (0205) |
| IN= 2----> OUT= 1 |
| DT= 5.0 min |
-----
OUTFLOW STORAGE | OUTFLOW STORAGE
(cms) (ha.m.) | (cms) (ha.m.)
  
```

FINISH



Stormceptor Design Summary
PCSWMM for Stormceptor

Project Information

Date	8/7/2016
Project Name	CTC - New Liskeard
Project Number	14229
Location	Prop. CB 1 (STC 300i)

Rainfall

Name	NORTH BAY A
State	ON
ID	5700
Years of Records	1984 to 2003
Latitude	46°22'N
Longitude	79°25'W

Designer Information

Company	The Odan/Detech Group Inc.
Contact	N/A

Notes

N/A

Water Quality Objective

TSS Removal (%)	80
Runoff Volume (%)	90

Drainage Area

Total Area (ha)	0.27
Imperviousness (%)	90

Upstream Storage

Storage (ha-m)	Discharge (L/s)
0.000	00.000
0.003	00.021
0.003	00.022
0.003	00.022
Partial Listing	

The Stormceptor System model STC 300 achieves the water quality objective removing 93% TSS for a Fine (organics, silts and sand) particle size distribution and 95% runoff volume.

Stormceptor Sizing Summary

Stormceptor Model	TSS Removal	Runoff Volume
	%	%
STC 300	93	95
STC 750	94	99
STC 1000	94	99
STC 1500	94	99
STC 2000	95	100
STC 3000	95	100
STC 4000	96	100
STC 5000	96	100
STC 6000	97	100
STC 8000	98	100
STC 10000	98	100
STC 14000	98	100



Particle Size Distribution

Removing silt particles from runoff ensures that the majority of the pollutants, such as hydrocarbons and heavy metals that adhere to fine particles, are not discharged into our natural water courses. The table below lists the particle size distribution used to define the annual TSS removal.

Fine (organics, silts and sand)							
Particle Size µm	Distribution %	Specific Gravity	Settling Velocity m/s	Particle Size µm	Distribution %	Specific Gravity	Settling Velocity m/s
20	20	1.3	0.0004				
60	20	1.8	0.0016				
150	20	2.2	0.0108				
400	20	2.65	0.0647				
2000	20	2.65	0.2870				

Stormceptor Design Notes

- Stormceptor performance estimates are based on simulations using PCSWMM for Stormceptor version 1.0
- Design estimates listed are only representative of specific project requirements based on total suspended solids (TSS) removal.
- Only the STC 300 is adaptable to function with a catch basin inlet and/or inline pipes.
- Only the Stormceptor models STC 750 to STC 8000 may accommodate multiple inlet pipes.
- Inlet and outlet invert elevation differences are as follows:

Inlet and Outlet Pipe Invert Elevations Differences			
Inlet Pipe Configuration	STC 300	STC 750 to STC 6000	STC 9000 to STC 14000
Single Inlet pipe	75 mm	25 mm	75 mm
Multiple inlet pipes	75 mm	75 mm	Only one inlet pipe.

- Design estimates are based on stable site conditions only, after construction is completed.
- Design estimates assume that the storm drain is not submerged during zero flows. For submerged applications, please contact your local Stormceptor representative.
- Design estimates may be modified for specific spills controls. Please contact your local Stormceptor representative for further assistance.
- For pricing inquiries or assistance, please contact Imbrum Systems Inc., 1-800-565-4801.

APPENDIX C

The Corporation of the City of Temiskaming Shores

By-law No. 2017-014

**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 January 17, 2017**

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

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

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

And whereas 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 **January 17, 2017** 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 17th day of January, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen