



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, April 4, 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 – March 21, 2017

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

7.1. *Application for Zoning Amendment – ZBA-2017-04 (NL)*

Owner: Petals Flowers Inc.

Subject Land: 419 Whitewood Avenue

Purpose: The applicant (owner) proposes to rezone the subject land from Highway Commercial (C3) to Highway Commercial Exception (C3-E) to add a personal service shop as a permitted use on the subject land to recognize five on-site parking spaces for the personal service shop use.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Merrill Bond, Reeve – Municipality of Charlton and Dack

Re: Municipal Election requirement for 25 Endorsements – Support to have this requirement be an optional local decision

10. **Communications**

a) Pam Cress, Clerk – Northeastern Manitoulin & The Islands

Re: Request for Support: Waiving of Delivery Fees for customers who reside on First Nation reserves and settlements in Ontario

Reference: Received for Information

b) Pam McKenzie, Culture Days Coordinator – 2017 Culture Days Celebrations

Re: Variety of requests related to 2017 Culture Days Celebrations within Temiskaming Shores

Reference: Referred to Senior Staff for consideration

- c) Seema Jethalal, Regional Director General – Canadian Heritage

Re: Approval of \$5,000 to assist with Canada Day Fire Works

Reference: Referred to Economic Development Officer

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Timiskaming Board of Health meeting held on January 25, 2017;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 18, 2017;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on February 15, 2017;
- d) Minutes of the District of Timiskaming Social Services Administration Board meeting held on March 15, 2017;
- e) Minutes of the Earleton-Timiskaming Regional Airport Authority meeting held on February 23, 2017;
- f) February 2017 Earleton-Timiskaming Regional Airport Authority 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 Public Works Committee meeting held on February 16, 2017.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Memo No. 002-2017-PPP – Amendment to By-law No. 2012-191 (Fire Suppression Agreement with Harris Township) to include Water/Ice Rescue Services**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-191, (Fire Suppression Agreement with the Township of Harris), to include the provision of Water/Ice Rescue (shore based only) as part of the Rescue Services for consideration at the April 4, 2017 Regular Council meeting.

- b) **Administrative Report No. PPP-002-2017 – Appointment of Volunteer Firefighter – Bryce Thompson & Brian Teal**

Draft Motion

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

That Council hereby appoints Bryce Thompson and Brian Teal as a Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

c) Memo No. 008-2017-PW – Overall Responsible Operator – New Liskeard and Dymond Water Distribution Systems

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2017-PW;

That Council further acknowledges that with the recent linking of the New Liskeard and Dymond Water Distribution Systems the Ministry of Environment and Climate Change (MOECC) through the Ontario Water Wastewater Certification Office (OWWC) has reclassified the system to a Water Distribution Class III from Class II; and

That Council approves Change Order Form submitted by the Ontario Clean Water Agency (OCWA) within which OCWA will now become the Overall Responsible Operator (ORO) and Operating Authority for this distribution system.

d) Memo No. 009-2017-PW – 2017 Roads Program – Release of Requests for Proposals

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2017-PW; and

That Council authorizes staff to proceed with the release of various Requests for Proposals for the 2017 Roads Program as recommended.

e) Administrative Report No. PW-007-2017 – Tender Award – Supply of Petroleum Fuels

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2017;

That as outlined in Section 10.3 (Request for Tenders) and Section 6.0 (Approval Authority) of the City's Purchasing Policy, Council approves the award of the Tender for the supply of Petroleum Fuels to *Grant Fuels Inc.*, as

outlined in the response to tender PWO-RFT-001-2017, for the period of April 1, 2017 to March 31, 2019 with a possible one (1) year extension;

That Council acknowledges that product pricing may only fluctuate with the increase and/or decrease of the “rack price” or government tax rates and as provided in writing, by the supplier, on a monthly basis only; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 4, 2017 Regular Council meeting.

f) Administrative Report No. PW-008-2017 – Equipment Purchase – Light Duty Pick-up Trucks – Wilson Chevrolet Limited

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2017;

That Council approves the purchase of five new light duty trucks, as detailed in Request for Proposal PW-RFP-003-2017, from Wilson Chevrolet Buick GMC at a cost of \$155,215 plus applicable taxes;

That Council approves the purchase of appurtenances for the above noted vehicles with an upset limit of \$15,500 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 4, 2017 Regular Council meeting.

g) Memo No. 002-2017-CGP – Enabling Accessibility Fund – Accessibility Upgrades – Dymond Community Hall

Draft Motion

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

That Council direct staff to prepare the necessary by-law to enter into a Grant Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development for accessibility upgrades at the Dymond Community Hall for consideration at the April 4, 2017 Regular Council meeting.

h) Administrative Report No. CGP-007-2017 – Enterprise Temiskaming – Summer Company

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-007-2017; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Economic Development and Growth (MEDG) – **Summer Company** for consideration at the April 4, 2017 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-051 Being a by-law to establish Water and Sewer Rates for 2017

By-law No. 2017-052 Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development – Accessible Upgrades to Dymond Community Hall

By-law No. 2017-053 Being a by-law to amend By-law No. 2012-191 (Fire Suppression Agreement with the Township of Harris) to include shore-based Water/Ice Rescue services

By-law No. 2017-054 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth – Enterprise Temiskaming Summer Company Program

By-law No. 2017-055 Being a by-law to authorize a Financing Agreement with Ontario Infrastructure and Lands Corporation (Pick-up Trucks, Plow Trucks and View Street Complex)

By-law No. 2017-056 Being a by-law to enter into an Agreement with Grant Fuels Inc. for the supply of Petroleum Fuels

By-law No. 2017-057 Being a by-law to enter into a Purchase Agreement with Wilson Chevrolet Limited for the supply and delivery of five (5) 2017 Chevrolet Silverado Light Duty Trucks

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-051;

By-law No. 2017-052;

By-law No. 2017-053;

By-law No. 2017-054;

By-law No. 2017-055;

By-law No. 2017-056; and

By-law No. 2017-057

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, April 18, 2017 at 6:00 p.m.

b) Regular – Tuesday, May 2, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Adoption of the March 7, 2017 – Closed Session Minutes**
- b) **Adoption of the March 21, 2017 – Closed Session Minutes**
- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – pending acquisition of land by the municipality – KBR Property (View Street) – Confidential Administrative Report CS-022-2017**

Draft Motion

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

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-058 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 **April 4, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-058 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.



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 21, 2017
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, Jeff Laferriere, Mike McArthur and Danny Whalen

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

Regrets:

Media: Bill Buchberger, CJTT 104.5
Diane Johnston, Temiskaming Speaker

Members of the Public: 3

3. Review of Revisions or Deletions to Agenda

Under Item 15 – New Business add:

- o) Administrative Report No. CS-019-2017 – Disposal of Surplus Goods – Fire Rescue Van
 - Resolution No. 2017-093 tabled to permit staff an opportunity to offer the Kenabeek Fire Department the unit on an “as is – where is” basis based on the scrap value which is estimated at approximately \$1,000.

Under Item 19 – Closed Session add:

- a) **Under Section 239 (2) (f) of the Municipal Act, 2001 – advise that is subject to solicitor-client privilege – Pronor Developments**

4. Approval of Agenda

Resolution No. 2017-105

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2017-106

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – March 7, 2017

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) Dominic Hamel, Project Lead Kiosque Canada 150 – Association Canadienne-Francaise De L’Ontario (ACFO)

Re: Thank you – Flag Raising February 15, 2017

Reference: Received for Information

- b) Alison Stanley, Executive Director – Federation of Northern Ontario Municipalities

Re: FONOM Commends Provincial Government for Addressing Electricity Costs

Reference: Received for Information

- c) Honourable Dipika Dameria, Minister – Minister of Senior Affairs

Re: Nominations Open – 2017 Senior of the Year Award

Reference: Referred to the Age Friendly Committee

- d) Honourable Mitzie Hunter, Minister – Ministry of Education and Honourable Bob Chiarelli, Minister – Ministry of Infrastructure

Re: School closures and Consolidations – Engagement on new approaches in rural and remote communities Update

Reference: Referred to Senior Staff

- e) Felicity Buckell, Chairperson – Conseil des arts Temiskaming Arts Council

Re: Sponsorship Request – Application to The Temiskaming Foundation Community Fund

Reference: Motion to be presented in New Business

- f) Accessibility Directorate of Ontario

Re: Invitation - Community Accessibility Forum

Reference: Referred to Senior Staff

- g) Pierrette Fortier – Northern College

Re: Invitation – Community Connection Session – Haileybury Campus, April 5, 2017

Reference: Received for information

- h) Fred & Louise Paoletti, Residents – McCamus Avenue

Re: Concerns regarding recent Boil Water Advisory – March 9, 2017

Reference: Referred to Director of Public Works

- i) Marg Arthur, Secretary – Haileybury Food Bank

Re: Thank You for increased space

Reference: Received for Information

Resolution No. 2017-107

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-108

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on February 15, 2017; and
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on February 17, 2017;

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Hewitt reported on the following:

- Age Friendly: A hot line (1-800) for transportation has been established through Home Support for seniors to access information about various transportation options available. There are two new members on the Committee and looking forward to hearing more about the “Sip & Learn” and what all is involved with that project.
- BIA: Jennifer Brazeau has resigned as BIA Coordinator and have hired Carol Duke and plans are underway for Summerfest. Anticipate to attractive planters in the downtown core representing the Canada 150 celebrations.

Mayor Kidd reported on the following:

- PDAC Convention: Attended the PDAC convention with Councillor Foley and attendance was up approximately 25% over last year. Two good receptions that were very well attended. There were over 90 exhibitors at the Northern Ontario exhibit was the largest at the convention.
- Accessibility Awareness: Northern College will be hosting an awareness day tomorrow (March 22) and Mayor Kidd and Councillor Laferriere along with a couple of staff members will be participating in a wheelchair basketball competition.

14. Notice of Motions

None

15. New Business

a) **Conseil des arts Temiskaming Arts Council – The Temiskaming Foundation Community Fund Application**

Resolution No. 2017-109

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Whereas the Conseil des arts Temiskaming Arts Council requires a registered charitable organization to sponsor their application to The Temiskaming Foundation Community Fund Application 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 Conseil des arts Temiskaming Arts Council funding application to The Temiskaming Foundation Community Fund.

Carried

b) **Memo No. 002-2017-PW – Amendment to By-law No. 2013-140 Bus Lease – New Transit Buses**

Resolution No. 2017-110

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-140, as amended being an agreement with Stock Transportation for the lease of accessible transit buses to include the two (2) recently purchased 30 foot Transit Buses for consideration at the March 21, 2017 Regular Council meeting.

Carried

c) Memo No. 003-2017-PW – Winter Maintenance Agreement between MTO (Highway 11B) and Temiskaming Shores (Mowat Landing Road)

Resolution No. 2017-111

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2017-PW; and

That Council directs staff to prepare the necessary by-law to enter into a Winter Maintenance Services Agreement with the Ministry of Transportation Ontario for consideration at the March 21, 2017 Regular Council meeting.

Carried

d) Memo No. 004-2017-PW – Memorandum of Understanding with Ontario Good Roads Association - Asset Management Project

Resolution No. 2017-112

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2017-PW; and

That Council hereby authorizes the City Manager to enter into a Memorandum of Understanding (MOU) between The Ontario Good Roads Association and the City of Temiskaming Shores to comply with regulations under the Ontario Ministry of Infrastructure with respect to Asset Management.

Carried

e) Memo No. 005-2017-PW – Tender Award to SNC Lavalin – Engineering Services for Pool/Fitness Centre Mechanical Room

Resolution No. 2017-113

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2017-PW; and

That Council further acknowledges that SNC has been issued a Purchase Order in accordance with Section 6.2 of By-law No. 2017-015 to appoint consulting services not exceeding \$30,000 to SNC Lavalin for engineering services for the Pool/Fitness Centre Mechanical Room at an upset limit of \$26,500 plus HST.

Carried

- f) **Memo No. 006-2017-PW – Northeastern Ontario Public Works Organization (NEOPWO) – Manager’s Session – April 25th, 2017 (Timmins)**

Resolution No. 2017-114

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores approves the attendance of **Mayor Kidd** and **Councillor Hewitt** to the Northeastern Ontario Public Works Organization Manager’s Session scheduled for April 25, 2017 in Timmins Ontario; and

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

Carried

- g) **Memo No. 007-2017-PW – Blackwall Street Engineering Design Proposal – Award of Engineering Services to Exp Services**

Resolution No. 2017-115

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2017-PW; and

That Council directs staff to prepare the necessary by-law and agreement with Exp. Services Inc. to proceed with the detailed engineering design for the proposed reconstruction of Blackwall Street from Rorke Avenue to Farr Drive at an upset limit of \$36,950 plus applicable taxes for consideration at the April 4, 2017 Regular Council meeting.

Defeated

h) Administrative Report No. PW-005-2017 – 2016 Annual Water ReportsResolution No. 2017-116

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-005-2017; more specifically Appendices 01, 02 and 03 being the 2016 Annual Compliance and Summary Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;

That Council hereby directs staff:

- To place the 2016 Annual Compliance and Summary Reports in the Water System Binders located at the municipal office (325 Farr Dr.);
- To post the reports on the municipal website; and
- To place an ad in the community bulletin notifying the public of the availability of these reports for public review; and

That Council further directs staff to forward a copy of Administrative Report PW-005-2017 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

Carried**i) Administrative Report No. PW-006-2017 – Equipment Rental – Spring Snow Ditching**Resolution No. 2017-117

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2017; particularly Appendix 01 - Opening Results and Appendix 02 - Draft Agreement; and

That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.3, Request for Tenders and Section 6.0 Approval Authority, Council directs Staff to prepare the necessary by-law and agreement for Equipment Rental – Excavator for Snow Ditching with *Demora Construction Services Inc.* at the rate of \$95.00 per hour plus HST and a total of \$2,125 plus HST for 5 float moves in each designated area for consideration at the March 21st, 2017 Regular Council meeting.

Carried

- j) **Memo No. 003-2017-RS – “Sip and Learn” Funding Approval from Employment and Social Development Canada under the New Horizons Program**

Resolution No. 2017-118

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2017-RS;

That Council directs staff to prepare the necessary by-law to enter into a Grant Funding Agreement with the Minister of Employment and Social Development for the “Sip and Learn” project under the New Horizons Program in the amount of \$10,200 with a municipal contribution of \$1,000 (cash) and \$1,400 (in-kind) for consideration at the March 21, 2017 Regular Council meeting.

Carried

- k) **Administrative Report No. CGP-006-2017 – Zoning By-law Amendment ZBA-2017-03 (H) – 1479 Lakeshore Road South**

Resolution No. 2017-119

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-006-2017;

That Council agrees to amend the provisions of the Town of Haileybury Zoning By-law 85-27 to permit the zone change from Hazard (HAZ) to Hazard Exception (HAZ-E);

That Council directs staff to prepare the necessary by-law to amend the Town of Haileybury Zoning By-law 85-27 for consideration at the March 21, 2017 Regular Council Meeting.

Carried

- l) **Memo No. 011-2017-CS – Industry Canada (FedNor) Funding Agreement – Water Linking Project – New Liskeard Water system to Dymond Water system**

Resolution No. 2017-120

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 011-2017-CS; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with Industry Canada (FedNor) for the water linking project in the amount of \$1,000,000 for consideration at the March 21, 2017 Regular Council meeting.

Carried

m) Administrative Report No. CS-020-2017 – Haileybury Medical Centre Lease Agreement Renewals for the Haileybury Family Health Team and Dr. Phillip Smith

Resolution No. 2017-121

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-020-2017;

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre with a 1.8% rental rate increase for 2017 in accordance with the Consumer Price Index for consideration at the March 21, 2017 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Doctor Phillip Smith for the use of office space at the Haileybury Medical Centre with an annual rental rate increase in accordance with the Consumer Price Index (1.8% for 2017) for consideration at the March 21, 2017 Regular Council meeting.

Carried

n) Administrative Report No. CS-021-2017 – Water Rates

Resolution No. 2017-122

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-021-2017;

That Council directs staff to forward a letter to the applicable school boards advising of the change in the billing method to a flat rate per student/staff for

all schools (elementary, secondary and post-secondary) located within the City of Temiskaming Shores; and

That Council directs staff to prepare the necessary by-law to approve the 2017 Water/Wastewater Rates for consideration at the April 4, 2017 Regular Council meeting.

Carried

o) Administrative Report No. CS-019-2017 – Disposal of Surplus Goods – Fire Rescue Van

Resolution No. 2017-093 – Tabled from March 7, 2017

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-019-2017;

That Council concurs with the decision of the Treasurer to sell the surplus Fire Rescue Van from Fire Station No. 1 to Mid-North Recycling for scrap value.

Defeated

p) Administrative Report No. CS-019-2017 – Disposal of Surplus Goods – Fire Rescue Van

Resolution No. 2017-123

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-019-2017;

That Council hereby sells the former Fire Rescue Van from the Haileybury District Fire Station to the Kenabeek Volunteer Fire Department on an “**as is, where is**” basis in the amount of \$1,000 plus applicable taxes with no warranties or guarantees and that full disclosure be provided to the safety concerns (i.e. not designed as a Fire Rescue Van, is unsafe if overloaded and in windy/wintery conditions).

Carried

Recorded Vote

For Motion

Councillor Foley

Against Motion

Councillor Jelly

Councillor Hewitt
Councillor Laferriere
Councillor McArthur
Councillor Whalen
Mayor Kidd

16. By-laws

Resolution No. 2017-124

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2017-037 Being a by-law to enact a zoning by-law Amendment to rezone property from Agriculture (A1) to Rural Residential (RR) in the Township of Dymond Zoning By-law 984 - 743145 Dawson Point Road (Dymond Con. 2 Pt. Lt. 11, RP 54R-2751 Part 1, Parcel 22210SST) - Roll No. 54 18 020 002 003.02

By-law No. 2017-038 Being a by-law to enact a Zoning by-law Amendment to rezone property from Development (DE) to Medium Density Residential Exception 18 (RR-E18) in the Town of New Liskeard Zoning By-law 2233 Part of Dymond Con. 2 Pt. Lt. 10, Parcel 4223SST – Roll No. 54 18 010 002 495.02

By-law No. 2017-039 Being a by-law to amend By-law No. 2013-140 being a by-law to authorize the entering into an Agreement with Stock Transportation Ltd. for the lease of Accessible Transit Buses

By-law No. 2017-040 Being a by-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$617,045.00 towards the cost of the new Transit Buses Project

- By-law No. 2017-041 Being a by-law to enter into a Software Purchase Agreement between Vadim Computer Management Group and the City of Temiskaming Shores for a Municipal Financial Information System
- By-law No. 2017-042 Being a by-law to enter into a Grant Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development – New Horizons Program – Project No. 1427912 – Age Friendly Sip and Learn
- By-law No. 2017-043 Being a by-law to enter into an agreement with Metal-Air Mechanical Systems Ltd. for the replacement of the Electrical Panel at the Don Shepherdson Memorial Arena
- By-law No. 2017-044 Being a by-law to enact a Zoning By-law Amendment to rezone property from Hazard (HAZ) to Hazard-Exception 1 (HAZ-E1) in the Town of Haileybury Zoning By-law No. 85-27 - 1479 Lakeshore Road South (Plan M-92NB, Part of lots 1, 2, and 3; Parcels 8263 SST, 8953 SST, and 13883 SST) Roll Nos. 54-18-030-011-054.00 and 54-18-030-011-055.00
- By-law No. 2017-045 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the connection of the New Liskeard water system to the Dymond Distribution water system – FedNor Project No. 851-808673
- By-law No. 2017-046 Being a by-law to enter into a Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing Road
- By-law No. 2017-047 Being a by-law to authorize the entering into a lease agreement with Dr. Phillip J. Smith for the rental of space

at the Haileybury Medical Centre (Rooms 223, 225 and 227)

By-law No. 2017-048 Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

By-law No. 2017-049 Being a by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Track Mounted Excavator within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-125

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2017-037;

By-law No. 2017-038;

By-law No. 2017-039;

By-law No. 2017-040;

By-law No. 2017-041;

By-law No. 2017-042;

By-law No. 2017-043;

By-law No. 2017-044;

By-law No. 2017-045;

By-law No. 2017-046;

By-law No. 2017-047;

By-law No. 2017-048; and

By-law No. 2017-049

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, April 4, 2017 at 6:00 p.m.
- b) Regular – Tuesday, April 18, 2017 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2017-126

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

- a) **Under Section 239 (2) (f) of the Municipal Act, 2001 – advise that is subject to solicitor-client privilege – Pronor Developments**

Carried

Resolution No. 2017-127

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 7:26 p.m.

Carried

20. Confirming By-law

Resolution No. 2017-128

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2017-050 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **March 21, 2017** be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-129

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2017-050 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2017-130

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:28 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



Application for Zoning By-law Amendment

**Notice of Complete Application
And Notice of Statutory Public Hearing**

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the Town of New Liskeard Zoning By-law 2233:

File #: ZBA-2017-04(NL)
Owner: Petals Flowers Inc.
Agent: Angela and Brooke Huppé
Property: 419 Whitewood Avenue

A public hearing will be held to consider the Zoning By-law Amendment application:

Date: Tuesday, April 4, 2017
Time: 6:00 p.m.
Place: Council Chambers at City Hall, 325 Farr Drive, Haileybury

The application proposes to rezone the subject land from Highway Commercial (C3) to Highway Commercial Exception (C3-E) to add a personal service shop as a permitted use on the property and recognize five on-site parking spaces for the personal service shop use. The definition of personal service shop is: “an establishment wherein a personal service is performed. This definition may include a barber shop, a beauty salon, a dressmaking shop, a shoe repair shop, a tailor shop, a photographic studio, or similar use.” The business proposed to be established on the property is a spa.

The property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan and is Zoned Highway Commercial (C3) in the Town of New Liskeard Zoning By-law 2233.



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

Written comments on this application may be forwarded to the City prior to the hearing.

If you are receiving this notice as the owner of a multi-unit residential building, please post this notice in a location that is visible to all of the residents.

If you wish to be notified of the decision of the City of Temiskaming Shores on the proposed Zoning By-law Amendment, you must make a written request to the City of Temiskaming Shores at the address below.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of City of Temiskaming Shores to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

Additional information pertaining to the application is available for review between 8:30 a.m. and 4:30 p.m. at City Hall, or by contacting the undersigned.

Dated this 15th day of March, 2017.

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



Box 608, Little Current, Ontario, P0P 1K0
705-368-3500

March 17, 2017

Premier Wynne
Suite 101 - 795 Eglinton Avenue East
Toronto, Ontario
M4G 4E4

Dear Ms. Wynne:

Please find below a copy of a recent resolution passed by our Council:

Resolution No. 55-03-2017

Moved by: W. Koehler

Seconded by: P. Skippen

Whereas the Premier has announced that Ontario Hydro will be waiving delivery fees for customers who reside on First Nation reserves and settlements in Ontario;

And whereas the many families in the Town of Northeastern Manitoulin and the Islands are having trouble meeting their financial commitments because of the exorbitant delivery fees charged by Ontario Hydro;

Now therefore be it resolved that the Council for the Town of Northeastern Manitoulin and the Islands requests that the Province of Ontario treat all of Ontario Hydro's customers equally and eliminate the delivery fees for residents of the Town of Northeastern Manitoulin and the Islands.

Be it further resolved that, in the interest of transparency, Ontario Hydro explain to the municipalities which cost costing measures or alternative revenue sources will be put in place to replace the revenue losses it experiences from the elimination of the delivery charge to its customers.

And further that a copy of this resolution be sent to Premier Wynne, Minister Thibeault, and the other municipalities in the Province of Ontario.

Carried

Yours truly,

Pam Cress
Clerk

South Temiskaming Cultural Sustainability Project

To whom it may concern,

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

As you know this event takes place every year the last weekend of September. The dates this year are Sept 29, 30 and Oct 01. I currently have over 50 activities that are taking place in the district and have a number of new activities lined up for this year.

Temiskaming Shores placed 9th in all towns and cities with a population of under 50,000 in all of Canada.

I am therefore requesting the free use of either the River Side or the Community Hall for the 30th and 1st of October.

I am also requesting the use of the swimming pool, the skating rinks in New Liskeard and Haileybury as well as the skateboard park.

At this time I would also request that the the Town Mayor or a representative, declare Culture Days open and raise the Culture Days Flag that we received last year. New Liskeard and Cobalt were

two of only 17 communities to receive the flags that were given out last year in the Province of Ontario.

I will make one more request, and that is that the members of the Town Council come up with an event or events, ie, the Fire Departments (to engage children in a safety event), something historical, a Culture Days race, a year 150 celebration). There are many things that the council could do to participate.

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

Yours truly,
Pam Mackenzie
Culture Days Coordinator



Mr. James Franks
Economic Development and Funding Coordinator
CORPORATION OF THE CITY OF TEMISKAMING SHORES (THE)
Post Office Box 2050
Haileybury, Ontario
P0J 1K0

Title of Project: Temiskaming Shores Summerfest

Dear Mr. Franks:

On behalf of the Minister of Canadian Heritage, it is my pleasure to inform you that your application for funding has been approved.

A Grant in the amount of \$5,000 will be awarded to help your organization carry out its activities, under the Celebration and Commemoration Program, Celebrate Canada Component. This funding will be allocated over one government fiscal year 2017-2018 and will be subject to certain terms and conditions, the appropriation of funds by Parliament, and the budget levels of the Program.

One of our program representatives will be in contact with you in the near future to review the terms and conditions related to this funding.

In closing, I would like to take this opportunity to wish you and the members of your organization the greatest success in your endeavours.

Sincerely,

Seema Jethalal
Regional Director General
Ontario Region



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on January 25, 2017 at 6:30 P.M.

Kirkland Lake – Timiskaming Health Unit Boardroom

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

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jesse Foley	Municipal Appointee for Temiskaming Shores
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe (<i>Teleconference</i>)
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan

Regrets

Sherri Louttit	Provincial Appointee
Maria Overton	Provincial Appointee
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart

Timiskaming Health Unit Staff Members

Randy Winters	Director of Corporate Services, CEO (A)
Kerry Schubert-Mackey	Director of Community Health
Rachelle Leveille	Executive Assistant

3. **ELECTIONS OF OFFICERS/APPOINTMENT OF SUB-COMMITTEES**

Nominations were opened by Mr. Randy Winters.

a. **ELECTION OF CHAIRPERSON**

MOTION #1R-2017

Moved by: Jesse Foley

Seconded by: Sue Cote

That the Board of Health approves the appointment of Carman Kidd as Chairperson for the Timiskaming Board of Health for year 2017.

CARRIED

b. **ELECTION OF VICE-CHAIR**

MOTION #2R-2017

Moved by: Mike McArthur

Seconded by: Jean-Guy Chamaillard

That the Board of Health approves the appointment of Tony Antoniazzi as Vice-Chair for the Timiskaming Board of Health for year 2017.

CARRIED

c. **APPOINTMENT OF AUDITORS**

MOTION #3R-2017

Moved by: Sue Cote

Seconded by: Tony Antoniazzi

That the Board of Health approves the appointment of Kemp Elliott & Blair as auditors for the Timiskaming Health Unit for the calendar year of 2017.

CARRIED

d. **APPOINTMENT OF SIGNING OFFICERS**

MOTION #4R-2017

Moved by: Sue Cote

Seconded by: Kathleen Bougie

That the Board of Health approves the appointment of the following individuals for year 2017:

- Carman Kidd, Chair (*ex officio*)
- Mike McArthur
- Jesse Foley
- Tony Antoniazzi
- Randy Winters, Director of Corporate Services

CARRIED

e. **APPOINTMENT OF FINANCE/AUDIT SUB-COMMITTEE****MOTION #5R-2017**

Moved by: Sue Cote

Seconded by: Kim Gauthier

That the Board of Health approves the appointment of the following individuals for year 2017:

- Carman Kidd, Chair (*ex officio*)
- Tony Antoniazzi
- Maria Overton
- Audrey Lacarte
- Randy Winters, Director of Corporate Services

CARRIED

f. **APPOINTMENT OF GRIEVANCE/PERSONNEL SUB-COMMITTEE****MOTION #6R-2017**

Moved by: Jean-Guy Chamaillard

Seconded by: Kathleen Bougie

That the Board of Health approves the appointment of the following individuals for year 2017:

- Sherri Louttit
- Mike McArthur
- Sue Cote
- Jesse Foley
- Tony Antoniazzi, Vice-Chair, *ex officio-to replace Chair due to Conflict of Interest*
- Randy Winters, Director of Corporate Services

CARRIED

g. **APPOINTMENT OF POLICY/PROCEDURE SUB-COMMITTEE****MOTION #7R-2017**

Moved by: Jesse Foley

Seconded by: Sue Cote

That the Board of Health approves the appointment of the following individuals for year 2017:

- Carman Kidd, Chair (*ex officio*)
- Sue Cote
- Sherri Louttit
- Kim Gauthier
- Rachelle Cote, Executive Assistant

CARRIED

4. **APPROVAL OF AGENDA**

MOTION #8R-2017

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on January 25, 2017, as presented.

CARRIED

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

None.

6. **APPROVAL OF MINUTES**

MOTION #9R-2017

Moved by: Sue Cote

Seconded by: Mike McArthur

Be it resolved that the Board of Health approves the minutes of its regular meeting held on December 7, 2016, as presented.

CARRIED

7. **BUSINESS ARISING**

None

8. **REPORT OF THE CHIEF EXECUTIVE OFFICER (A)**

The CEO Report was reviewed by the Board for information. In follow up to the BFI accreditation, the BFI assessors were on site January 18-20, 2017 where most of the staff, several clients and some external partners were interviewed. THU passed with condition. More work needs to be done regarding the peer support implementation. Completion due in 60 days.

9. **FINANCE SUB-COMMITTEE UPDATE**

a. **Finance Minutes**

Minutes of November 24, 2016 were distributed for information. Currently working on finalizing the 2016 year end. Auditors are scheduled to review in the next few months.

b. **Financial Controls Checklist**

A financial control checklist was submitted for Board of Health review. The checklist was reviewed internally to ensure proper financial controls are in place. Management will forward to the Ministry as part of the Q4 reporting.

MOTION #10R-2017

Moved by: Kim Gauthier

Seconded by: Jesse Foley

Be it resolved that the Board of Health acknowledges receipt of the Financial Controls Checklist.

CARRIED

10. MANAGEMENT REPORTS

The 2016 Q4 Board Report and Staff List was reviewed by the Board for information.

11. NEW BUSINESS

None

12. CORRESPONDENCE**MOTION #11R-2017**

Moved by: Mike McArthur

Seconded by: Kathleen Bougie

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

- North Bay Parry Sound District Health Unit
Resolution BOH/2016/11/10 to endorse a position statement that gambling expansion has adverse health impacts on individuals and to recommend the district municipalities to collaborate with HU to develop and employ strategies that prevent or mitigate gambling-related harm and to protect vulnerable populations at risk of gambling addictions.
- Huron County Health Unit
Letter to Health Canada to express support for the federal's government to consider marketing restrictions as part of the Healthy Eating Strategy; Bill S-228, prohibiting the advertisement of food and beverages to children under the age of 13 years and Bill C-313, which focuses on the advertising and amending the broadcasting Act.
- Middlesex-London Health Unit
-Letter to the College of Physicians and Surgeons of Ontario to request consideration in issuing guidance to Ontario physicians to have the conversation with each patients that receive opioids about the risk of addiction and overdose and to prescribe naloxone to have in the home of each such patient?
- Letter to Health Canada to express support for the federal's government to consider marketing restrictions as part of the Healthy Eating Strategy; Bill S-228, prohibiting the advertisement of food and beverages to children under the age of 13 years.
- The Regional Municipality of Durham
-Letter to Prime Minister to support the correspondence from Peterborough Public Health urging the Governments of Canada and Ontario to provide student nutrition programs with enhanced and stable funding to meet the needs of all elementary and secondary students.
-Letter to support the correspondence from Peterborough Public Health regarding Bill S-228, the intent to restrict the marketing of food and beverages to children.
- The Regional Municipality of Durham
Letter to the Premier to support the correspondence from Peterborough Public Health urging the Government of Ontario to continue provincial monitoring of food insecurity rates, to participate in a pan-Canadian food insecurity strategy as proposed by the Dietitians

of Canada and to use the costs of nutritious food basket in setting the social assistance rates.

- Simcoe Muskoka District Health Unit
Letter to MOHLTC to recommend the inclusion of marijuana (medicinal and recreational) as a prescribed product or substance under the auspices of Bill 178, Smoke-Free Ontario Amendment Act, 2016.
- Huron County Health Unit
Motion to endorse the correspondence from Peterborough Public Health regarding the increase of the annual HPV/Immunization Program Funding.
- Town of Cobalt
Resolution to support the resolution from the THU regarding a comprehensive approach to addressing overweight and obesity.

CARRIED

Audrey Lacarte disconnected from the teleconference line at 6:57 p.m.

13. **IN-CAMERA**

MOTION #12R-2017

Moved by: Jesse Foley

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to move in-camera at 6:58 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (December 7, 2016)
- b. OPSEU Collective Agreement 2016-2020
- c. MOH/CEO Application-Interview Timelines
- d. Identifiable Individual

CARRIED

14. **RISE AND REPORT**

MOTION #13R-2017

Moved by: Sue Cote

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health agrees to rise with report at 7:25 p.m.

In-Camera Minutes

MOTION #14R-2017

Moved by: Kathleen Bougie

Seconded by: Mike McArthur

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on December 7, 2016 as presented.

OPSEU Collective Agreement 2016-2020

MOTION #15R-2017

Moved by: Sue Cote

Seconded by: Kathleen Bougie

Be it resolved that the Board of Health ratifies the 2016-2020 Collective Agreement with OPSEU Local 674 as per the proposed changes listed.

CARRIED

15. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on March 1, 2017 at 6:30 p.m. in New Liskeard.

16. **ADJOURNMENT**

MOTION #16R-2016

Moved by: Mike McArthur

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:30 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

Minutes of the Regular Meeting of the Board
held on Wednesday, January 18, 2017, 5:30 p.m.
at the Englehart Medical Clinic - 63, 5th Street

PRESENT: Jim Whipple – Chair; Doug Jelly – Vice-Chair; Patricia Hewitt; Clermont Lapointe; Norm Mino; Todd Morgan; Don Studholme, CAO

REGRETS: Cliff Fielder; Tina Sartoretto

STAFF: Janice Loranger, Director of Finance; John McCarthy, EMS Chief

MEDIA: Darlene Wroe, Temiskaming Speaker

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:30 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2017-01 MOVED by Clermont Lapointe and SECONDED by Norm Mino

THAT the agenda of the regular meeting of the Board held on January 18, 2017 be approved as presented.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2017-02 MOVED by Patricia Hewitt and SECONDED by Norm Mino

THAT the minutes of the regular Board meeting held on December 14, 2016 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Don Studholme, CAO, reported to the Board that approximately 80 people attended the Regional Gathering event that took place on January 11th, 2017. The main focus was to explore the concept of regional hubs in the South of the district.

6.0 OTHER BUSINESS

6.1 Election of Board Chair and Vice-Chair

Don Studholme, CAO, facilitated the election process for Board Chair. The First Call for Nominations was made and Jim Whipple was nominated by Doug Jelly, seconded by Patricia Hewitt. The Second and Third Call for Nominations were held and no other nominations were made. Jim Whipple allowed his name to stand for election. Nominations were closed.

Resolution # 2017-03 MOVED by Doug Jelly and SECONDED by Patricia Hewitt

That the nominations for the Chair be closed.

CARRIED.

Resolution # 2017-04 MOVED by Doug Jelly and SECONDED by Patricia Hewitt

THAT the nominee Jim Whipple be appointed the position of Chair of the District of Timiskaming Social Services Administration Board for the year 2017.

CARRIED.

Don Studholme, CAO, facilitated the election process for Board Vice-Chair. The First Call for Nominations was made and Doug Jelly was nominated by Jim Whipple, seconded by Patricia Hewitt. The Second and Third Call for Nominations were held and no other nominations were made. Doug Jelly allowed his name to stand for election. Nominations were closed.

Resolution # 2017-05 MOVED by Doug Jelly and SECONDED by Patricia Hewitt

That the nominations for the Vice-Chair be closed.

CARRIED.

Resolution # 2017-06 MOVED by Doug Jelly and SECONDED by Patricia Hewitt

THAT the nominee Doug Jelly be appointed the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year 2017.

CARRIED.

6.2 Update By-law and Policy

Don Studholme, CAO, presented this item for discussion and guidance. The Board directed the CAO to update the Governance By-Law and the Board Roles, Conduct and Responsibilities Policy documents to bring them into our present format. The revised documents will be presented at the February regular meeting for the Board's approval.

6.3 Board Expenses

Don Studholme – CAO, presented this item for approval.

Resolution # 2017-07 MOVED by Clermont Lapointe and SECONDED by Norm Mino

THAT the Board expenses for 2016 be approved as presented.

CARRIED.

6.4 EMS Chief Update

John McCarthy, EMS Chief, presented this item for information.

6.5 2017 Budget

Don Studholme, CAO, presented this item for information and discussion. The final 2017 DTSSAB Budget will be presented during the next meeting of February 15, 2017 for Board approval.

6.6 2016 Q4 CAO Operational Overview Board Report

Don Studholme, CAO, presented this item for information.

7.0 ADJOURNMENT / NEXT MEETING

Resolution # 2017-08 MOVED by Doug Jelly and SECONDED by Patricia Hewitt

RESOLVED THAT the Board meeting be hereby adjourned at 7:36 p.m.

AND that the next meeting be held on February 15, 2017, in Englehart or at the call of the Chair.

CARRIED

Minutes signed as approved by the Board:



Board Chair

Feb 15, 2017
Date

Recorder: Lise Gauvreau



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

Minutes of the Regular Meeting of the Board
held on Wednesday, February 15, 2017, 5:30 p.m.
at the NEOFACS Boardroom – 40 Third Street, Englehart

PRESENT: Jim Whipple – Chair; Doug Jelly – Vice-Chair; Cliff Fielder; Patricia Hewitt; Clermont Lapointe; Norm Mino; Todd Morgan; Tina Sartoretto; Don Studholme, CAO

STAFF: Kelly Black, Social Housing Manager; Steve Cox, Social Housing Maintenance Supervisor; Janice Loranger, Director of Finance; John McCarthy, EMS Chief

MEDIA: Darlene Wroe, Temiskaming Speaker

MEMBER OF THE PUBLIC: Reeve Merrill Bond, Municipality of Charlton and Dack

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:30 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2017-08 MOVED by Clermont Lapointe and SECONDED by Doug Jelly

THAT the agenda of the regular meeting of the Board held on February 15, 2017 be approved as presented.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2017-09 MOVED by Patricia Hewitt and SECONDED by Doug Jelly

THAT the minutes of the regular Board meeting held on January 18, 2017 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Don Studholme, CAO, reported that the Governance By-Law and Board Roles document and the Conduct and Responsibilities Policy will be updated as per the Board's direction and will be presented for approval at the next regular meeting.

6.0 OTHER BUSINESS

6.1 Social Housing Write-Offs

Kelly Black, Social Housing Manager, presented this item for information and for approval.

Resolution # 2017-10 MOVED by Cliff Fielder and SECONDED by Norm Mino

THAT the Board approve to write off \$25,472.00 of uncollected rent and maintenance charges from former tenants for the 2016 fiscal year.

CARRIED.

6.2 HSC Asset Planner Data Update, Social Housing Improvement Program (SHIP)

Kelly Black, Social Housing Manager, presented this item for recommendation and for approval.

Resolution # 2017-11 MOVED by Cliff Fielder and SECONDED by Tina Sartoretto

THAT the Board commits \$98,426 (plus HST) to retain Housing Services Corporation (HSC) to provide the following end-to-end proprietary, technical services:

- i) **data validation of the condition of our social housing buildings,**
- ii) **updated data entry into the Asset Planner asset management software**

CARRIED.

6.3 2-Stop Elevator Retrofit, Social Housing Improvement Program (SHIP)

Kelly Black, Social Housing Manager, presented this item for recommendation and for approval.

Resolution # 2017-12 MOVED by Clermont Lapointe and SECONDED by Doug Jelly

THAT the Board approve that Architecture 49 Inc. issue a Request for Proposal (RFP) for the construction of a Limited Use/Limited Access (LU/LA) 2-stop elevator at 100 Market Street in New Liskeard, ON at an estimated cost of \$420,672 plus HST.

CARRIED.

6.4 Disposal of Property – Family Units in Kirkland Lake

Kelly Black, Social Housing Manager, presented this item for information.

Kelly Black and Steve Cox left the meeting at 6:30 p.m.

6.5 2017 Budget

Don Studholme, CAO, presented this item for approval.

Resolution # 2017-13 MOVED by Clermont Lapointe and SECONDED by Cliff Fielder

THAT the Board approve the 2017 Budget for a total cost of \$31,959,882 with a municipal apportionment of \$6,647,499 and the Territories Without Municipal Organization (TWOMO) of \$1,541,058. Furthermore, that the Board remove \$300,000 for the working fund reserve and apply it to the Municipal and TWOMO billing to reduce the direct financial impact on both sections of the budget.

CARRIED.

6.6 CAO Report

Don Studholme, CAO, presented this item for information.

6.6 DSSAB Act Review

Don Studholme, CAO, presented this item for information.

Janice Loranger, Merrill Bond and Darlene Wroe left the meeting at 6:50 p.m.

7.0 In Camera Session

Resolution # 2017-14 MOVED by Norm Mino and SECONDED by Patricia Hewitt

THAT the Board move into the in camera session to discuss one personnel issue and one collective agreement issue.

CARRIED.

8.0 Return to the Regular Meeting

Resolution # 2017-15 MOVED by Tina Sartoretto and SECONDED by Cliff Fielder

THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board with report at 7:15 p.m.

Resolution # 2017-16 MOVED by Clermont Lapointe and SECONDED by Tina Sartoretto

THAT the Board remove \$81,350.85 from the EMS Severance Reserve to address an EMS personnel issue.

9. ADJOURNMENT / NEXT MEETING

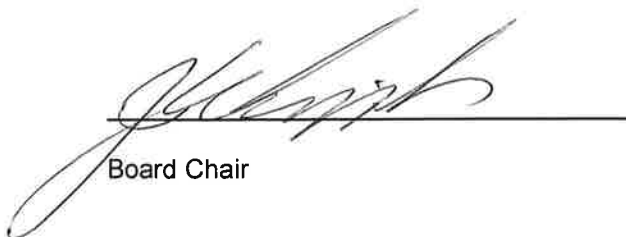
Resolution # 2017-17 MOVED by Tina Sartoretto and SECONDED by Cliff Fielder

RESOLVED THAT the Board meeting be hereby adjourned at 7:19 p.m.

AND that the next meeting be held on March 15, 2017, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:


Board Chair

March 15, 2017
Date

Recorder: Lise Gauvreau



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

**Agenda of the Regular Meeting of the Board
held Wednesday, March 15, 2017 at 5:30 p.m.**

NEOFACS Boardroom – 40 Third Street, Englehart

1.0 Disclosure of Pecuniary Interest

2.0 Petitions and Delegations

3.0 Additions to Agenda/ Acceptance of Agenda

4.0 Adoption of Previous Minutes – February 15, 2017

5.0 Business Arising from Previous Minutes

6.0 Correspondence

6.1 Resolution 2017-038 from the Village of Thornloe

7.0 Other Business

7.1 Ryerson University Research Project: Inclusive Early Childhood Service System

7.2 Staffing Changes - Children's Services

7.3 South Unincorporated Board Member

8.0 In Camera Session

9.0 Return to Regular Meeting

10.0 Adjournment/ Next Meeting:

April 26, 2017 – NEOFACS' boardroom, 40 Third Street, Englehart

**EARLTON-TIMISKAMING REGIONAL
AIRPORT AUTHORITY (ETRAA)
MINUTES**

Thursday, February 23, 2017
Corporation of the Township of Armstrong
Council Chambers
Earlton, Ontario

Attendance: Marc Robillard, Barbara Beachey, Bryan McNair, Henry Baker,
Pauline Archambault, Carman Kidd, Morgan Carson, Debbie Veerman,
Earl Read, Kevin Leveille, Harold Cameron, Sheila Randell

Guests: Paul Crombeen (Kemp Pirie Crombeen)

Regrets: Doug Metson

Absent : Ken Laffrenier, Charlie Codd

1. Welcome - Meeting called to order

Moved by: Bryan McNair

Seconded by: Earl Read

BE IT RESOLVED THAT "the meeting of February 23, 2017 be called to order at 6:31 p.m.

Carried

2. Approval of Agenda

Moved by: Bryan McNair

Seconded by: Earl Read

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

Carried

3. Approval of Minutes

Moved by: Pauline Archambault

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Minutes of the meeting held February 16, 2017, be adopted as presented."

Carried

4. Business Arising from Minutes

There was no business arising from minutes

5. Banking Arrangements

MSB to hold a special meeting to pass a motion to transfer funds.

6. Discussion regarding setting up of sub-committees.

Discussion was held concerning the duties and responsibilities of the various committees.

Moved by : Henry Baker

Seconded by: : Pauline Archambault

BE IT RESOLVED THAT "the following members be accepted to sub-committees as required:"

Finance : Kevin Leveille and Marc Robillard

Human Resources : Morgan Carson and Debbie Veerman

Property & Maintenance : Doug Metson and Bryan McNair

Carried

7. Any New Business

Moved by : Marc Robillard

Seconded by: Kevin Leveille

WHEREAS "the Drag Races want to continue at the Airport;

BE IT RESOLVED THAT "the ETRAA allow the Drag Races to be held at the Airport in 2017, as long as the ETRAA gets a commitment from the Flight School to suspend the Flight School during the Drag Race Event.

Drag Race Committee to provide proof of insurance, and their Financial Statements for 2016 and 2017."

Carried

8. Closed Session:

Moved by : Pauline Archambault

Seconded by: Henry Baker

BE IT RESOLVED THAT "the ETRAA approve to convene in Closed Session at 7:05 p.m.

Carried

Moved by : Marc Robillard

Seconded by : Kevin Leveille

"WHEREAS the FTU (Flight Training Unit) does not agree with the motion passed by the MSB for their landing fees:

THEREFORE, BE IT RESOLVED THAT "the ETRAA hire Paul Crombeen to forward a registered letter, with the statement listing the accounts receivable as of Feb. 28, 2017."

Carried

Moved by : Kevin Leveille

Seconded by : Marc Robillard

BE IT RESOLVED THAT "the ETRAA send a registered letter to Wabusk Air."

Carried

Moved by : Barbara Beachey
Seconded by : Pauline Archambault
BE IT RESOLVED THAT "the ETRAA approve to adjourn closed session at 7:30 p.m."

Carried.

9. Adjournment

Moved by : Pauline Archambault
Seconded by : Henry Baker
BE IT RESOLVED THAT "this meeting be adjourned at 7:45 p.m."

Next meeting will be an Executive Meeting on March 16, 2017.


Chair



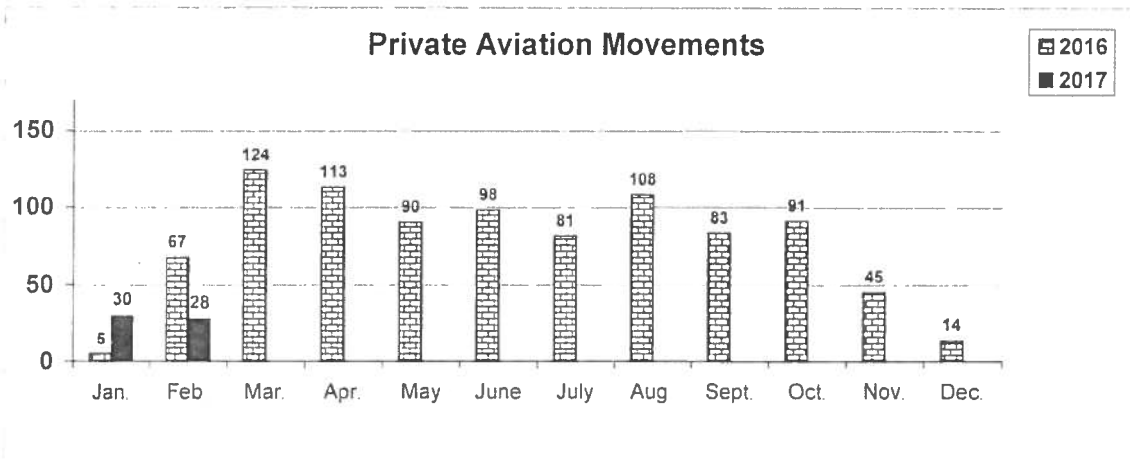
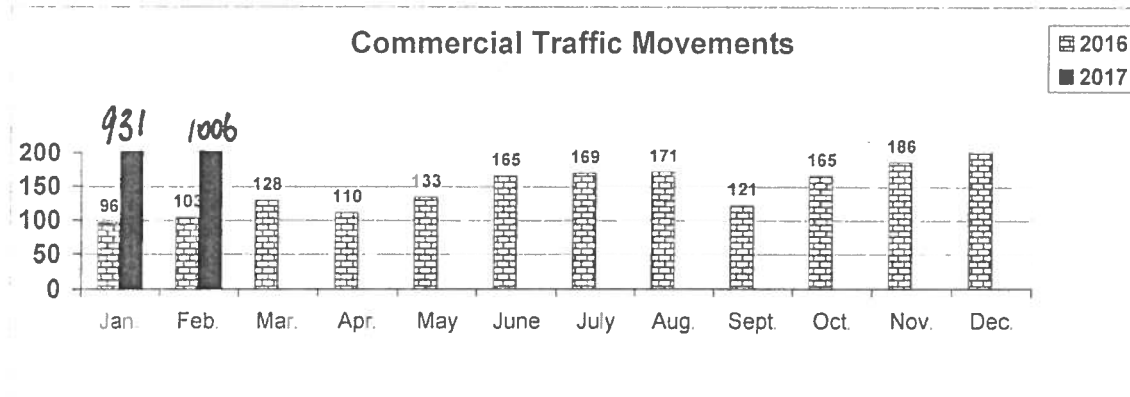
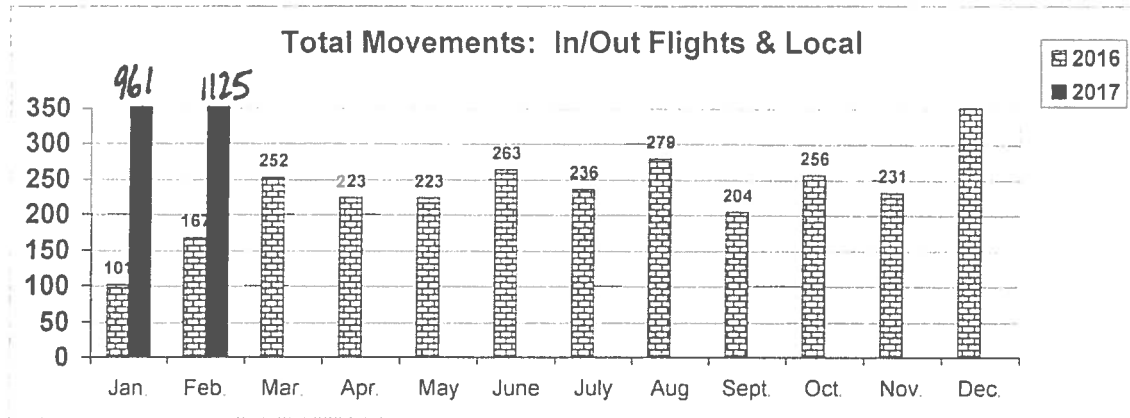

Secretary

EARLTON-TIMISKAMING REGIONAL AIRPORT FEBRUARY 2017

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$13,399	\$23,747
Operations	\$6,797	\$14,774
	<hr/>	<hr/>
	\$20,196	\$38,521
 <u>EXPENSES</u>		
Fuel	\$14,534	\$19,493
Operations	\$28,697	\$58,047
Capital Expenses		
	<hr/>	<hr/>
	\$43,231	\$77,540
 <u>NET PROFIT/LOSS</u>		
Fuel	-\$1,135	\$4,254
Operations	-\$21,900	-\$43,273
Capital Expenses		
	<hr/>	<hr/>
	-\$23,035	-\$39,019
 <u>FUEL INVENTORY - JET A1</u>	\$ 2,619	
<u>FUEL INVENTORY - AVGAS</u>	\$ 4,821	
<u>FUEL INVENTORY - DIESEL</u>	\$ 4,391	

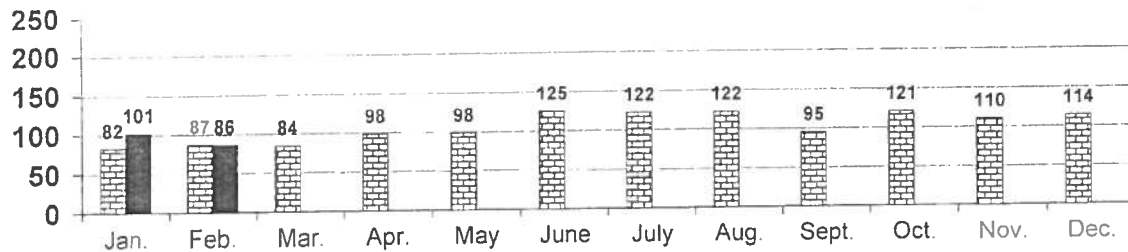
ANNUAL AIRCRAFT MOVEMENTS

AS OF FEBRUARY 28, 2017



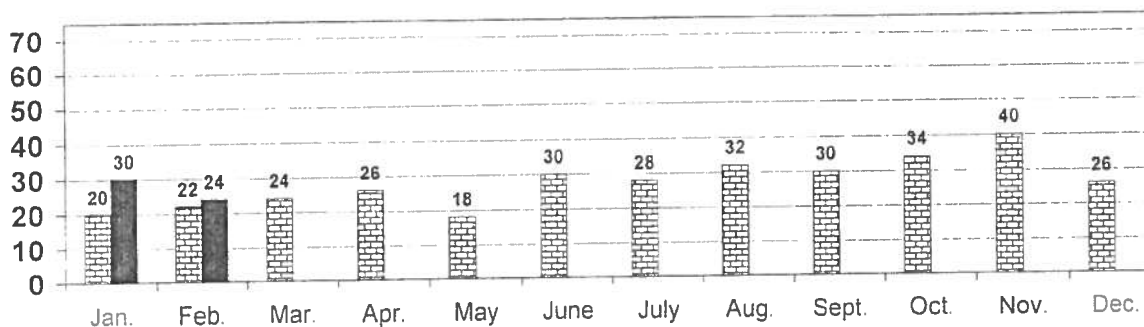
Air Carriers Movements

2016
2017



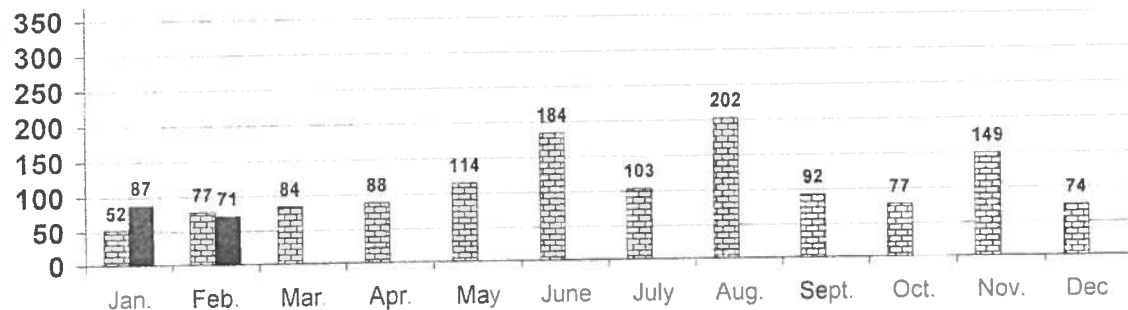
Air Ambulance Movements

2016
2017



Pgrs. via Air Charter

2016
2017



AIRPORT MANAGER'S REPORT FEBRUARY 2017

Avgas sales:

4903 litres of Avgas were sold in February. This beats last month's sales, and sets a new record for February. Coupled with 3306 litres of Jet A1 gives a record 8209 litres of combined sales going back ten years.

AOM Approved!

The "new original" Airport Operations Manual was approved by Transport Canada, after a flurry of last minute changes, on February 28, 2017. It is now in a PDF file which will allow for easier revision.

Interim Airport Certificate:

This certificate was issued effective March 1st, 2017 to indicate the operator transfer of the Airport from The Corporation of the Township of Armstrong to the Earleton-Timiskaming Regional Airport Authority. Our first amendment to our new AOM will be to change the name of the operator.

AE:

The new Accountable Executive for the Airport Authority is the newly elected Airport Authority Chairman, Carman Kidd. The paperwork has been submitted to TC (Transport Canada), and AE training has been scheduled.

Harold Cameron
Earleton-Timiskaming Regional Airport Manager

Community Contribution Summary
2017 Sharing Contribution
Per Capita Contribution - \$9.03

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$11,423	
Casey	374	\$3,377	
Chamberlain	346	\$3,124	
Charlton and Dack	670	\$6,050	
Coleman	531	\$4,795	
Englehart	1546	\$13,960	
Evanturel	464	\$4,190	
Harley	526	\$4,750	
Hilliard	227	\$2,050	
Hudson	457	\$4,127	
James	474	\$4,280	
Temiskaming Shores	10125	\$91,429	
Thornloe	110	\$993	
Total Contributions	17115	\$154,548	\$0.00

Donation

Kerns	349	\$3,151	
Total Contributions		\$157,699	\$0

As of March 9, 2017

1. CALL TO ORDER

The meeting was called to order at 8:37 a.m.

2. ROLL CALL

- Mayor Carman Kidd Chris Oslund, City Manager
- Councillor Doug Jelly Councillor Patricia Hewitt
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Robert Beaudoin, Environmental Superintendent
- Jamie Sheppard, Roads Superintendent
- Airianna Misener, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

5. APPROVAL OF AGENDA

Recommendation PW-2017-009

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee agenda for the March 16, 2017 meeting be approved as printed.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2017-010

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee minutes for the February 23, 2017 regular meeting be adopted as presented.

Carried

7. CORRESPONDENCE

- Public Works Suggestions

The following requests / suggestions were received.

- Walking trail or sidewalk along Shepherdson Road from the top of Cemetery Hill to the Hospital.
- Installation of a street light at the west end of Agnes Street.

The Committee reviewed the requests. The Committee had concerns with the construction of a sidewalk along Shepherdson due to the busy nature of traffic along the road. Staff will look at the possibility of installing the requested street light. The Committee advised staff to draft correspondence.

8. PRESENTATIONS

- None

9. UNFINISHED BUSINESS

9.1 AMEC – New Waste Management Capacity

Previous Discussion:

AMEC is currently scheduling the work associated with the proposal approved by Council, as per the Ministry's requirements.

Discussion:

The ministry requested AMEC to provide additional information regarding the EA.

9.2 Access Control Policy – Entrance Permits

Previous Discussion:

No update.

Discussion:

No update.

9.3 Lorne Street and FPT 26 lot Subdivision Update

Previous Discussion:

No update.

Discussion:

No update.

9.4 Public Works Staff Training

Previous Discussion:

Doug Walsh provided the following Public Works staff training updates:

- Registrations completed for the OIT course in Timmins
- Looking to schedule a group training day with all public works staff
- Staff will participate in the upcoming hydrant training

Discussion:

Doug Walsh provided the following Public Works staff training updates:

- Public Works and Recreation staff completed the propane handling course. Currently looking into the train the trainer course to have one member from the City trained to provide future staff training.
- Plans for a group training day are on-going.
- Upcoming NEO Public Works annual meeting and tradeshow.
- Good Roads school in May.

9.5 Public Works Department Update

Previous Discussion:

Doug Walsh provided the following Department Update:

- 1 employee will be returning from a leave.
- 1 retirement was announced.
- Internal posting to fill the retirement vacancy.

Discussion:

Doug Walsh provided the following Department Update:

- An internal candidate was selected to fill the vacancy as a result of a recent retirement.

9.6 Full Solid Waste Management Program

Previous Discussion:

Steve Burnett reported that the recycling bins have arrived.

No update on the financials of the Cochrane Temiskaming Waste Management Board.

Discussion:

Steve Burnett provided the group with an update in regards to Bill 151. The first policy statement to be developed will be on Food and Organic Waste. Steve will continue to provide updates as they become available.

9.7 Drainage issues – Peter’s Road

Previous Discussion:

A public meeting was recently held. Overall the project is moving ahead, noted Doug Walsh.

Discussion:

Design work is on-going. Once the design components are completed a tender will be released, noted Doug Walsh.

9.8 Dymond Reservoir Upgrades

Previous Discussion:

Work on the Dymond Reservoir upgrades is complete. The invoice was sent to the school board for their portion of the project.

Discussion:

Project is complete and under budget.

9.9 Closed Roads / Old Roads

Previous Discussion:

Ongoing.

Discussion:

A meeting was scheduled with the Ministry in April to discuss this item.

9.10 Storm Sewer – Smallmans Drugstore

Previous Discussion:

No update.

Discussion:

No update.

9.11 Water Meters

Previous Discussion:

Staff presented the water meter pilot project recommendation to the Corporate Services Committee on February 2, 2017. The Corporate Services Committee provided direction to staff to move forward with a communications strategy and compile a report including budget items and that the report be presented at the next Corporate Services Committee meeting.

Discussion:

Staff will be presenting an initial project budget and communication strategy at the upcoming Corporate Services Committee meeting.

9.12 STATO Trail

Previous Discussion:

The encroachment was received. Staff are currently preparing the necessary documents.

Discussion:

The encroachment permit was received. Work will need to begin by mid-June in order to meet funding timelines. Additional bollards will be installed along the trail.

9.13 MMS Second Five - Year Review

Previous Discussion:

No update.

Discussion:

No update.

9.14 North Cobalt Water Stabilization Project – Update

Previous Discussion:

EXP is working on issues surrounding the water model and sizing of pump within the Niven Street Reservoir.

Discussion:

Received confirmation from ONR to permit open cut.

9.15 2017 Roads Surfacing Program

Previous Discussion:

This item will need Council's approval to enter into an agreement for the 2017 Roads Surfacing Program.

Discussion:

Staff recently met with Millers to develop a work plan to be presented to Council for approval.

9.16 Clean Water Wastewater Fund – Update

Previous Discussion:

No update.

Discussion:

No update.

9.17 Temiskaming Shores Infrastructure Upgrades & Gray Road – Update

Previous Discussion:

Doug Walsh provided the committee with a project update.

Discussion:

The project is progressing well, noted Doug Walsh.

9.18 Pronor Development

Previous Discussion:

A response was received from ProNor, this item will be discussed at the Protection to Persons and Property Committee meeting this afternoon, noted Steve Burnett.

Discussion:

This item was discussed at the Protection to Persons and Property Committee.

9.19 Roads Needs Study

Previous Discussion:

City staff continues to gather the necessary data for the roads needs study. Sign reflectivity/ inventory is nearing completion. As of today 4000 signs have been tested, noted Doug Walsh. The City will establish a sign replacement strategy based on priority signs.

Discussion:

On-going.

9.20 Aginco Eagle Landfill Request

Previous Discussion:

A meeting between City Staff and representatives from Agnico Eagle was recently held regarding a request to deposit contaminated material in the Haileybury Landfill at time of closure. Staff approved of this request with Agnico Eagle being responsible for obtaining all approvals associated.

Discussion:

No update.

9.21 WWOTC Proposal

Previous Discussion:

The Committee was presented with a copy of the WWOTC proposal. Doug Walsh and Steve Burnett met with the owner/operator of WWOTC and discussed training possibilities. Doug suggested this service could be used for all City staff training and offers improved services such as no minimum sign up requirements. Doug was seeking the Committees feedback with regards to such proposal and whether it should be investigated further.

Recommendation PW-2017-007

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee hereby recommends City staff further explore the WWOTC proposal.

Carried

Discussion:

WWOTC is willing to do a presentation on the training services they provide.

9.22 Winter Maintenance Agreement – Highway 11 B

Previous Discussion:

Doug Walsh reviewed the winter maintenance proposal between the City and the Ministry of Transportation Ontario. Staff will further discuss this item with the MTO.

Discussion:

A draft agreement has been received. A memo will be presented to Council.

9.23 Chamber of Commerce parking lot winter maintenance

Previous Discussion:

City staff expressed concerns regarding the Chamber of Commerce parking lot during the winter season. Christopher Olsund asked Doug Walsh to ensure the Public Works Department staff monitor the laneway into the chamber during the current seasons winter operations, as a service bus carrying passengers is now utilizing this laneway. City staff look to schedule a meeting with the ONTC to discuss this item further and look at cost sharing to subcontract the winter maintenance of this parking lot.

Discussion:

City staff met with ONTC and the Chamber to discuss parking lot maintenance.

10. NEW BUSINESS

10.1 Blackwall Street Engineering Proposal

Discussion:

As part of the 2017 Budget deliberations, Council approved a Public Works request that \$75,000 be allocated within the Capital Budget for the detailed design of the Albert Street reconstruction. The completion of the engineering assignment will result in a “shovel ready” project for nomination and consideration when future funding opportunities become available. With the proposal being less than anticipated and budgeted price, staff requested that the successful proponent provide a cost estimate to complete similar work on Blackwall Street. The cost for both projects was under the 2017 Capital Budget Allocation of \$75,000 and therefore Doug Walsh was recommending that the Committee consider awarding the completion of both projects to exp Services Inc as a stand-alone agreement.

Recommendation PW-2017-011

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee hereby supports the memo to complete the engineering work for both projects.

Carried

10.2 NEOPWO Managers Session

Discussion:

Doug Walsh discussed the upcoming NEOPWO Manager Session; this item will be discussed at the next regular Council meeting to see if there is interest in attending the session.

10.3 MOU Ontario Good Roads Association

Discussion:

Doug Walsh indicated that during discussions at the recent Ontario Good Roads Association Conference, Public Works staff were advised of an opportunity to enter into a MOU with OGRA and Marmak which would involve a total of up to ten locals, using the data contained in the MDW software for the municipality to develop a comprehensive Asset Management Plan which would conform to the regulations currently being considered by the Province. The Committee provided the following recommendation supporting the involvement.

Recommendation PW-2017-012

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee hereby supports the involvement in the Municipal data works project.

Carried

10.4 OCWA Proposal

Discussion:

Steve Burnett provided the Committee with an update in regards to Overall Responsible Operator (ORO) services. Steve explained that as a result of the recent upgrades to the distribution system in New Liskeard and Dymond such resulted in a classification change from 2 to 3. Ministry requires that an ORO must be certified to the same level as the system is classified.

At this point we don't have any employees with their class 3. Therefore, OCWA proposes to supply the ORO services and management of the City's QMS for water distribution at no additional cost to the current O&M agreement. Staff will continue to move toward obtaining class 3 certification.

Recommendation PW-2017-013

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee hereby recommends that OCWA becomes the Overall Responsible Operator for the City's water distribution systems.

Carried

11. ADMINISTRATIVE REPORTS

Doug Walsh provided the Committee with an overview on the following memos.

- MEMO 007-2017-PW – Blackwall Street Engineering Proposal
- MEMO 006-2017-PW – NEOPWO Managers Session
- MEMO 004-2017-PW – MOU - OGRA - Asset Management
- MEMO 003-2017-PW – MTO Highway Maintenance Agreement

12. CLOSED SESSION

- None

13. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for April 20, 2017 to commence at 8:30 a.m.

14. ADJOURNMENT

Recommendation PW-2017-014

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:11 a.m.

Carried

CHAIR

RECORDER

Memo

To: Mayor and Council
From: Timothy H. Uttley, Fire Chief/CEMC
Date: April 4, 2017
Subject: Water/Ice Rescue Services

Mayor and Council:

To date in 2017 the Temiskaming Shores Fire Department has received two calls for Water/Ice Rescue services in the Township of Harris.

Unfortunately crews were unable to respond to these emergencies as the current Fire Suppression Agreement with the Township of Harris (By-Law No. 2012-191) does not indicate Water/Ice Rescue as part of the defined fire suppression services within the agreement.

On March 16, 2017 at the Protection to Persons and Property Committee meeting, Fire Department Staff discussed the provision of Water/Ice Rescue Services. As a result of these discussions, the Committee passed Recommendation No. 2017-011 recommending that By-law No. 2012-191, being a By-law to enter into a Fire Suppression Agreement with the Township of Harris, be amended to include the provision of shore based Water/Ice Rescue Services under Section 1(e).

Based on the above recommendation, the following is being recommended to Council for consideration:

1. That Council agrees with the recommendation of the Protection to Persons and Property Committee to extend shore-based Water/Ice Rescue Services to the Township of Harris; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-191, Being a By-law to enter into a Fire Suppression Agreement With the Township of Harris to include the provision of Water/Ice Rescue (shore-based only) as part of the Rescue Services for consideration at the April 4, 2017 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Timothy H. Uttley
Fire Chief/CEMC

Christopher W. Oslund
City Manager

Subject: Appointment of Volunteer Firefighters

Report No.:

PPP-002-2017

Agenda Date:

April 4, 2017

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-002-2017; and
2. That Council hereby appoints Bryce Thompson and Brian Teal as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Background

In an effort to fill a number of vacancies within the Department at Station #3, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill two Volunteer Firefighter's positions at Station #3.

Analysis

Section 4.02 of Schedule "A" to By-law No. 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill vacancies at Station #3, interviews with the candidates were conducted by the Fire Chief and the Fire Department's Interview panel. Subsequently a recommendation from the District Chief of Station #3 was provided to the Fire Chief requesting consideration of the appointment of Bryce Thompson and Brian Teal as Volunteer Firefighters to the Temiskaming Shores Fire Department.

The candidates being recommended have demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with their work and volunteer related experience, make them excellent candidates for the positions they are being recommended for.

Based on the above, I am pleased to recommend Bryce Thompson and Brian Teal as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2017 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments 2017 and 2018 operational budgets.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill a vacant position at Station #3. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 23 members Station #1.
- 23 members Station #2, and
- 20 members Station #3.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Timothy H. Uttley
Fire Chief

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: April 4, 2017
Subject: Overall Responsible Operator – Water Distribution Systems
Attachments: Appendix 01 – OCWA Proposal
Appendix 02 – Change Order Form – OCWA Agreement

Mayor and Council:

As a result of the New Liskeard and Dymond Water Distribution Systems being linked, a classification data review of the New Liskeard Water Distribution Class II system was necessary. The review was performed by the Ontario Water Wastewater Certification Office (OWWCO) which resulted in the classification being changed to Water Distribution Class III.

This classification has been approved by the Manager of Certification, Ministry of the Environment and Climate Change who is the appointed Director under O. Reg. 128/04 made under the Safe Drinking Water Act, 2002.

O. Reg. 128/04 of the Safe Drinking Water Act, 2002 requires every operator within this subsystem to be certified and the overall responsible operator (ORO) to be certified at the same classification level or higher than the Drinking-Water subsystem classification. Currently the highest level of certification any of the City's Water Distribution Operators have is Class II.

Staff met with OCWA to discuss the situation and possible options. This resulted in OCWA submitting a proposal to become the ORO and Operating Authority for the City's water distribution systems at no additional cost to the current Operation and Maintenance Agreement. The City's current Drinking Water Quality Management System (DWQMS) for water distribution would be combined with OCWA's DWQMS for water treatment. Appendix 01 outlines the proposal.

At the Public Works Committee meeting held on March 18th this proposal was discussed resulting in the following recommendation being adopted:

Recommendation PW-2017-013

Be it resolved that:

The Public Works Committee hereby recommends that OCWA becomes the Overall Responsible Operator for the City's water distribution systems.

Additional discussion was also had surrounding the continued education of the Water and Sewer Operators to maintain and upgrade certification sufficient to the classification as staff will continue to be the Operator in Charge of the water distribution systems.

Appendix 02 outlines the required Change Order Form associated with the Operation and Maintenance Agreement with OCWA - By-law No. 2016-150.

Combining OCWA's treatment DWQMS with the City's distribution DWQMS would be at a onetime cost of \$ 3,181.25 inclusive of HST. Sufficient funds have been budgeted in the Environmental Operating budget to cover costs associated with DWQMS legislation requirements.

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 and Environmental
Compliance Coordinator

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager



March 9, 2017

Temiskaming Shores Distribution ORO / Operating Authority Services

Steve Burnett
Technical and Environmental Compliance Coordinator
City of Temiskaming Shores

The recent upgrades to the distribution system in New Liskeard and Dymond have resulted in a classification change from a class 2 to a class 3 distribution system. Some OCWA employees in the Temiskaming Shores cluster have their class 3 distribution license, and have the ability to act as ORO for the system.

OCWA is proposing to modify the current O&M agreement to add OCWA as the ORO / Operating Authority for the distribution system. This proposal carries several advantages:

- It will eliminate the need for two separate DWQMS plans. Currently, one plan is maintained for the plants, and another for the distribution system. This carries extra costs to the city including internal auditing, third party auditing, plan maintenance, and management reviews to name a few. This annual cost is estimated at \$10,000 per year.
- It will enhance the communication between the city's distribution crew and OCWA employees.
- Temiskaming Shores employees will not feel pressured to upgrade licenses to a class 3 level.

The current O&M agreement can be modified to include this service with a simple amendment and OCWA is able to add this service at no additional cost to the agreement. Third party auditing costs will continue to be passed to the city at no mark-up.

In order to undertake the operational plan changes to include distribution, inform the third party auditing agency, and modify the existing plan, certain costs will be involved. It is estimated that a weeks' time is needed for this undertaking, amounting to a cost to the city of \$3,181.25

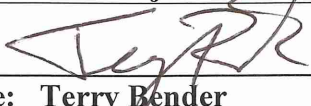
The long-term savings to the city, coupled with communications improvement will be a positive step in the continued partnership between the city and OCWA.

Thank you for considering this proposal.

Eric Nielson

Regional Hub Manager
Ontario Clean Water Agency



Change Being Requested			
Name of Change:		OCWA will now be Overall Responsible Operator (ORO) and Operating Authority for the City of Temiskaming Shores' distribution system. These changes will be made under the current O&M agreement. Project # TEMSHM5752	
Ontario Clean Water Agency (OCWA)		Per:  Name: Terry Bender Title: VP Operations	Date (YYYY/MM/DD): 2017/03/27
Client City of Temiskaming Shores		Per: _____ Name: Dave Treen Title: Clerk	Date (YYYY/MM/DD):

Adjustment	
Check Appropriate Type of Change	
Apply (Y/N)	Type of Change:
N	Adjustment to Annual Price
Y	Change to Service
Y	Impact – Term from April 1 st , 2017 to December 31, 2021 (end of contract)

Adjustment to Annual Price
Description – Attach Additional Documentation if Required
No changes

Change in Services
Description – Attach Additional Documentation if Required
Recent upgrades to the distribution system in New Liskeard and Dymond have resulted in a classification change from a Class 2 to a Class 3 distribution system. OCWA will now be the Overall Responsible Operator (ORO) and Operating Authority (OA) for the distribution system. Third party auditing costs will continue to be passed to the city at no mark-up.

Cost Breakdown for Change in Services			
Item	Quantity	One-time Cost	Annual Cost



Memo

To: Mayor and Council
Cc: Christopher Oslund, City Manager
From: Douglas Walsh, Director – Public Works
Date: April 4, 2017
Subject: 2017 Roads Program – Release of Requests for Proposals
Attachments: Appendix 01 – Summary of 2017 Roadway by Treatment

Mayor and Council:

During the 2017 budget deliberations, Council considered a number of roadway sections recommended for surface upgrades by the Public Works Committee. A total of \$784,575 was approved for capital expenditures on the roadways outlined in Appendix 01.

Beginning in 2013 Council has approved significant upgrades to various sections of roadways within the City's Roads Inventory by entering into Agreements, on an annual basis, with Miller Paving Northern. The work included in these Agreements was presented to Millers for a detailed estimate which was then discussed at the Public Works Committee, followed by approval through the Budget process and finally approved by Council, through the By-law process, as a "sole source" purchase.

In light of recent discussions regarding the Procurement Policy (By-Law No. 2017-015 enacted by Council on February 7, 2017) and based on the budget estimates, staff are recommending that the proposed work included in the 2017 Roads Program be advertised as a number of Requests for Proposals (By-Law No. 2017-015, Section 10.4) based on like work.

The first Request for Proposal (RFP) would include all sections of roadways that are to be treated with stone and emulsion (surface treatment) and the second RFP would include all roadways that are to be prepared and paved using Hot Mix Asphalt.

The above noted process may attract additional contractor interest; however, pricing may also be higher than anticipated. Following a review of the proposals received through this process, staff will report to the Public Works Committee and a recommendation will be presented to Council for consideration.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Douglas Walsh
Director – Public Works

Christopher W. Oslund
City Manager

2017 Roads Resurfacing Program

Hot Mix Paving RFP:

1) *Farah – Dixon (Regina to McCamus)*

Farah Ave – 220 metres at 8 metre width

Pulverize existing asphalt, 50 mm of Granular “A”, grade and compact, place 50 mm of Superpave 12.5.

Dixon Street – 110 metres at 9.0 metre width

Pulverize existing asphalt, place 50 mm of Granular “A”, grade and compact, place 50 mm of Superpave 12.5. (Culvert Replacement and Structure Adjustment by others).

2) *McCamus Ave (Shepherdson Road to Dixon)*

McCamus Ave. – 275 metres at 9.0 metre width

Place 50 mm of Granular “A”, grade and compact, place 50 mm of Superpave 12.5. (Structure Adjustment by others)

3) *Murray Street (May Street westward)*

Murray Street – 55 metres at 7.0 metre width

Place 50 mm of Granular “A”, grade and compact, place 50 mm of Superpave 12.5. (Structure Adjustment by others)

4) *Main Street (Ferguson to Niven)*

Main Street – Ferguson Ave. to Rorke Ave. - 320 metres at 9 metre width

Mill 50 mm existing asphalt, place tack coat, geotextile material and place 50 mm of Superpave 12.5. (Structure Adjustment by others)

Main Street – Rorke Ave – Niven St. 430 metres at 9 metre width

Mill 50 mm existing asphalt, place tack coat, geotextile and place 50 mm of Superpave 12.5. (Structure Adjustment by others)

5) Load, haul, process, place, grade and compact milled asphalt at designated location within the former Town of Haileybury.

Surface Treatment RFP:

1) Niven Street (Main to King)

Niven Street South – 2200 metres at 8.0 metre width

Place 50 mm of Granular “A”, grade and compact, place Double Surface Treatment (City to provide Class 2 Chip Aggregate)

Albert Street – 200 metres at 8.0 metre width

Place 50 mm of Granular “A”, grade and compact, place Double Surface Treatment (City to provide Class 2 Chip Aggregate)

2) Quarry Road South / (West Road to Lakeshore)

Quarry Road South – 2300 metres at 8.0 metre width

Repair surface defects on RAP and compact, place Single Surface Treatment. (City to provided Class 2 Chip Aggregate)

Edward Street – 320 metres at 8.0 metre width

Place 50 mm of Granular “A”, grade and compact, place Double Surface Treatment (City to provide Class 2 Chip Aggregate)

3) Tobler Road (Hwy 11 to Peters Road)

Tobler Road – 1600 metres at 8.0 metre width

Spot repairs to unstable areas, (replace Granular “A” and cement powder), grade, compact and place Double Surface Treatment. (City to provide Class 2 Chip Aggregate)

Subject: Tender Award – Supply of Petroleum Fuels

Report No.: PW-007- 2017

Agenda Date: April 4, 2017

Attachments

Appendix 01: Tender Review Summary

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2017;
2. That as outlined in Section 10.3 (Request for Tenders) and Section 6.0 (Approval Authority) of the City's Purchasing Policy, Council approves the award of the Tender for the supply of Petroleum Fuels to *Grant Fuels Inc.*, as outlined in the response to tender PWO-RFT-001-2017, for the period of April 1, 2017 to March 31, 2019 with a possible one (1) year extension;
3. That Council acknowledges that product pricing may only fluctuate with the increase and/or decrease of the "rack price" or government tax rates and as provided in writing, by the supplier, on a monthly basis only; and
4. That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 4, 2017 Regular Council meeting.

Background

From time to time the City of Temiskaming Shores procures various goods and services from qualified suppliers. In particular the City has not sought pricing for the supply and delivery of petroleum fuels for an extended period of time and it was deemed to be in the best interest of the municipality to explore the current options available.

The service required generally consists of supply and delivery of bulk petroleum fuels to various locations within the City of Temiskaming Shores, as described in the tender documents, in quantities estimated on previous consumption and on an "as required" basis. The product is to be deposited into City owned and maintained containers (tanks) in quantities and at times that meet the needs of the City.

The Tender documents were prepared and Tender PWO-RFT-001-2017 was distributed to previous and known potential bidders, as well as advertised on the City website, with closing date at 2:00 p.m. on March 14, 2017.

Analysis

Several tender documents were distributed and five (5) responses to the tender call were received by the closing date.

For the purpose of analysing the submissions, only the products most commonly used in large quantities (colored and clear diesel and unleaded gasoline) were used. All unit prices shown are \$/litre.

Supplier	Colored Diesel	Clear Diesel	Unlead. Gasoline	Delivery Time
Grant Fuels	\$0.8328	\$0.9944	\$1.0147	4 Hrs.
Ultra Mar	\$0.8871	\$1.0487	\$1.0317	48 Hrs.
Parkland Fuels	\$0.8577	\$1.0193	\$1.0445	24 Hrs.
McDougall Energy	\$0.8520	\$1.0130	\$1.0400	24 Hrs.
Co-op Regional	\$0.8920	\$1.0420	\$1.0620	24 Hrs.

Grant Fuels Inc. provided the lowest pricing on the three major consumables and has provided petroleum fuels to the City of Temiskaming Shores for a number of years. They have demonstrated the ability to provide the service required to maintain seamless operations within the Public Works Department when the demand is high.

The tender submissions were analysed for errors and/or omissions and were found to be correct and complete. Two of the suppliers did not return all of the required documentation; however, that did not affect the outcome of the results. The tendering process was in keeping with the City's Procurement Policy - By-Law No. 2017-015, as adopted on February 21, 2017.

The tendered amount for the supply and delivery of the petroleum fuels used by the City are considered to be reasonable and within the allotted budget for operations purposes.

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders
- 2017 Public Works Department Operations Budget

Asset Management Plan Reference

Not Applicable

Consultation / Communication

- Verbal update on the tender results was provided to Public Works Committee at the meeting held on March 16th, 2017.
- Admin Report PW-007-2017 submitted for Council on April 4, 2017.

Financial / Staffing Implications

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

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

Costs associated with the supply of the goods required are comparable to those in previous years and are included in the 2017 Operating Budget, approved by Council.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

TENDER PWO-RFT-001-2017

Charge account code – 1.0698.3920.4.03.3150

Tender Opening Date: Tuesday March 14th, 2017 - 2:05 p.m. Local Time

ITEM #	COMMODITY REQUIRED	QTY.	SUPPLIER	SUPPLIER	SUPPLIER	SUPPLIER	SUPPLIER
	For: City of Temiskaming Shores Invoice to P.O. Box 2050 Haileybury, ON P0J 1K0		Grant Fuels P.O. Box 2439 New Liskeard, On P0J 1P0 (705) 647-6566 S.Stinkowjii	Ultra Mar CST Canada Co. 5800 St. Denis St. Suite 902 Montreal PQ 1-514-493-2973 Denise Richer	Parkland Fuels (Bluewave Energy) 88 Lakeshore Rd. New Liskeard, ON P0J 1P0 705-647-6728 Bill Mackey	McDougall Energy 2684 Drew Road Mississauga, ON L4T 3C4 1-416-676-9179 Ext. 4301 Bernie DeOre	Co-Operative Regional Nipissing 4 Rue Principale Box 10 Verner, ON P0H 2M0 705-594-2354 X 225 Raymond Savage
	For the Supply and delivery of Diesel Fuel and gasoline						
	Dyed Diesel		.8328	.8871	.8577	.8520	.8920
	Clear Diesel		.9944	1.0487	1.0193	1.013	1.042
	Furnace Fuel		.8498	.8871	.8125	.8011	1.016
	Regular Unleaded Gasoline		1.0147	1.0317	1.0445	1.040	1.062
	Supreme Hi-Octane gasoline		1.1729	1.1176	1.1334	1.131	1.203
	Proof of rack price provided as stipulated		Yes- March 13	Yes – March 01	Yes – March 10	Yes – March 12	Yes – March 11
	Signed and all paperwork submitted as stipulated		yes	no *	no *	yes	yes
	Delivery in hours upon receiving a verbal order		4	48	24	24	24
	Recommended :						
	Purchasing Agent: Gary Wadge		Low Bid	* Notice of no bid form not returned as specified, but irrelevant and of no consequence			
	Approved:						
	P.O. # issued:						

Subject: Equipment Purchase – Light Duty
Pick-up Trucks (Wilson's)

Report No.: PW-008-2017
Agenda Date: April 4, 2017

Attachments

- Appendix 01:** Opening Results
- Appendix 02:** Wilson Proposal
- Appendix 03:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2017;
2. That Council approves the purchase of five new light duty trucks, as detailed in Request for Proposal PW-RFP-003-2017, from Wilson Chevrolet Buick GMC at a cost of \$155,215 plus applicable taxes;
3. That Council approves the purchase of appurtenances for the above noted vehicles with an upset limit of \$15,550 plus applicable taxes; and
4. That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 4, 2017, Regular Council meeting.

Background

In conjunction with the Asset Management and Fleet Replacement Plans, staff deemed it necessary to replace a number of the aging light duty trucks. Council considered and approved the replacement of five light duty vehicles as part of the 2017 budget process.

Request for Proposal (RFP) PW-RFP-003-2017 was distributed to known suppliers and advertised in the City's Bulletin and on the web site.

Analysis

Two (2) submissions were received in response to the Request for Proposals prior to the closing date of March 7, 2017 at 2:00 p.m. The RFP was for the supply and delivery of five pick-up trucks, with optional items included. (i.e. four-wheel drive and eight cylinder engines)

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. Various options were discussed with the City Manager and Department Heads and the cost associated with the proposed options were added to the base price (**Appendix 02**) of

the quoted vehicles. The summary below shows the total (proposed options included) from Wilson Chevrolet Buick GMC and Bill Mathews Motors;

Vendor	Total - 5 Trucks	HST ¹	Total
Bill Mathews Motors	\$174,451.00	\$3,070.34	\$177,521.34
Wilson Chevrolet Buick GMC	\$155,215.00	\$2,731.78	\$ 157,946.78

¹ Non-refundable HST

These replacement vehicles will be assigned within the Public Works, Recreation and Fire Departments regular fleet and the five trucks that have been removed from service will be deemed as surplus and disposed of in accordance with the Asset Disposal Policy.

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2017 Capital Budget (Fleet)

Asset Management Plan Reference

- Priority Replacement Activities, Fleet & Heavy Equipment – Section 6.5.1.9

Consultation / Communication

- Verbal update on the results of the RFP was provided to Building Maintenance at the meeting held on March 16, 2017.
- Admin Report PW-008-2017 submitted for Council on April 4, 2017.

Financial / Staffing Implications

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

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

The total purchase price of the five trucks is \$157,946.78 which includes \$20,350 for options such as four-wheel drive, and other accessories.

In addition to the above costs, a total of \$15,550 plus applicable taxes, will be required for items such as truck caps for Recreation and Fire Department, as well as emergency sirens, lights and decals for the Fire Department. It is proposed that Purchase Orders will be issued to other individual suppliers for the items noted above, following the approved guidelines in the Procurement Policy.

Approved Capital Project Budget	\$192,000.00
Total proposed Cost to be approved by Resolution / By-law	<u>\$173,770.46</u>
Budget Savings	\$ 18,229.54

Alternatives

No alternatives were considered.

Submission

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
_____ Mitch Lafreniere Manager of Physical Assets	_____ G. Douglas Walsh, CET Director of Public Works	_____ Christopher W. Oslund City Manager

Document Title: **PW-RFP-003-2017**

Opening Date: ~~April 19, 2017~~
 MAR 27 17 (25)

Inquiry Contact: **G. Douglas Walsh**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of Light Duty Trucks**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: **WILSON CHEV BUICK**

Truck No. 01:	24,709
Truck No. 02:	28,456
Truck No. 03:	28,535
Truck No. 04:	24,709
Truck No. 05:	28,456
Optional Items Priced:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N

Bidder:

Truck No. 01:	
Truck No. 02:	
Truck No. 03:	
Truck No. 04:	
Truck No. 05:	
Optional Items Priced:	<input type="checkbox"/> Y <input type="checkbox"/> N

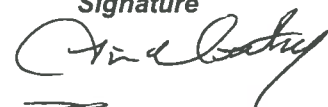






Bidder: **BILL MATHENS MOTORS** Bidder:

Truck No. 01:	29,099
Truck No. 02:	33,172
Truck No. 03:	34,316
Truck No. 04:	29,099
Truck No. 05:	33,172
Optional Items Priced:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N

Truck No. 01:	
Truck No. 02:	
Truck No. 03:	
Truck No. 04:	
Truck No. 05:	
Optional Items Priced:	<input type="checkbox"/> Y <input type="checkbox"/> N

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

<u>Print Name</u>	<u>Representing</u>	<u>Signature</u>
Timothy Uttley	T.S.	
TAMMIE CALDWELL	T. Shores	
Doug Walsh	T. Shores	
Ron Suro	WILSON CHEV	
Mitch Lafreniere	City of T. Shores	
DAVE TREEN	CITY OF T.S.	
LINDA MCKNIGHT	City of T.S.	



Scope of Work

The five trucks to be supplied are listed below:

1. Standard cab pick-up with 8' box, white in color, ½ ton.
2. Full size (4 full doors) pick up with 6' box, white in color, ½ ton.
3. Standard cab pick-up with 8' box, white in color, ¾ ton.
4. Standard cab pick-up with 8' box, Red in color, ½ ton.
5. Full size (4 full doors) pick up with 6' box, Red in color, ½ ton.

The City will not accept delivery of the trucks until April 28, 2017 at the earliest.

Specifications

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
MAKE/MODEL/YEAR			
Please state the Make/Model/Year of the truck offered for all vehicles requested:			
1. <u>CHEV. SILVERADO 2017 REG. CAB</u>	✓		
2. <u>CHEV. SILVERADO 2017 CREW CAB</u>	✓		
3. <u>CHEV. 2500HD. SILVERADO 2017 REG. CAB</u>	✓		
4. <u>CHEV SILVERADO 2017 REG CAB</u>	✓		
5. <u>CHEV SILVERADO 2017 CREW CAB</u>	✓		
Trucks to be have box liners or similar factory installed. Specify <u>COMPOSITE</u>	✓		



<p>The trucks provided shall have a full service franchised dealer located within the City of Temiskaming shores</p> <p>Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores.</p> <p><i>The City reserves the right to request demonstrations to determine the suitability of a given model.</i></p>	✓		
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DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
<p>Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.</p>	✓ ✓		<p>DEALER # 4822284 SALESMAN # 1586456</p>
<p>All warranty and pre-delivery functions shall be performed by a licensed factory trained mechanic.</p>	✓		
<p>See below for engine size for each vehicle:</p> <ol style="list-style-type: none"> 1. 6 Litre or equivalent 2. 6 Litre or equivalent 3. 8 Litre or equivalent 4. 6 Litre or equivalent 5. 6 Litre or equivalent 	✓ ✓ ✓ ✓ ✓		
<p>Front seats to be bucket seats for all trucks</p>	✓		40/20/40
<p>Trailer towing package</p>	✓		
<p>Engine shall be equipped with a block heater</p>	✓		



City of Temiskaming Shores
PW-RFP-003-2017

Supply and Delivery of New Light Duty Trucks

Automatic Transmission	✓		
How many days anticipated for delivery of trucks once awarded			Days: <u>75/90</u>
Factory installed Air conditioning	✓		
Radio AM/FM equipped with BlueTooth mobile hands free	✓		
Acceptable tire brands will be Michelin, BF Goodrich, Bridgestone. Other brands may be accepted but must be approved by the City.	✓		
Factory supplied mud flaps installed by Dealer	✓		
Optional four-wheel drive priced separately for each	✓		

Initial 



City of Temiskaming Shores
PW-RFP-003-2017
Supply and Delivery of New Light Duty Trucks

PW-RFP-003-2017

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, WILSON CHEVROLET LIMITED

(Registered Company Name/Individuals Name)

Of, Box 100 NEW LUKARD ONT. POJ-1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4373

Fax Number (705) - 647-3062

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Price for truck #1 (less HST)	<u>\$24,709.⁰⁰</u>
Price for truck #2 (less HST)	<u>\$28,456.⁰⁰</u>
Price for truck #3 (less HST)	<u>\$28,535.⁰⁰</u>
Price for truck #4 (less HST)	<u>\$27,709.⁰⁰</u>
Price for truck #5 (less HST)	<u>\$28,456.⁰⁰</u>

Note: see following page for optional items to be priced.



City of Temiskaming Shores
PW-RFP-003-2017

Supply and Delivery of New Light Duty Trucks

Optional vinyl seats for each	\$ <u>SAME PRICE AS CLOTH</u>
Optional vinyl floor	\$ <u>STANDARD EQUIP.</u>
*Optional 4-wheel drive (less HST)	\$ <u>3315.00</u>
Option for spray on type box liner	\$ <u>195.00</u>
Option to have bumpers match paint color for truck #4 and truck #5	\$ <u>500.00</u>
Option for truck #4 and #5 for auto start	\$ <u>500.00 IF POWER WINDOWS</u> <u>700.00 IF NO PW ORDERED</u>
Option for truck #4 and #5 to have power window and locks	\$ <u>800.00 FOR TRUCK #4</u> <u>STD. EQUIP FOR TRUCK #5</u>

* City may consider four-wheel drive option.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

**Being a by-law to enter into a Purchase Agreement with
Wilson Chevrolet Limited for the supply and delivery of
five (5) 2017 Chevrolet Silverado Light Duty Trucks**

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

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

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

And whereas Council considered Administrative Report No. PW-008-2017 at the April 4, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of five (5) 2017 Chevrolet Silverado Light Duty Trucks at a total cost of \$155,215 plus applicable taxes as well as appurtenances for these vehicles with an upset limit of \$15,500 plus applicable taxes for consideration at the April 4, 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 Council authorizes the entering into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of five (5) 2017 Chevrolet Silverado Light Duty Trucks at a cost of \$155,215 plus applicable taxes as well as appurtenances for these vehicles at an upset limit of \$15,500 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Vehicle Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Wilson Chevrolet Limited

For the supply and delivery of five (5) 2017 Chevrolet
Silverado Light Duty Trucks

This agreement made in duplicate this 4th day of April, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

Wilson Chevrolet Limited

(hereinafter called “the supplier”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Supplier will:

- a) Provide five (5) 2017 Chevrolet Silverado Light Duty Trucks in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (PW-RFP-003-2017)
Supply and Delivery of Light Duty Trucks**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of five (5) 2017 Chevrolet Silverado Light Duty Trucks in the amount of One-Hundred and Fifty-Seven Thousand, Five Hundred and Fifty Dollars and Zero cents (\$157,550.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by

hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

Wilson Chevrolet Limited

100 Wilson Avenue
P.O. Box 100
New Liskeard, Ontario
P0J 1P0

Attn.: Ron Sutton

The Owner:

City of Temiskaming Shores

325 Farr Drive
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

Attn.: Mitch Lafreniere

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Supplier’s Seal)
(if applicable))

Municipal Seal)

Wilson Chevrolet Ltd.

Sales Representative – Ron Sutton

Witness

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement



Scope of Work

The five trucks to be supplied are listed below:

1. Standard cab pick-up with 8' box, white in color, ½ ton.
2. Full size (4 full doors) pick up with 6' box, white in color, ½ ton.
3. Standard cab pick-up with 8' box, white in color, ¾ ton.
4. Standard cab pick-up with 8' box, Red in color, ½ ton.
5. Full size (4 full doors) pick up with 6' box, Red in color, ½ ton.

The City will not accept delivery of the trucks until April 28, 2017 at the earliest.

Specifications

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
MAKE/MODEL/YEAR			
Please state the Make/Model/Year of the truck offered for all vehicles requested:			
1. <u>CHEV. SILVERADO 2017 REG. CAB</u>	✓		
2. <u>CHEV. SILVERADO 2017 CREW CAB</u>	✓		
3. <u>CHEV. 2500HD. SILVERADO 2017 REG. CAB</u>	✓		
4. <u>CHEV SILVERADO 2017 REG CAB</u>	✓		
5. <u>CHEV SILVERADO 2017 CREW CAB</u>	✓		
Trucks to be have box liners or similar factory installed. Specify <u>COMPOSITE</u>	✓		



<p>The trucks provided shall have a full service franchised dealer located within the City of Temiskaming shores</p> <p>Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores.</p> <p><i>The City reserves the right to request demonstrations to determine the suitability of a given model.</i></p>	✓		
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DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.	✓ ✓		DEALER # 4822284 SALESMAN # 1586456
All warranty and pre-delivery functions shall be performed by a licensed factory trained mechanic.	✓		
See below for engine size for each vehicle: 1. 6 Litre or equivalent 2. 6 Litre or equivalent 3. 8 Litre or equivalent 4. 6 Litre or equivalent 5. 6 Litre or equivalent	✓ ✓ ✓ ✓ ✓		
Front seats to be bucket seats for all trucks	✓		40/20/40
Trailer towing package	✓		
Engine shall be equipped with a block heater	✓		



City of Temiskaming Shores
PW-RFP-003-2017

Supply and Delivery of New Light Duty Trucks

Automatic Transmission	✓		
How many days anticipated for delivery of trucks once awarded			Days: <u>75/90</u>
Factory installed Air conditioning	✓		
Radio AM/FM equipped with BlueTooth mobile hands free	✓		
Acceptable tire brands will be Michelin, BF Goodrich, Bridgestone. Other brands may be accepted but must be approved by the City.	✓		
Factory supplied mud flaps installed by Dealer	✓		
Optional four-wheel drive priced separately for each	✓		

Initial 



City of Temiskaming Shores
PW-RFP-003-2017
Supply and Delivery of New Light Duty Trucks

PW-RFP-003-2017

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, WILSON CHEVROLET LIMITED

(Registered Company Name/Individuals Name)

Of, Box 100 NEW LUKARD ONT. POJ-1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4373

Fax Number (705) - 647-3062

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Price for truck #1 (less HST)	<u>\$24,709.⁰⁰</u>
Price for truck #2 (less HST)	<u>\$28,456.⁰⁰</u>
Price for truck #3 (less HST)	<u>\$28,535.⁰⁰</u>
Price for truck #4 (less HST)	<u>\$27,709.⁰⁰</u>
Price for truck #5 (less HST)	<u>\$28,456.⁰⁰</u>

Note: see following page for optional items to be priced.



City of Temiskaming Shores
PW-RFP-003-2017

Supply and Delivery of New Light Duty Trucks

Optional vinyl seats for each	\$ <u>SAME PRICE AS CLOTH</u>
Optional vinyl floor	\$ <u>STANDARD EQUIP.</u>
*Optional 4-wheel drive (less HST)	\$ <u>3315.00</u>
Option for spray on type box liner	\$ <u>195.00</u>
Option to have bumpers match paint color for truck #4 and truck #5	\$ <u>500.00</u>
Option for truck #4 and #5 for auto start	\$ <u>500.00 IF POWER WINDOWS</u> <u>700.00 IF NO PWR WINDOWS ORDERED</u>
Option for truck #4 and #5 to have power window and locks	\$ <u>800.00 FOR TRUCK #4</u> <u>STD. EQUIP FOR TRUCK #5</u>

* City may consider four-wheel drive option.



Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: April 4, 2017
Subject: Enabling Accessibility Fund – Accessibility Upgrades – Dymond Community Hall

Mayor and Council:

Council considered Administrative Report No. CGP-002-2017 at the February 7, 2017 Regular Council meeting resulting in Resolution No. 2017-031 indicating that Council agrees to partner with Human Resources and Skills Development Canada under the enabling Accessibility Fund to undertake accessibility upgrades to the Dymond Community Hall.

On March 15, 2017 staff received an e-mail from Marie Soleil, Project Officer with the Government of Canada confirming that our grant application submitted under the Enabling Accessibility Fund has been approved in the amount of \$50,000.

It is recommended that Council direct staff to prepare the necessary by-law to enter into a Grant Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development for accessibility upgrades at the Dymond Community Hall for consideration at the April 4, 2017 Regular Council meeting.

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
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“Original signed by”

“Original signed by”

“Original signed by”

James Franks
Economic Development
Officer

Kelly Conlin
Dir. Corporate Services (A)

Christopher W. Oslund
City Manager

Subject: Enterprise Temiskaming – Summer
Company

Report No.: CGP-007-2017
Agenda Date: April 4, 2017

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-007-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Economic Development and Growth (MEDG) – **Summer Company** for consideration at the April 4, 2017 Regular Council meeting.

Background

Enterprise Temiskaming is a Small Business Enterprise Centre (SBEC) servicing the District of Timiskaming. The service area extends from north of Kirkland Lake, south of Latchford, west to Matachewan and east to the Quebec border. Currently the Enterprise Temiskaming business consultant spends one day per week exclusively in Kirkland Lake. The Enterprise Temiskaming business consultant also travels to client locations across the District by appointment and makes regular trips to other small communities. The Youth Programs Administrator travels throughout the District in order to promote and administer the Youth programs.

The Summer Company program provided through MEDG is administered by Enterprise Temiskaming Small Business Resource Centre. The program seeks to raise awareness among Youth, of entrepreneurship as a viable career option, and to teach them the value of entrepreneurial skills in personal and career endeavours.

Analysis

In 2016, MEDG/MRI modified their processing of applications for Summer Company wherein which approval for an application is now to be administered by the local Enterprise Temiskaming offices. This process has simplified and improved the appeal of the program, and has resulted in an increase in applications. Enterprise Temiskaming has been granted an allocation of 7 Summer Company grants for 2017. In order to further the involvement of the Small Business Enterprise Centres (SBEC), MEDG has now agreed to give the SBECs the responsibility of managing and administering the Micro-Financing to Approved Participants. This will further reduce the often frustrating and delayed disbursement of funds to the program participants. Under this Agreement,

the City of Temiskaming Shores will receive maximum funds of \$36,500 for the Summer Company Program which is administered through staff of Enterprise Temiskaming.

The **Draft Agreement – Summer Company** outlines the proposed agreement for this program and is included in the April 4, 2017 Council Package under By-law No. 2017-054 .

It is recommended that Council enter into an agreement with MEDG for the Summer Company program.

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 grants will now be managed, and administered by Enterprise Temiskaming.) 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”

 Chantal Charbonneau
 Enterprise Temiskaming
 Consultant

 Kelly Conlin
 Director of Corporate Services (A)

 Christopher W. Oslund
 City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2017-051

Being a by-law with respect to water and sewer service rates

Whereas in accordance to Section 391(1) a municipality and a local board may pass by-laws imposing fees or charges on any class of persons,

(a) for services or activities provided or done by or on behalf of it;

And whereas in accordance to Section 398 (2) of the Municipal Act, S.O. 2001, c.25, as amended, the treasurer of a local municipality may, and upon request of a local board whose area of jurisdiction includes any part of the municipality shall, add fees and charges imposed by the municipality, or local board, respectively, under this Part to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes:

1. In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.

Now therefore the Council of The Corporation of the City of Temiskaming Shores deems it expedients to enact the following:

1. That the rates and charges with respect to water and sewer services are hereby set as per Schedules "A" and "B" hereto attached and forming part of this by-law.
2. That the provisions of this By-law shall come into force and take effect January 1, 2017.
3. That By-law No. 2016-088 with respect to rates and charges for water and sewer services is hereby repealed.

Read a first, second and third time and finally passed this 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"
2017 Schedule of Water & Sewer Rates

Roll Numbers 010-000-00000-0000 to 010-999-99999-9999 (New Liskeard)
and 030-000-00000-0000 to 030-999-99999-9999 (Haileybury)

<u>Domestic Water and Sewage Users</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$438.11	\$372.39	\$810.50
Pool	\$47.11	\$40.05	\$87.16
<i>Note: non-metered water users zoned Commercial and Industrial in the City of Temiskaming Shores (formerly Haileybury/North Cobalt/New Liskeard) shall be charged a water and sewage rate at the same rate as applied to residential or domestic users above with the exceptions as noted below and in Schedule "B".</i>			
<u>Business Operated out of Residential Units</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$219.06	\$186.20	\$405.25
<u>Restaurants/licensed facilities</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$873.93	\$742.84	\$1,616.78
<u>Hotels / Motels (each self Contained Unit)</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$342.74	\$291.33	\$634.07
<u>Car Dealers</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$873.93	\$742.84	\$1,616.78
<u>Rooming Houses:</u>			
<u>Basic Residential</u>	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$438.11	\$372.39	\$810.50
<u>Each Add'l Room</u>			
Annual	\$81.86	\$69.58	\$151.44
<u>Schools (per student/staff)</u>	<u>Water only</u>	<u>Sewer only</u>	<u>Combined</u>
Annual	\$11.95	\$10.16	\$22.11

Sewage Service Rates

Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.

Metered Water Rates

Rates and Charges (Residential)

First 925,000 gallons	\$4.56/1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11

Residential Rate (Multi Residential Dwelling)

First 925,000 gallons	\$4.56/1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11 x half the number of residential units

Commercial, Institutional, & Industrial

First 925,000 gallons	\$3.42/ 1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11

Combination of Residential and Commercial, Institutional & Industrial

First 925,000 gallons	\$4.56/1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11 x half the number of units
Minimum Bill for Motels	\$438.11 x 35% of the number of units

Vacancy Rates/ Water Service Off

Units unoccupied for a period of at least three (3) consecutive calendar months with water service maintained ¹ are eligible for the vacancy rate (30% of monthly water & sewer rates). The vacancy rate will take affect in the 4th month of the vacancy period.

30%/unit/month

Units unoccupied with water service turned off by Physical Services staff ¹ (50% of sewer charge)

50%/unit
sewage maintenance fee

¹Resumption of occupancy and service following vacancy shall incur normal charges for the full month during which occupancy is resumed.

Water Meter Rentals

Meter Size

5/8"	\$60.00
3/4"	\$60.00
1"	\$60.00
1 1/2"	\$96.00
2"	\$96.00
3"	\$216.00
4"	\$216.00

Service Turn off or Reconnection

-during regular hours	\$30.00
-after regular hours	\$50.00

Schedule "B"
2017 Schedule of Water and Sewage Rates

Roll Number 020-000-00000-0000 to 020-999-99999-9999 (Dymond)

<u>Water Rates</u>	
<u>Residential</u>	
Annual Fee	\$438.11/unit
Pool	\$47.11/unit
<u>Commercial Users</u>	
Small	\$438.11/unit
Medium	\$729.55/unit
Large	\$1,167.21/unit
Commercial Retail Outlet	\$82.76/employee
<u>Motels & Restaurants</u>	
Motels	\$110.95/unit
Motel Swimming Pool	\$9.25/unit
Health Club Swim Pool	\$18.71/member
Restaurant Dining Room	\$40.34/seat
Restaurant Tavern	\$23.05/seat
<u>Institution</u>	
Schools	\$11.95/student
<u>Meter Rates</u>	
Commercial, Institutional, & Industrial	
First 925,000 gallons	\$3.42/ 1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11
<u>Sewage Service Rates</u>	
Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.	

The Corporation of the City of Temiskaming Shores

By-law No. 2017-052

**Being a by-law to enter into a Grant Funding Agreement with
Her Majesty the Queen in Right of Canada as represented by
the Minister of Employment and Social Development –
Accessible Upgrades – Dymond Community Hall**

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 considered Memo No. 002-2017-CGP at the April 4, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Grant Funding Agreement with the Minister of Employment and Social Development in the amount of \$50,000 for building accessible washrooms and installing accessible doors at the Dymond Community Hall for consideration at the April 4, 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 the Mayor and Clerk be authorized to enter into a Grant Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development for Accessible Upgrades at the Dymond Community Hall in the amount of \$50,000, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY

THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT

AND

Corporation of the City of Temiskaming Shores

(HEREINAFTER REFERRED TO AS "THE RECIPIENT")

HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project,

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project,

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement.

"**Eligible Expenditures**" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"**Fiscal Year**" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"**Grant**" means the grant funds provided by Canada under this Agreement;

"**Project**" means the project described in *Schedule A - Project Description and Signatures*;

"**Project Period**" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"**Working Day**" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under *Payment Method Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding;
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)	
Common System for Grants and Contributions (CSGC) File Number: 1426220	
Project Title:	Riverside Place Accessibility Project
Program Name:	Enabling Accessibility Fund - Grants
This Application is:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Grant Amount:	



Amount Requested: \$ 50000 Amount Approved: \$ 50000


Project description and Budget adjustments:
Activities:
The proposed project consists of building accessible washrooms and installing accessible doors.
Budget:
No changes.
Other Conditions:
Condition related to the Official Languages Act :
The Recipient acknowledges that Canada is subject to the Official Language Act and, as such, must actively offer project-related services, make project-related documentation and announcements in both official languages.
Specific Obligations Related to the Project:
i.e.: publication or research, or other tool printed or published in both languages.

Project Period:
From: 2017/03/06 To: 2018/03/05

Payment Method:
Number of Installment(s): 1 1st Installment Amount: \$ 50000

1st Installment Date: 2017/03/06

Date of Approval: 2016/12/19
Canada signing authority on behalf of the Minister of Employment and Social Development

 MAR 14 2017

CANADA



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print) _____
Title (please print)

Signature _____
Date (yyyy-mm-dd)

Signatory Name (please print) _____
Title (please print)

Signature _____
Date (yyyy-mm-dd)

Signatory Name (please print) _____
Title (please print)

Signature _____
Date (yyyy-mm-dd)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-053

**Being a by-law to amend By-law No. 2012-191 being a
by-law to enter into a Fire Suppression Agreement with
The Corporation of the Township of Harris (Water/Ice
Rescue)**

Whereas Section 2 (1) of the Fire Protection and Prevention Act, 1997 states that every municipality shall establish a program in the municipality which must include public education with respect to fire safety and provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

And whereas Section 2 (5) (a) of the Fire Protection and Prevention Act, 1997, permits a municipality, under such conditions as may be specified in the agreement, to enter into an agreement for the provision of fire protection services to lands or premises that are situated outside the territorial limits of the municipality;

And whereas Section 2 (5) (b) of the Fire Protection and Prevention Act, 1997 permits a municipality to receive such fire protection services, as may be specified in an agreement, from a fire department situated outside the territorial limits of the municipality;

And whereas the Township of Harris and the City of Temiskaming Shores entered into a Fire Suppression Agreement on December 18, 2012 through By-law No. 2012-191;

And whereas Council considered Memo No. 002-2017-PPP at the April 4, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-191, as amended to include Water/Ice Rescue as an additional service to the Township of Harris for consideration at the April 4, 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 Schedule "A" to By-law No. 2012-191, as amended be hereby further amended by adding the following services under Item 1 (e):
 - **Water/Ice Rescue**
 - Shore Based Only
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 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-054

Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth – Enterprise Temiskaming – Summer Company

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 of The Corporation of the City of Temiskaming Shores adopted By-law No. 2011-099, as amended being a by-law to enter into an agreement with the Ministry of Northern Development, Mines and Forestry for the establishment of Enterprise Temiskaming – Small Business Enterprise Centre;

And whereas Council considered Administrative Report CGP-007-2017 at the April 4, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Minister of Economic Development and Growth for Summer Company for consideration at the April 4, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth for Summer Company administered by Enterprise Temiskaming, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first second and third time and finally passed this 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

THE AGREEMENT is effective as of October 1, 2016.

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development and
Growth**

(the “Province”)

- and -

**THE CORPORATION OF THE CITY OF TEMISKAMING
SHORES**

(the “Recipient”)

BACKGROUND:

The Province launched the Summer Company program to raise awareness among Youth of entrepreneurship as a viable career option and to teach them the value of entrepreneurial skills in personal and career endeavours.

The Recipient intends to undertake the Project which is intended to provide training, mentoring, and grant opportunities to eligible individuals in Ontario to start a small summer business in their communities.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 30.1 and any amending agreement entered into pursuant to section 31.2.

“Approved Participants” means Eligible Participants that the Recipient approves for Micro-Financing.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“Budget” means the budget attached to the Agreement as Schedule “B”.

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

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Expenditures” means those expenditures required to implement the Project as more particularly described in Schedule “H” which are incurred by the Recipient on or after the Effective Date and to and including the Expiry Date.

“Eligible Participants” means Youth who apply under the Program for grant financing and who meet all of the eligibility requirements set out in the Program Guidelines.

“Enrolment Allocation” has the meaning ascribed to it in Schedule “A”.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Expiry Date” has the meaning ascribed to in section 3.1.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following September 30th; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on October 1 following the end of the previous Funding Year and ending on the following September 30.

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

“Maximum Funds” means [thirty six thousand and five hundred dollars] \$36,500 which is the maximum amount of monies the Province will provide the Recipient under the Agreement.

“Micro-Financing” has the meaning ascribed to it in Schedule “A”.

“Micro-Financing Committee” means the committee set up by the Recipient to review and approve Micro-Financing.

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “A”.

“Program” means the Summer Company program.

“Program Guidelines” means the Program guidelines provided to the Recipient by the Province and that are accessible at: ontario.ca/document/summer-company-program-guidelines.

“Reports” means the reports described in Schedule “D”.

“Summer Company Grant Agreement” means the conditional grant agreement drafted by the Recipient.

“Timelines” means the Project schedule set out in Schedule “A”.

“Youth” means any person between the ages of 15-29, who is a resident of Ontario and a Canadian citizen or permanent resident.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it shall comply with the terms and requirements of Schedule “J” - Communications and Confidentiality Protocol;
- (f) it shall comply with the terms and requirements of Schedule “K” - Information Management and Privacy Provisions;
- (g) If in one of the 26 designated areas under the *French Language Services Act* (Ontario) (the “**FLSA**”), the Recipient shall provide all services to the public under the Project in accordance with the FLSA, by taking appropriate measures in that regard, including among other things, providing signs, notices and other information on such services and communicating with the public to make it known to members of the public that such services are available in French at the choice of a member of the public. In this regard, subject to the Province’s satisfaction, the Recipient shall, among other things that the Province may require from time to time, ensure that:
 - (i) any person may communicate with the Recipient in both French and English;
 - (ii) any person may receive the services under the Project in both French and English;
 - (iii) the portions of the Recipient’s website relating to the Project are available in French;
 - (iv) all public documents relating to the Project are available in French;
 - (v) bilingual (English/French) signs are posted as needed;
 - (vi) it has developed a protocol for providing francophone clients with services in French;
 - (vii) it shall submit a written report in a form and content satisfactory to the Province regarding its provision of French language services and how it is meeting the requirements of this section 2.1(g);

- (h) it shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the regulations thereunder with regard to the provision of its goods or services or facilities contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to Ontario Regulation 191/11, Integrated Accessibility Standards, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Recipient shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services and facilities to persons with disabilities.

2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

2.4 Supporting Proof. Upon request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 2.

**ARTICLE 3
TERM OF THE AGREEMENT**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on November 30, 2017 (the “**Expiry Date**”) unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”;
 - (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section 11.2;
 - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
 - (c) the Province is not obligated to provide instalments of Funds until it has received the Reports described in Schedule “D”, as applicable, in a form and content acceptable to the Province;
 - (d) any disbursement of Funds to the Recipient shall be subject to the Recipient’s guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the guidelines contained in Schedule “I” hereto;
 - (e) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and
 - (f) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the

Recipient, change the Project; or

- (ii) terminate the Agreement pursuant to section 13.1.

4.3 **Use of Funds and Carry out the Project.** The Recipient will do all of the following:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on account of Eligible Expenditures and in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 **Exception.** Despite section 4.4, the Recipient may reallocate unused Project delivery and administration funds to Micro-Financing for Approved Participants up to the Enrolment Allocation, as further set out in Schedule "B".

4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (b) the Funds are funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
 - (c) the Province is not responsible for carrying out the Project.

ARTICLE 5 RECIPIENT'S ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario) including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded **\$2,000** at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7 REPORTS, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

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

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

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and

- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- 7.4 **Disclosure.** To assist in respect of the rights provided for in section 7.3, the Recipient shall disclose any information requested by the Province, any authorized representatives or any independent auditor identified by the Province, and shall do so in a form requested by the Province, any authorized representatives or any independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

ARTICLE 8 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall:
 - (a) acknowledge the support of the Province for the Project; and
 - (b) ensure that the acknowledgement referred to in section 8.1(a) is in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient shall indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.
- 10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 10.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 10.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and shall maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a program similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

11.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 11.1; and
- (b) upon the request of the Province, provide the Province with a copy of any insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 12.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

**ARTICLE 13
TERMINATION WHERE NO APPROPRIATION**

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(f), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement,

the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.

- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;
 - (d) reduce the amount of Funds;
 - (e) cancel all further instalments of Funds;
 - (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
 - (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province, upon giving Notice to the Recipient.
- 14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
 - (b) the Notice Period.
- 14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

- 14.5 **When Termination Effective.** Termination under this Article shall take effect as provided for in the Notice.

**ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR**

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:
- (a) demand the return of the unspent Funds; or
 - (b) adjust the amount of any further instalments of Funds accordingly.

**ARTICLE 16
FUNDS UPON EXPIRY**

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**ARTICLE 17
REPAYMENT**

- 17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:
- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
 - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 17.2 **Debt Due.** If, pursuant to the Agreement:
- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

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

- 17.4 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and mailed to the Province at the address provided in section 18.1.
- 17.5 **Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**ARTICLE 18
NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as provided for below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Economic
Development and Growth
Commercialization and
Scale-Up Networks
Branch
56 Wellesley Street West
– 5th Floor
Toronto, Ontario, M7A
2E7

**Attention: Lyn
Doering**
Manager, Relationship
and Contract
Management
Email:
lyn.doering@ontario.ca

To the Recipient:

**The Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Hailebury, Ontario P0J 1K0

Attention: Chantal Charbonneau
Manager – Business Consultant
Tel: (705) 672-5155
Email:
ccharbonneau@temiskamingshores.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been given:
- (a) in the case of postage-prepaid mail, five (5) Business Days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and

- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 19
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

- 19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 21
WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

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

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- 23.2 **Agreement Binding.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the

Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 25 FURTHER ASSURANCES

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

ARTICLE 26 JOINT AND SEVERAL LIABILITY

- 26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 27 RIGHTS AND REMEDIES CUMULATIVE

- 27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 28 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

- 28.1 **Recipient Acknowledges.** The Recipient:
- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario); and
 - (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

ARTICLE 30 SCHEDULES

30.1 **Schedules.** The Agreement includes the following schedules:

- Schedule “A” - Project Description, Allocations and Timelines;
- Schedule “B” - Budget;
- Schedule “C” - Payment Plan;
- Schedule “D” - Reports;
- Schedule “E” - Request for Interim Disbursement;
- Schedule “F” – Project Report;
- Schedule “G” - Request for Final Disbursement;
- Schedule “H” - Eligible Expenditures;
- Schedule “I” - Guidelines for Travel, Meal and Hospitality Expenses;
- Schedule “J” - Communications and Confidentiality Protocol;
- Schedule “K” - Information Management and Privacy Provisions.

ARTICLE 31 ENTIRE AGREEMENT

- 31.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 31.2 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 32 COUNTERPARTS

- 32.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 33 SURVIVAL

33.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1 and any other applicable definitions, section 4.2(f), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 10, sections 12.2, sections 13.2, 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17, Article 18, Article 20, section 23.2, Article 24, Article 26, Article 27, Article 29, Article 30, Article 31, Article 33 and Article 34.

34.0 OPEN DATA

34.1 The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objectives/goals including the Enrolment Allocation table in Schedule "A", Project location, Project results reported by the Recipient and Budget.

[remainder of page intentionally left blank]

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Economic Development and
Growth**

Name: Rachel Simeon
Title: Director (A), Commercialization
and Scale Up Networks Branch
Date _____
Authorized Signing Officer

**THE CORPORATION OF THE CITY OF TEMISKAMING
SHORES**

Name: Chris Oslund
Title: City Manager
Date _____

I have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION, ALLOCATIONS AND TIMELINES

Background

The Summer Company program is a program of the government of Ontario that helps young people between 15 and 29 years old start and run their own summer business by providing funding, advice and services.

The purpose of the Program is to raise awareness among the Province’s Youth of entrepreneurship as a viable career option and to teach them the value of entrepreneurial skills in personal and career endeavours.

Project Description

The Recipient will undertake a project under the Program, and will provide business training, mentoring, and up to \$3,000 in awards to help Approved Participants start and run their own summer businesses (the “**Project**”). Approved Participants may keep the profits generated through the operation of their businesses.

The Recipient will deliver the Project through Enterprise Temiskaming.

Enterprise Temiskaming is part of the City of Temiskaming Shores.

The Recipient is responsible for the day-to-day operations and is ultimately responsible for the functioning and accountability of the City of Temiskaming Shores.

The Recipient is responsible for and will ensure that the following are completed:

- adapting the Program framework to respond to local needs and opportunities for young entrepreneurs
- promoting and marketing the Program to targeted groups
- recruiting applicants in accordance with the Program Guidelines to ensure Enrolment Allocations are met
- reviewing applicants’ business plans and cash flow statements
- interviewing applicants to assess their suitability for the Project
- administering and approving applications through the Summer Company Registration, Eligibility and Evaluation Network web-based system that is owned and maintained by the Province (“**SCREEN**”)
- recruiting and coordinating business mentors
- providing a minimum 12 hours of business training per Approved Participant
- reporting identified performance measures through the SCREEN Input Report, as outlined in Schedule “D”
- collecting and submitting success stories, as outlined in Schedule “D”
- distributing a survey in a form to be provided by the Province to help the Province determine if the Program objectives were met by Eligible Participants at the end of the Program cycle
- negotiating and entering into Summer Company Grant Agreements with Approved Participants

- in the event that any Approved Participant fails to comply with, defaults or withdraws, using best efforts to recoup all or part of the Micro-Financing under the terms and conditions of the Summer Company Grant Agreement
- ensuring that an executed release and consent form is obtained from each Approved Participant prior to disbursing Micro-Financing

The Micro-Financing component of the Project is subject to the processes and requirements set out below.

Micro-Financing

The Recipient, as part of its Project, will provide small grants (the “**Micro-Financing**”) to directly support the business start-up or expansion costs of the Approved Participants.

Eligible Participants may be eligible to receive Micro-Financing of up to Three Thousand Dollars (\$3,000) each to be used for the purposes of business start-up or expansion in Ontario. The Micro-Financing must be disbursed in two instalments: an initial disbursement of up to \$1,500 for start-up expenses and final disbursement of up to \$1,500 for successful completion of the Program.

The Recipient must enter into a Summer Company Grant Agreement with each Approved Participant prior to disbursing Micro-Financing that includes the following provision:

- i. Audit Rights for the Crown. The parties agree that audit rights under the Summer Company Grant Agreement shall inure to the benefit of Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development and Growth, any authorized representative or any independent auditor identified by the Province, at the Province’s expense, which audit rights, including the right of inspection and review of the Approved Participant’s progress of its project and any allocation and expenditure of Micro-Financing and the right to perform a full or partial audit of the Approved Participant, shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Summer Company Grant Agreement;

The Recipient shall distribute the Micro-Financing to Approved Participants in a way that ensures fairness, transparency and accountability. Without limiting the generality of the previous sentence, the Recipient shall ensure that each payment is tied to appropriate milestones and that payment is only made if satisfactory evidence of progress against the milestone is provided to the Recipient.

The Recipient is responsible for, and will manage, the administration of the Micro-Financing (including all tax and legal matters), and will create procedures and criteria for: the recruitment of the Micro-Financing Committee; conflict of interest guidelines; decision frameworks and documentation; and disbursement of Micro-Financing. The process for awarding Micro-Financing must be fully documented for audit purposes.

Enrolment Allocation

Period	Enrolment Allocation
January 1, 2017 to June 30, 2017 or on a date specified by the Province	5-9

The Recipient agrees to use best efforts to enroll up to, but not exceed, the Recipient's enrolment allocation for Approved Participants as set out in the table above (the "**Enrolment Allocation**") by June 30, 2017 or on a date specified by the Province for which up to the Maximum Funds shall be paid to the Recipient in accordance with the funding formula set out under Schedule "B". For greater clarity, should the Recipient exceed the Enrolment Allocation in the Funding Year, the Recipient agrees to do so at its own expense.

Timelines

Project Start Date: October 1, 2016

Project End Date: September 30, 2017

SCHEDULE “B”

BUDGET

The amount of Funds shall be based on the following funding formula:

The sum of **Project Delivery + Micro-Financing Total**, where,

Project Delivery is comprised of a base rate of \$5,000 plus the amount allocated by the Province to the Recipient for Project delivery and administration, based on the range set out below for the number of Approved Participants (the “**Target Range**”).

Target Range is 5-9 Approved Participants, Project delivery (\$5,000) + administration (\$10,500) = \$15,500.

If the Recipient does not enrol sufficient Approved Participants to meet its Target Range, the Project Delivery amount will be reduced by \$1,500 for every Approved Participant below the Target Range.

Micro-Financing Total is actual expenditures on Micro-Financing up to \$3,000 per Approved Participant. For greater certainty, this amount will be no more than Twenty One Thousand Dollars (\$21,000), for 7 participants. In accordance with section 4.5 of the Agreement, the Recipient may reallocate unused Project Delivery towards additional Approved Participant Micro-Financing, up to the Enrolment Allocation.

Budget as of 10/01/2016			
	Budget Plan	Actual	
	Cash	Cash	
Project Expenditures	\$15,500	\$	
Administration Expenses <i>(not to exceed 10% of total Project expenditures)</i>	\$	\$	
Micro-Financing for Approved Participants	\$21,000	\$	
Total Expenses	\$36,500	\$	

SCHEDULE "C"

PAYMENT PLAN

Method of Disbursement: Disbursement by the Province to the Recipient on account of the Project shall be made available as follows, subject to and conditional upon compliance with the terms and conditions of this Agreement and satisfactory performance and/or attainment of the Timelines and Project deliverables:

- a) An amount of \$19,800 upon execution of the Agreement and receipt and acceptance by the Province of the Insurance certificate required under section 11.2 of the Agreement less a fund holdback of \$10,500 (50% of final micro-financing portion + \$6,200 (40% of project delivery) (the "holdback");
- b) The Holdback shall be released in two parts as follows:
 - I. Up to \$10,500 (final micro-financing portion amount) upon receipt and acceptance by the Province of the Interim Disbursement Request; and
 - II. Up to \$6,200 (project delivery) upon receipt and acceptance by the Province of the Final Report.

PAYMENT MILESTONE	AMOUNT
Upon execution of the Agreement and receipt and acceptance by the Province of the insurance certificate required under section 11.2 of the Agreement	\$19,800 [\$9,300 (60% of project delivery and administration) and \$10,500 (50% of allocated micro-financing portion)]
Upon receipt and acceptance by the Province of the Interim Disbursement Request; and	\$10,500 (50% of final micro-financing portion amount)
Upon receipt and acceptance by the Province of the Final Report.	\$6,200 (40% of project delivery amount)

Note: The actual Funds disbursed to the Recipient under this Schedule may be adjusted in accordance with section 4.2 of the Agreement, subject to the Enrolment Allocation in the Funding Year per Schedule "A".

SCHEDULE "D"

REPORTS

NAME OF REPORTS	DUE DATE
1. SCREEN Input Report	On a date or dates specified by the Province.
2. Interim Disbursement Request	July 31, 2017
3. Success Stories	August 31, 2017
4. Final Report	October 31, 2017
5. Such additional reports as the Province may specify from time to time	On a date or dates specified by the Province.

REPORT DETAILS

All Reports shall be submitted electronically to summer.company@ontario.ca unless otherwise directed by the Province.

1. SCREEN Input Report

The Recipient shall complete and deliver the following table for the SCREEN Input Report:

SCREEN Input Report	2017
Number of Application Inquiries	
Number of Submissions	
Number of Approved Participants	
Number of Withdrawals <i>(Approved Participant withdrew after approval by the Recipient).</i>	
Number of Defaults <i>(Approved Participant did not complete his/her Summer Company program business in accordance with the Program Guidelines and his/her Summer Company Grant Agreement).</i>	

2. Interim Disbursement Request

The Interim Disbursement Request must include the following:

- A completed Schedule "E", Request for Interim Disbursement.

3. Success Stories

The Recipient shall submit success stories equaling to at least 10% of the total number of the Approved Participants.

The success stories shall include a description of the Approved Participants business and experience with the Program; and photos. The stories shall be a minimum 100 words each. Photos will meet the below requirements:

- Should be action shots or should show the student displaying his/her product;
- Should **NOT** include a **third party**;
- Must be **HIGH Resolution File** (see below); and
- Must be saved as First_LastName_City of ProgramProvider.JPEG (for example: John_Doe_Windsor).

	High Resolution File	Size (Mb) / Picture
Photo Requirements:	> 1000x1400 pix	> 1.0 MB

The Recipient will ensure that for each success story submission (comprised of (i) the story describing the student's Program participation; and (ii) photograph(s) of the student participant), the following completed and signed forms (all of which are accessible through SCREEN) shall accompany each submission and will be provided to the Province:

- 1) Assignment of Copyright (Part 1 of 2): two copies completed, and duly signed and witnessed by the (i) storyteller; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself); and
- 2) Waiver of Moral Rights (Part 2 of 2): two copies completed, and duly signed and witnessed by the (i) storyteller; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself).

4. Final Report

The Final Report will be in a template to be provided by the Province in the manner indicated by the Province.

The Final Report must include but is not limited to the following:

- a) Narrative Report
A general description of:
 - The operations of the Project from the Effective Date and to and including September 30, 2017.
 - Marketing and outreach activities
 - Successes and lessons learned
 - Business mentoring groups
 - The Recipient's provision of French language services and how it is meeting the requirements of section 2.1(g) of the Agreement, if applicable.

- The Recipient's measures to ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*.
 - b) Financial Report
 - An updated Schedule "B" – Budget, with the Actual column completed and any variances identified.
 - c) Training and Mentoring
 - Number of training hours
 - Number of mentoring hours
 - d) Project Report
 - A completed Schedule "F", Project Report
 - e) Request for Final Disbursement
 - A completed Schedule "G", Request for Final Disbursement.
- 5. Other Reports**
- The Province will specify the timing and content of any other Reports that may be required by the Province.

SCHEDULE "E"

REQUEST FOR INTERIM DISBURSEMENT

TO: The Ministry of Economic Development and Growth

FROM: Recipient's Name

RE: Request for Funds for the Period Ending: July 31, 2017 to cover Approved Participants' Final Instalment of the Micro-Financing

Input Report

Input Report	2017
Number of Approved Participants	

A Amount previously received for this fiscal year:	\$
B Amount requested for Approved Participants' Final Instalment of the Micro-Financing:	\$
C Actual Interest earned on Funds this fiscal year to date:	\$
D Total received and requested year-to-date plus Interest:	\$

ACTIVITIES & OUTCOMES

Progress against planned deliverables and performance targets is on track:

Yes No

If no, explain delays and/or deficits and actions that will be taken to address them.
(Max 100 words)

BUDGET

Budget allocation for this funding period has been expended as planned:

Yes No

If no, provide rationale for budget variances greater than 10% and actions that will be taken to address them.
(Max 100 words)

PROJECT HIGHLIGHTS

Briefly describe key successes to date such as participant success stories, media attention, regional connections established, etc.
(Max 100 words)

I, [name], [title] of [organization's legal name] (the "Recipient") hereby certify that:

1. the unexpended and uncommitted balance of Funds as at July 31, 2017 is \$; [Instructions: Recipient to fill out].
2. after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the agreement (the "Agreement") with Her Majesty the Queen in right of Ontario, dated effective **XXXX**, 2017 and there have been no material changes made to the Project or Budget, as such terms are defined in the Agreement;
3. the reported revenues and expenditures for the period ending July 31, 2017 are accurately reported and that all Funds were spent in accordance with the terms of the Agreement; and
4. the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Micro-Financing.

Dated this day of _____ 2017.

Signed: _____

[Instructions: Recipient to fill out – name of person with the authority to sign, title, and organization name].

**SCHEDULE “F”
PROJECT REPORT**

Project

Sections A-C: Narrative Description

Please answer all questions in the provided text boxes. Be clear and concise in your response.

Once all documents are completed and signed by the designated authority, submit completed electronic copies to Karim Lila at karim.lila@ontario.ca and copy summer.company@ontario.ca.

Section A – Organization Information

Organization Name:

Primary Address:

Street Address 1:		
Street Address 2:		
City:	Province:	Postal Code:

Mailing Address:

Street Address 1:		
Street Address 2:		
City:	Province:	Postal Code:

Section B – Report Contact Information

This is the person who will be the sole contact responsible for all communication with the Province in regards to this report.

First Name:	Last Name:	Title:
Phone Number (Work):	Fax Number:	Email Address:

Section C – Summer Company Program Operations

Respond in the text boxes provided below. Note that the text boxes will expand as required. Please be clear and concise in your response.

1. Summary of Activities

a) Describe your organization's marketing efforts for the Summer Company program. Describe your organization's promotional and recruitment materials used in advertising and marketing the Summer Company program.

b) Describe your organization's marketing strategy for the Summer Company program.

c) Explain your organization's Summer Company program application and intake process.

d) Summarize your organization's Summer Company program training activities.

e) Describe the size and composition of your organization's Summer Company program mentoring group.

f) Explain your organization's process for following up with mentors and participants.

g) Describe your organization's quality assurance process for Project participant grant applications.

h) Summarize any Summer Company program milestones and targets achieved within the reporting period.

i) Summarize how Summer Company program objectives / expectations have been met, or explain why they have not been met and what corrective actions were taken.

j) Identify some successes of the Summer Company program, and aspects of your organization's Project delivery that were particularly successful / worked well.

k) Describe measures taken to ensure compliance with the French Language Services Act (FLSA) and the *Accessibility for Ontarians with Disabilities Act, 2005*.

l) Identify some areas for future improvement in the Summer Company program, and any plans or strategies to achieve those improvements.

2. Program Completion

Did your organization complete the Project under the Summer Company program as described in the Agreement? If not, provide an explanation.

Please fill out the tables below.

SCREEN Input Report

SCREEN Input Report	2017
Number of Application Inquiries	
Number of Submissions	
Number of Approved Participants	
Number of Withdrawals <i>(Approved Participant withdrew after approval by the Recipient).</i>	
Number of Defaults <i>(Approved Participant did not complete his/her Summer Company program business in accordance with the Program Guidelines and his/her Summer Company Grant Agreement).</i>	

Summer Company Final Summary Report

Number of Approved Participants that withdrew before the first disbursement (no award disbursed)	
Number of Approved Participants that withdrew after the first disbursement	
Number of Approved Participants that successfully Completed the Program	
Summer Company Training and Mentoring Summary	
Number of Training Hours	
Number of Mentoring Hours	

SCHEDULE "G"

REQUEST FOR FINAL DISBURSMENT

TO: The Ministry of Economic Development and Growth

FROM: _____

RE: Request for Funds for the Period Ending: _____

A Amount previously received this fiscal year:	\$
B Amount previously received this fiscal year for Micro-Financing:	\$
C Amount requested:	\$
D Actual Interest earned on Funds this fiscal year to date:	\$
E Total received and requested year-to-date plus Interest:	\$

ACTIVITIES & OUTCOMES

Progress against planned deliverables and performance targets is on track:

Yes No

If no, explain delays and/or deficits and actions that will be taken to address them.
(Max 100 words)

BUDGET

Budget allocation for this funding period has been expended as planned:

Yes No

If no, provide rationale for budget variances greater than 10% and actions that will be taken to address them.
(Max 100 words)

PROJECT HIGHLIGHTS

Briefly describe key successes to date such as participant success stories, media attention, regional connections established, etc.
(Max 100 words)

I, __[name]__, ____[title]____ of __[organization's legal name]____ (the "Recipient") hereby certify that:

1. the unexpended and uncommitted balance of Funds as at September 30, 2017 is \$;
[Instructions: Recipient to fill out].
2. after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the agreement (the "Agreement") with Her Majesty the Queen in right of Ontario, dated effective October 1, 2016 and there have been no material changes made to the Project or Budget, as such terms are defined in the Agreement;
3. the reported revenues and expenditures for the period ending September 30, 2017 are accurately reported and that all Funds were spent in accordance with the terms of the Agreement; and

4. the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures.

Dated this day of _____ 2017.

Signed: _____

[Instructions: Recipient to fill out – name of person with the authority to sign, title, and organization name].

SCHEDULE “H”

ELIGIBLE EXPENDITURES

Eligible Expenditures

Eligible Expenditures are actual cost outlays directly attributable to and required to implement the Project in accordance with the Agreement including the Budget, and not of a nature that such expenditures would have been incurred by the Recipient in the normal course of business.

Eligible Expenditures must be documented through invoices, receipts and/or the Recipient's reports, acceptable to the Province, and are subject to verification by an independent auditor and therefore must be kept on file for audit purposes. Eligible Expenditures must not exceed fair market value. In the event of any interpretation issues regarding an item's eligibility or valuation, the Province has final authority.

Eligible Expenditures related to the administration of the Project shall not exceed a maximum of 10% of the overall Budget and the category for Micro-Financing (up to \$3,000 in Funds to Approved Participants pursuant to a Summer Company Grant Agreement) shall not be reduced.

Eligible Expenditures related to administration costs of the Project include but are not limited to:

- Travel costs to attend business meetings within Ontario related to Project administration or to attend meetings that the Province convenes or supports, all of which shall be subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the guidelines contained in Schedule “I” hereto.
- Professional fees, including legal, audit and insurance fees, directly related to and required for the management of the Project or to conduct the work of the Project may be eligible. Documentation may be required. Costs not to exceed fair market value.
- Telecommunication fees including connectivity charges directly related to and required for the management of the Project.

Eligible Expenditures related to operations of the Project include but are not limited to:

- Training delivery and Eligible Participant support costs directly related to the development and delivery of the Project, all of which shall be subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the guidelines contained in Schedule “I” hereto.
- Salaries of Project staff which are pro-rated to the time spent on the delivery of the Project.
- Staff training costs directly related to delivery of the Project.
- Marketing materials and related communication costs if directly related to the Project.
- Information and marketing session costs required to attract Eligible Participants under the Project.

- Costs related to facility and equipment rental fees and utilities etc. used specifically to deliver the Project (such costs must be directly related to Project delivery and not of a nature which the Recipient would incur in the normal course of business).
- Costs related to work performed by companies or individuals that contribute to the Project under contract. Consulting fees or other services directly related to the Project must be costed at demonstrated fair market value or less.
- Professional fees, including legal and audit, directly related to and required for the management of the Project or to conduct the work of the Project may be eligible. Documentation may be required. Costs not to exceed fair market value.

Eligible Expenditures that comply with the Program Guidelines include but are not limited to:

- Costs directly related to mentorship.
- Micro-Financing of up to \$3,000 in Funds from the Recipient for Approved Participants, provided a Summer Company Grant Agreement is entered into with the Approved Participant.

Ineligible Expenditures include but are not limited to:

- Costs related to the development of the Project application.
- Costs not directly associated with the delivery of the Project or directly required to meet the activities of the Program.
- Costs for Project administration that exceed 10% of the Budget.
- Administrative salaries, except for project management costs covered under Project administration and Project delivery.
- Out-of-province travel costs for Project staff.
- Capital expenses, including but not limited to, land, buildings, leasehold improvements.
- Costs related to activities outside of the Project.
- Annual membership fees to associations.
- Stipends (i.e. cash allowance) for Eligible Participants.
- Expenses or fees payable to organizations located outside of Ontario.
- Annual membership fees to associations.
- Debt reduction charges.
- Micro-Financing in excess of \$3,000 or more for any Approved Participant.
- Micro-Financing for any Approved Participants that the Recipient enrolls in excess of the Enrolment Allocation.
- Cost incurred for activities that do not comply with the Project and/or help support ineligible or unsuitable participants.
- Costs incurred for activities undertaken in the normal course of business.

SCHEDULE "I"

GUIDELINES FOR TRAVEL, MEAL AND HOSPITALITY EXPENSES

ALL EXPENSES MUST BE DIRECTLY RELATED TO THE Project

Airplane: Air travel is permitted if it is the most practical and economical way to travel.

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares

Train: Travel by train is permitted when it is the most practical and economical way to travel.

- Coach class economy fare is the standard
- Please purchase your ticket as early as possible to access the most reasonable fares

Vehicle: Travel by vehicle is permitted when road transportation is the most practical, and economical way to travel:

- Kilometres are claimed at \$0.40 per kilometre in the south and \$0.41 per kilometre in the north

Taxi Fares: Reimbursement of taxicab fares should be made only under the following conditions:

- When other means of transportation are not available
- When weather conditions warrant
- For health and safety considerations
- When transport of work-related baggage or parcels is required
- For group travels when cost effective
- Maximum claimable gratuity (tip) is 10%

Hotels: Reimbursement of hotel costs is permitted when these costs are the most practical and economical way to accommodate the person:

- Typically hotels costs should be for \$150/night or less – the hotel room cost should be economical for the community in which the hotel is being booked
- A basic, economical hotel room is the standard option
- Booking hotel suites or larger/more deluxe rooms should not be permitted
- When a block of hotel rooms is made available for an event, conference etc. at a reduced rate, rooms at higher rates should not be covered
- If another hotel or room is booked when a conference/event block of rooms was available, only costs up to the conference rate should be covered. It is up to the claimant to book the hotel room at the reduced rate within a reasonable timeline to get the rate.
- Hotel expenses charged should be for the hotel room alone. Phone calls, room service, internet charges, movie charges, parking, other service

charges etc. should not be “bundled” into the hotel room rate. The exception being any food costs that are offered as a deal within a room rate. For example, a hotel “Bed & Breakfast” option where the cost of the room and breakfast are economical.

MEAL RATES IN CANADA INCLUDING TAXES AND GRATUITIES

- \$10.00 Breakfast
- \$12.50 Lunch
- \$22.50 Dinner

Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

Submitting Claims & Records

All travel claims must be maintained for financial records by the claimant and the organization paying the travel claim:

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. “Original itemized receipts” refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.

These guidelines are a summary from the Province’s *Travel, Meal and Hospitality Expenses Directive*, dated January 1, 2017. To consult with the Province’s *Travel, Meal and Hospitality Expenses Directive*, dated January 1, 2017 as may be amended from time to time please see: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>

SCHEDULE “J”

COMMUNICATIONS AND CONFIDENTIALITY PROTOCOL

1. The Recipient shall provide at least 10 Business Days’ prior notice to the Province of any announcements or advertising campaigns by the Recipient related to the Program (e.g. news release, news conference, awards, etc.). This notice shall be provided to staff identified by the Province and include a copy of announcement materials. The Recipient shall provide the Province the opportunity to participate in these announcements.
2. The Recipient shall promptly notify the Province of any information or decision that would be reasonably likely to result in media interest about the Program.
3. The Recipient will respond to requests by the Province for information about public announcements by the Recipient as soon as possible and will provide an initial response within twenty-four (24) hours.
4. The Recipient will acknowledge that the Recipient is a member of the Ontario Network of Entrepreneurs (“ONE”) by using the official ONE logo, in accordance with the ONE Brand Standards Guide.
5. The Recipient will prominently display information about the Summer Company Program on its website, including promotional material and instructions for accessing the Program.

SCHEDULE “K”

INFORMATION MANAGEMENT AND PRIVACY PROVISIONS

1.0 Definitions

- 1.1 For the purposes of this Schedule, the following words shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:
- (a) “Copies” means duplication, in any medium, of data contained in or derived from SCREEN;
 - (b) “Guarantor” means the parent or legal guardian of a Participant who is matched with the Recipient for the purposes of participating in the Program;
 - (c) “Participant” means a student applicant or participant as the case may be who has been matched with the Recipient for the purposes of participating in the Program;
 - (d) “FIPPA” means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended;
 - (e) “Personal Information” has the same definition as in subsection 2(1) of FIPPA;
 - (f) “Program” means the Summer Company Program;
 - (g) “Program Cycle” means the period of time beginning with the submission of a Participant’s application and during which the Participant’s business is operational as part of the Program;
 - (h) “Program-related information” means information, recorded on any medium that is collected, created or used by either the Province or the Recipient in support of the Program. Program-related information includes, but is not limited to reports, studies, promotional and marketing materials.
 - (i) “SCREEN” means the Summer Company Registration, Eligibility and Evaluation Network web-based system that allows Participants to submit applications and participate in the Program, and that allows the Recipient to administer and manage the Program online.

2.0 Disclosure of Personal Information contained in SCREEN to the Recipient

- 2.1 The Province will provide the Recipient with access to Participant and Guarantor Personal Information contained in SCREEN when the Recipient requires this information to deliver the Program.

- 2.2 In accessing the SCREEN database, the Recipient must comply with the Province's Acceptable Use Policy, attached as Exhibit "A".
- 2.3 The Province shall retain custody and control of the records and any Copies of the records contained in or derived from SCREEN.
- 2.4 The Province will only provide Personal Information to the Recipient to the extent this disclosure is authorized by the person who provided the information to the Province.

3.0 Personal Information the Recipient collects from an Participant

- 3.1 When the Recipient is required to collect Personal Information from a Participant, the Recipient shall only collect as much Personal Information as is necessary to administer, promote and advertise the Program and notify Participants about other Ministry programs.
- 3.2 The Recipient will collect Personal Information solely from the Participant or Guarantor to whom the information relates.
- 3.3 Without diminishing any other security obligations, if the Recipient is required to collect a Participant's or Guarantor's social insurance number and enter it into the SCREEN database, the Recipient will destroy all records of the number in such a manner that the number cannot be subsequently reconstructed or retrieved except through SCREEN, as directed by the Province.
- 3.4 The Recipient will use, copy and disclose Personal Information solely as is necessary to administer, promote and advertise the Program, or notify Participants about other of the Province's programs.
- 3.5 The Recipient will collection Personal Information in accordance with and otherwise comply with the Province's privacy policy, which is attached as Exhibit "B".
- 3.6 The Recipient shall ensure that all Participants that provide the Recipient Personal Information that is entered into SCREEN authorize the Province to use this Personal Information for the purpose of administering, promoting and advertising the Program and notifying Participations about other Provincial programs, subject to the Province's privacy policy.
- 3.7 The Recipient shall notify Participants that they will be able to opt-out of receiving future promotional communications from the Ministry.

4.0 Disposal and Retention of Personal Information

- 4.1 Where the Province has copies of the Personal Information in the Recipient's possession, upon completion of the Program Cycle, the Recipient shall destroy all copies of Personal Information in its possession in such a manner that the information cannot be subsequently reconstructed or retrieved and shall comply with any additional destruction requirements provided by the Province.

4.2 Upon completion of the Program Cycle, the Recipient shall retain all Program-related information in its possession for a period to be determined by the Province.

5.0 Access and Security

5.1 The Recipient will limit access to Personal Information to those individuals who have a need to know such information.

5.2 The Recipient shall:

- (a) Secure and protect all Personal Information and Program-related information in its possession from unauthorized access, disclosure or destruction.
- (b) Ensure that all non-electronic Personal Information and Program-related information in its possession is:
 - (i) stored in locked cabinets;
 - (ii) maintained in a secure, supervised location; and
 - (iii) accessed only by individuals who have authorization to do so.
- (c) Ensure that all electronic Personal Information and Program-related information in its possession is stored on computers to which:
 - (i) the public does not have access; and
 - (ii) access is restricted by user ID and password.

5.3 The Recipient agrees to implement any other specific security measures that are specified by the Province and that in the reasonable opinion of the Province would improve the adequacy and effectiveness of any measures used to ensure the security and integrity of Personal Information and Program-related information generally.

5.4 The Recipient shall report any known or suspected data breach to the following individual:

Manager, Relationships and Contract Management
Ministry of Economic Development and Growth
5th Floor, 56 Wellesley Street West
Toronto, ON M7A 2E7
Telephone: 416-212-0549
E-mail: summer.company@ontario.ca

6.0 Audit

6.1 The Province reserves the right to audit the Program-related activities of Recipients in order to assess and verify compliance with the terms and

conditions set out in this Schedule and its compliance with the Province's Privacy Policy and Acceptable Use Policy.

- 6.2 The Recipient shall, upon the written request of the Province, permit the Province to conduct an audit of its facilities and information management practices.

7.0 Requests, Questions and Complaints

- 7.1 The Province shall manage all requests related to Personal Information and its privacy policy through the Ministry of Economic Development and Growth's Freedom of Information Coordinator.
- 7.2 The Recipient shall co-operate with the Province in resolving any privacy complaints or requests for access to information.

EXHIBIT “A” - ACCEPTABLE USE POLICY

1. PURPOSE AND DEFINITIONS

The purpose of the Acceptable Use Policy (“Policy”) is to provide a set of principles and practices governing all users of the Ministry’s Summer Company Registration, Eligibility and Evaluation Network (“SCREEN”) web-based Back Office. This policy is subject to change from time to time without notice at the sole discretion of the Ministry. This Policy is intended to prevent:

1. Unauthorised collection, use and disclosure of Personal Information;
2. The misuse of SCREEN and of any computer resources used to access SCREEN;
3. Exposure to risks, such as virus and hacker attacks, compromise of network systems and Security Breaches.

In this Policy, unless the context otherwise requires, the following terms, words and phrases shall have the meaning indicated below:

“**Back Office**” means the SCREEN application interface used to manage and administer the Summer Company Program.

“**Breach**” means breaking or neglect of a policy or procedure, duty, contract, or someone’s privileged rights resulting in the unauthorized access to sensitive information.

“**End User**” means any user with either a “Head Office” or “Officer” account that permits access to the SCREEN Back Office. “Officer” accounts are given by Ministry management to Program Providers.

“**Front Office**” means the SCREEN application interface used by students to submit an application to and participate in the Summer Company Program.

“**Ministry**” means the Ministry of Economic Development and Growth.

“**Participant**” means a student applicant or participant as the case may be who has been matched with the Recipient for the purposes of participating in the Program.

“**Personal Information**” has the same definition as in subsection 2(1) of FIPPA.

“**Program**” means the Summer Company Program.

“**Program Cycle**” means the period of time beginning with the submission of a Participant’s application and during which the Participant’s business is operational as part of the Program.

“**Program Provider**” means entities who assist the Province in delivering the Program, including the Recipient.

“Program-related Information” means information, recorded on any medium that is collected, created or used by either the Ministry or the Program Provider in support of the Program. Program-related information includes, but is not limited to reports, studies, promotional and marketing materials.

“SCREEN” means the Summer Company Registration, Eligibility and Evaluation Network web-based system that is owned and maintained by the Ministry. SCREEN allows Participants to submit applications and participate in the Program, and that allows Program Providers to administer and manage the Program online.

“Security Breach” means the unauthorized disclosure of classified information, or the loss, theft, or deliberate damage of sensitive material assets.

2. SCOPE

This Policy applies, without exception, to all Ontario Government employees and Program Providers, assisting in the administration of the Program, who have access to the SCREEN Back Office.

This Policy’s scope does **not** apply to the SCREEN Front Office.

3. GENERAL USE

- (a) For security and network maintenance purposes, the Ministry may periodically authorize the monitoring of equipment, systems and network traffic.
- (b) The Ministry has the authority to periodically perform a network and system audit or an audit of a Program Provider’s facilities to ensure compliance with this Policy.

4. SECURITY AND PROPRIETARY INFORMATION

- (a) The Back Office interface of the SCREEN system is confidential, to be used solely by Ministry staff and Program Providers with “Head Office” and “Officer” accounts.
- (b) Access to and use of SCREEN shall be limited solely to the administration of the Program.
- (c) Personal Information contained in SCREEN shall be used and disclosed only in accordance with the notification provided by the individual to whom the Personal Information relates, or in accordance with any other authorization provided by the individual. All notices of collection for the Program shall state that Personal Information is collected for the purposes of administering, advertising and promoting the Program and contacting Participants about other Ministry initiatives.
- (d) All End Users are responsible for the security of their SCREEN passwords and accounts, and for ensuring that their accounts are never shared.

- (e) All End Users are responsible for ensuring that the computers that they use to access the SCREEN Back Office are inaccessible to the public and are either locked, logged off or shut down when unattended.
- (f) All End Users must adhere to the following SCREEN password rules:
 - (i) A password must have a minimum length of 8 characters.
 - (ii) A password must consist of one or more numbers, one or more upper or lower case letters, and one punctuation character (e.g. "!").
 - (iii) Passwords must be changed following each Program launch date.
- (g) Program Providers must ensure that security safeguards, such as anti-virus and anti-spyware software, are installed and kept current on the computers that they use to access SCREEN.
- (h) All End Users are responsible for reporting immediately any known or suspected security or privacy breach, loss and theft of computerized devices and Personal Information stored on those devices to the following individual:

Manager, Relationship and Contract Management,
Ministry of Economic Development and Growth,
5th Floor, 56 Wellesley Street West
Toronto, ON M7A 2E7
Telephone: 416-212-0549 E-mail: summer.company@ontario.ca

5. UNACCEPTABLE USE

The following activities are **strictly prohibited**:

- (a) Engaging in illegal activities while using Ministry resources.
- (b) Engaging in a personal business while using Ministry resources.
- (c) Unauthorised copying, use, or disclosure of Program data in any medium.
- (d) Revealing any technology, such as SCREEN programming code and technical information, without prior Branch senior management approval.
- (e) Introducing malicious programs, such as viruses, trojans, or malware, into the network or SCREEN.
- (f) Revealing an account password to others or allowing others to use that account.
- (g) Permitting unauthorised access to computers that are used to access the SCREEN Back Office.

- (h) Using the Ministry's computer resources to engage in acts of harassment.
- (i) Using any Ministry account to commit fraud.
- (j) Effecting or failing to report a known or suspected Security Breach.
- (k) Effecting a disruption of the network, including, but not limited to, network sniffing, packet spoofing and denial of service attacks.

6. POLICY COMPLIANCE

- (a) A violation of this Policy by any Ministry employee or employee of the Government of Ontario, acting on the Ministry's behalf, may result in disciplinary action and/or investigation as needed.
- (b) A violation of this Policy by a Program Provider may result in the termination of its contract in accordance with its terms.

EXHIBIT “B” – PRIVACY POLICY

PROTECTING PERSONAL INFORMATION

The Ministry of Economic Development and Growth (the “Ministry”) has adopted the following Privacy Policy (the “Policy”) and practices for the collection, use and disclosure of personal information that is contained in applications submitted through the Summer Company Program (the “Program”), or otherwise relates to the Program. The purpose of this Policy is to explain how the Ministry safeguards the personal information provided in connection with the Program. The Ministry is also subject to the [Freedom of Information and Protection of Privacy Act, 1990](#) (“FIPPA”), which governs the collection, use, and disclosure of personal information by the Ministry.

This Policy applies to Program Providers.

The Ministry has the right to change this Policy at any time without notice.

DEFINITIONS

In this Policy, unless the context otherwise requires, the following terms, words and phrases shall have the meaning indicated below:

“**Ministry**” means the Ministry of Economic Development and Growth.

“**Participant**” means a student applicant or participant as the case may be who has is participating or may participate in the Program.

“**Personal Information**” has the same meaning as in subsection 2(1) of the [Freedom of Information and Protection of Privacy Act, R.S.O., 1990 c. F.31](#) as amended (“FIPPA”).

“**Program**” means the Summer Company program.

“**Program Cycle**” means the period of time beginning with the submission of a Participant’s application and during which the Participant’s business is operational as part of the Program.

“**Program Provider**” means entities who assist the Province in delivering the Program, including the Recipient.

“**SCREEN**” means the Summer Company Registration, Eligibility and Evaluation Network web-based system that allows Participants to submit applications and participate in the Program, and that allows program providers to administer and manage the Program online.

POLICY PRINCIPLES

1. *Accountability*

- (a) The Ministry is responsible for the protection of Personal Information under its custodianship and control, in accordance with FIPPA, Part III, Protection of Individual Privacy.
- (b) The Ministry administers its portion of the Program in accordance with the Ministry's legal authority under the Ministry of Economic Development and Trade Act.
- (c) The Ministry has designated the Freedom of Information Coordinator with the responsibility of ensuring its compliance with this Policy and all applicable privacy laws, and of answering all questions and requests regarding the collection, use and disclosure of Personal Information. See section 10 below.
- (d) All Ministry and Program Provider employees shall limit access to Personal Information to those individuals who have a need to know such information to administer the Program.
- (e) This Policy applies solely to information collected by the Ministry or Program Providers in connection with the Program.

2. *Identifying Purposes*

- (a) The Ministry and Program Provider collect, use and disclose Personal Information as is necessary solely for the purposes of administering, promoting and advertising the Program and contacting applicants about other Ministry initiatives.
- (b) The Ministry and Program Provider identify the purposes for which Personal Information is collected at or before the time the information is collected.

3. *Consent*

- (a) The Ministry and Program Provider collect, use, or disclose Personal Information only with the knowledge and consent of the applicant to whom the Personal Information relates, or with the knowledge and consent of his/her guarantor, except where required or permitted by law.
- (b) Consent is not obtained through deception.
- (c) Notice of Collection is provided at the time of or prior to the collection of Personal Information.
- (d) The participant or his/her guarantor may withdraw his/her consent to the collection, use or disclosure of his/her personal information at any time, on reasonable notice. Withdrawing consent may result in withdrawal from the Program and the participant will not be permitted to make another Program application in any future Program year.

- (e) In the event that the participant or his/her guarantor withdraws his/her consent, the Ministry will erase all the participant's or guarantor's Personal Information from the Program information bank, unless there is an overriding legal requirement to retain the information.

4. Limiting Collection

- (a) The collection of personal information is limited to those purposes necessary for administering, promoting and advertising the Program and contacting student applicants.
- (b) The Ministry and Program Provider collect personal information by fair and lawful means.

5. Limiting Use, Disclosure, and Retention

- (a) The Ministry and Program Provider do not use or disclose Personal Information for purposes other than those for which it was collected, except with the express consent of the applicant or his/her guarantor, or as required or permitted by law.
- (b) The Ministry retains Personal Information as long as necessary to fulfill the Program's requirements, or as required by law.

6. Accuracy

- (a) The Ministry ensures, to the best of its ability, that Personal Information in its custody is accurate, complete and up-to-date.
- (b) To request a correction to one's own Personal Information after the completion of a Program Cycle, contact the Freedom of Information Coordinator as described in section 10 below.

7. Safeguards

The Ministry and Program Provider protect Personal Information in their custody by the following safeguards:

- (a) Physical (e.g. locked filing cabinets, restricted access, appropriate disposal of personal information).
- (b) Organizational (e.g. security clearances, access only on a "need to know" basis, employee training).
- (c) Technological (e.g. passwords, data encryption).

8. Openness

The Ministry may make available, upon a request in writing or by e-mail to the Freedom of Information Coordinator, the following information:

- (a) a description of the type of Personal Information held by the Ministry, including a general account of its use,
- (b) what Personal Information is made available to other organizations.

9. Individual Access

- (a) After the completion of a Program Cycle, a participant or his/her guarantor **cannot** access his/her Personal Information via the Web Site. All requests for access to one's own Personal Information must therefore be submitted to the Freedom of Information Coordinator as described in section 10 below.
- (b) Access requests are governed by FIPPA and access is subject to the limits and exceptions outlined in FIPPA.
- (c) The Ministry will normally respond to the requester within 30 days after receiving a request.
- (d) The Ministry may, however, extend the thirty day time limit in certain circumstances.
- (e) A participant or his/her guarantor may request a correction of his/her Personal Information where the individual believes there is an error.

10. Requests, Questions and Complaints

Please contact the Freedom of Information Coordinator **in writing or by e-mail** at the address below if:

- (a) You have any questions or complaints about the Ministry's privacy policies and practices;
- (b) You wish to request access to or a correction of your Personal Information:

Freedom of Information Coordinator
Ministry of Economic Development and Growth
Corporate Services Division
3rd Floor, Hearst Block, 900 Bay Street
Toronto, Ontario M7A 2E1
Telephone: 416-326-1344
E-mail: patricia.carroll-tougas@ontario.ca

The Corporation of the City of Temiskaming Shores

By-law No. 2017-055

Being a by-law to authorize the entering into a Financing Agreement with Ontario Infrastructure and Lands Corporation (OILC) as an application submitted under By-law No. 2017-030 – Pick-up Trucks, Plow Trucks – View St. Complex

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. 2017-030 (March 7, 2017) authorizing the submission of applications to OILC and have submitted an application for Capital Works;

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 \$1,433,000 for Pick-up Trucks, Plow Trucks and the View Street

Complex, 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 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

FINANCING AGREEMENT

THIS AGREEMENT (the "**Agreement**"), made in duplicate, dated and effective as of 17th day of March, 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 1162, (the "**Application**"), has been approved;

OILC agrees to make financing available to the Municipality up to a maximum aggregate principal amount of \$1,433,000.00 (One Million Four Hundred Thirty Three Thousand 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.

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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 2017-030 of the Municipality.

SCHEDULE "A"
FINANCING SCHEDULE

Ontario Infrastructure and Lands Corporation

Financing Schedule

Program Year: **2016/2017**

Organization Name: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

Date: **March 17, 2017**

Approved Loan Amount: **\$1,433,000.00**

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

Project Information					Financing Information					
<u>Project ID</u>	<u>Project Name</u>	<u>Category</u>	<u>Start Date</u> (mm/dd/yyyy)	<u>Completion Date</u> (mm/dd/yyyy)	<u>Total Project Cost</u>	<u>OILC Loan Amount</u>	<u>Term</u>	<u>Type</u>	<u>Requested Date of debenture*</u> (mm/dd/yyyy)	<u>Revised Date of Debenture</u> (mm/dd/yyyy)
1	**Fleet Replacement - 5 yr	MOI	04/30/2017	04/30/2017	\$223,000.00	\$223,000.00	5 y	Serial	05/01/2017	<input style="width: 100px; height: 20px;" type="text"/>
2	**Fleet Replacement - 10 yr	MOI	09/01/2017	09/01/2017	\$550,000.00	\$550,000.00	10 y	Serial	09/01/2017	<input style="width: 100px; height: 20px;" type="text"/>
3	**View Street Complex	MOI	04/13/2017	04/13/2017	\$660,000.00	\$660,000.00	20 y	Serial	04/13/2017	<input style="width: 100px; height: 20px;" type="text"/>
					\$1,433,000.00	\$1,433,000.00				

*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.

Ontario Infrastructure and Lands Corporation

Financing Schedule

Program Year: **2016/2017**

Organization Name: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

Date: **March 17, 2017**

Approved Loan Amount: **\$1,433,000.00**

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>APR-JUN</u> <u>2017</u>	<u>JUL-SEP</u> <u>2017</u>	<u>OCT-DEC</u> <u>2017</u>	<u>JAN-MAR</u> <u>2017</u>	<u>APR-JUN</u> <u>2017</u>	<u>JUL-SEP</u> <u>2017</u>	<u>OCT-DEC</u> <u>2017</u>	<u>JAN-MAR</u> <u>2017</u>	<u>APR-JUN</u> <u>2017</u>	<u>JUL-SEP</u> <u>2017</u>
1										
2										
3										

<u>Project ID</u>	<u>OCT-DEC</u> <u>2017</u>	<u>JAN-MAR</u> <u>2017</u>	<u>APR-JUN</u> <u>2017</u>	<u>JUL-SEP</u> <u>2017</u>	<u>OCT-DEC</u> <u>2017</u>	<u>JAN-MAR</u> <u>2017</u>	<u>APR-JUN</u> <u>2017</u>	<u>JUL-SEP</u> <u>2017</u>	<u>OCT-DEC</u> <u>2017</u>	<u>JAN-MAR</u> <u>2017</u>
1										
2										
3										

Financing Schedule

Program Year: **2016/2017**

Date: **March 17, 2017**

Organization Name: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

Approved Loan Amount: **\$1,433,000.00**

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. 2017-030

Being 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 \$1,433,000 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 finally passed this 7th day of March, 2017.


Deputy Mayor – Danny Whalen


Clerk – David B. Treen

Certified True Copy
City of Temiskaming Shores



Schedule "A"
to By-Law Number 2017-030
(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	Five (5) Pick-up Trucks	\$ 223,000	\$ 223,000
2	Two (2) Plow Trucks	\$ 550,000	\$ 550,000
3	View Street Complex	\$ 660,000	\$ 660,000

**Schedule "B" to
By-law No. 2017-030
OILC Application**

Webloans Loan Application PDF

FA Number 1162
 Application for Temiskaming Shores, The Corporation of The City of

Projects

SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
218 1	Fleet Replacement - 5 yr	04/30/2017	04/30/2017	\$223,000.00	223,000.00
219 2	Fleet Replacement - 10 yr	09/01/2017	09/01/2017	\$550,000.00	550,000.00
220 3	View Street Complex	04/13/2017	04/13/2017	\$660,000.00	660,000.00

Details of Project Fleet Replacement - 5 yr

Project Category: Municipal Other Infrastructure
 Work Type: Others
 Other Description: Public Works Fire, Security, and Administration
 Project Name: Fleet Replacement - 5 yr
 Construction/Purchase Start: 04/30/2017
 Construction/Purchase End: 04/30/2017
 Energy Conservation:
 Project Address 1: 300 Main Street
 Project Address 2:
 City / Town: Hamilton
 Province: ON
 Postal Code: P0J 1K0
 Description: 2 pick-ups - Public Works
 1 pick up - Recreation
 2 pick ups - Fire Administration

Comments and/or Special Requests

Project Life Span (Years) 5

Project Financial Information

Project Cost (A)	\$723,000.00
Other Project Funding / Financing (B):	
Other Project Funding/Financing Total (B)	\$0.00
OILC Loan Amount (A-B)	\$723,000.00

project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
09/01/2017	\$200,000.00	5	Serial

Long-term Borrowing Total

\$200,000.00

Details of Project Fleet Replacement - 10 yr

Project Category	Municipal Other Infrastructure
Work Type	Others
Other Description	Public Works Fleet Truck Replacement
Project Name	Fleet Replacement 2017
Construction/Purchase Start	09/01/2017
Construction/Purchase End	09/01/2017
Energy Conservation	<input type="checkbox"/>
Project Address 1	1155 W. 1st Ave
Project Address 2	
City / Town	St. John's
Province	NS
Postal Code	B0J 1X0
Description	Public Works Fleet Truck Replacement
Comments and/or Special Requests	
Project Life Span (Years)	10

Project Financial Information

Project Cost (A)

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B)

\$0.00

OILC Loan Amount (A-B)

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
09/01/2017	\$550,000.00	10	Serial

Long-term Borrowing Total

\$550,000.00

Details of Project View Street Complex

Project Category	Municipal Other Infrastructure
Work Type	Fire
Project Name	View Street Complex
Construction/Purchase Start	04/13/2017
Construction/Purchase End	04/13/2017

Project Address 1

Project Address 2

City / Town

Province

Postal Code

Description

Comments and/or Special Requests

Project Life Span (Years)

Project Financial Information

Project Cost (A)

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B)

OILC Loan Amount (A-B)

\$660,000.00
\$0.00
\$660,000.00

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
04/13/2017	\$660,000.00	20	Serial
Long-term Borrowing Total	\$660,000.00		

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	
User Fees	
Service Charges	
Development Charges	
Connection Fees	

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: 93

Printed Date: 02/23/2017
Application Submit Date: 02/23/2017

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
Municipal Other Infrastructure	\$223,000.00
Municipal Other Infrastructure	\$550,000.00
Municipal Other Infrastructure	\$660,000.00

Total	\$1,433,000.00

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:** February 23, 2017

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 17th day of March, 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. 2017-056

**Being a by-law to enter into an Agreement with Grant Fuels
Inc. for the supply of Petroleum Fuels for the City of
Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-007-2017 at the April 4, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for consideration at the April 4, 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 the Mayor and Clerk be authorized to execute an Agreement with Grant Fuels Inc. for the supply of Petroleum Fuels, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 4th, day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-056

Agreement between

The Corporation of the City of Temiskaming Shores

and

Grant Fuels Inc.

for the supply of Petroleum Fuels

This agreement, made this 4th day of April, 2017.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Grant Fuels Inc.
251 Gray Road / P.O. Box 2439 / New Liskeard, Ontario / P0J 1P0
(Hereinafter referred to as "the Supplier")

Whereas the City released Tender No. PWO-RFT-001-2017 for the supply of various Petroleum Fuels for the use by the City of Temiskaming Shores;

And whereas the Supplier was the successful proponent of PWO-RFT-001-2017;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. Term

The Supplier shall supply Petroleum Products to the City for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2019**.

2. Petroleum Rates

The Supplier shall supply Petroleum Products at the following rates/litre:

Dyed Diesel	Clear Diesel	Furnace Fuel	Unleaded Fuel	Premium	Delivery Time
\$0.8328	\$0.9944	\$.8498	\$1.0147	\$1.1729	4 Hrs.

Unit prices shall include all labour, materials, delivery, overhead, taxes, profit and all relative charges of the Supplier and represent the actual cost to the City.

The Product pricing may only fluctuate with the increase and/or decrease of the "rack price" or government tax rates as provided in writing from the Supplier on a monthly basis with the following "rack price" as the benchmark for pricing fluctuation:

Colored Diesel	Clear Diesel	Furnace Fuel	Unleaded Gasoline
\$0.8328	\$65.70	\$65.20	\$61.10

3. Deliveries

Time shall be the essence of the contract. Goods must be delivered within the time promised, failing which the City reserves the right to cancel the order or unshipped portion thereof without penalty or prejudice.

The Supplier shall develop a routine delivery schedule to ensure fuel is readily available at all times. The fuel delivered and dispensed to City tanks shall be metered and the meters shall be certified correct within normal tolerances approved by the Ministry of Consumer and Commercial Relations.

The Supplier hereby understands that not every location is manned and original signature for receipt may not be available at time of delivery. When such circumstance arises, the Provider shall ensure that delivery slips are forwarded to the City's accounting office by mail, (P.O. Box 2050, Haileybury, ON P0J 1K0) fax (705-672-2911) or email finance@temiskamingshores.ca at first opportunity in order to be reconciled with invoices without delay.

The fuel delivered and dispensed to City tanks shall be metered and the meters shall be certified correct within normal tolerances approved by the Ministry of Consumer and Commercial Relations.

4. Emergency Delivery Response

The City shall require fuel delivery to the Emergency Operations Centres (EOC's) and also to the sanitary pumping stations when requested. In the event of a community emergency, i.e., fire, widespread power failure, severe weather, severe flooding, etc., the Providers first priority shall be to mobilize fuel deliveries to the EOC's and pumping stations on short notice, and to connect with the City Representative in order to strategize/ minimize the impact of the emergency to the public. The critical emergency sites shall be required to be continuously operational.

5. Contract Extension

The term of this contract may be extended for an additional one year period with all terms and conditions remaining the same provided that both the City and the Supplier agree to such extension in writing.

6. Safety

While delivering on City property, The Provider's attention is drawn to the provisions of

the Occupational Health & Safety Act 2010. The Supplier shall be considered the "Constructor" under the terms and conditions of this agreement. Certificates of good standing from the Workplace Safety & Insurance Board will be required before commencement of work and before final payment is made.

If at any time during the duration of the contract either the equipment or personnel are operating in an unsafe manner, the City's Director or his designate shall have the right to suspend the operation and have the equipment and the operator removed from the delivery site.

The Supplier shall report promptly to the City's Transportation Supervisor, giving full details in writing of all accidents in connection with the performance of the work, which results in property damage, death or injury.

7. Insurance

While delivering on City property, the Supplier shall carry motor vehicle liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property. The Provider shall provide proof of general liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross liability clause.

8. Quantities/ Locations

The Municipality makes no guarantee as to exact locations nor litres and therefore reserves the right to revise locations and actual litres as the situation warrants and payment will be made for actual litres delivered.

Locations	Estimated Volumes in litres			
	Dyed Diesel	Clear Diesel	Unleaded Fuel	Premium Fuel
Public Works (200 Lakeshore)	4,500	18,100	18,100	
Public Works (500 Broadway)				
Harbourfront Marina				4,500

Furnace Fuel Estimates

Location	Estimated Volume	Location	Estimated Volume
Sewage Station (Gray Rd)	1,000	Water Reservoir (Raymond St)	2,000
Water Plant (Browning)	1,800	Sewage Plant (View St)	1,300

Water Reservoir (Niven St. S.)	1,800	Sewage Station (Station St)	454
Lagoon (North Cobalt)	1,110	Sewage Station (Montgomery)	1,000
Water Reservoir (Shepherdson)	2,500	Sewage Station (Niven St. N.)	1,800
Sewage Station (Whitewood)	2,000	Water Plant (McCamus Ave.)	1,110
Sewage Station (Goodman)	1,000	Lagoon (Bedard Rd.)	1,000

9. Specifications

All goods supplied to the City must be appropriately identified as approved by the Canadian Standards Association (CSA) and/or the Underwriters Laboratories (UL), standards for safety.

10. Special Provisions

The fuel products shall meet and/or exceed these and /or the latest revisions to Canadian regulations.

- **Regular Unleaded Gasoline** - CAN/CGSB-3.5-99;
- **Regular Ethanol Gas** - Canadian Environmental Protection Act Standard ECP-16-90, Section 8 (1) (b);
- **Low Sulphur Clear Diesel** - CAN/CGSB 3.6-2000, Sulphur max 0.05 wt %;
- **Regular Coloured Diesel** - CAN2-3.2-M89 Type 2, known as No. 2 Diesel Fuel.

All fuels shall meet all Federal and Provincial Regulations including sulphur reductions, sulphur in gasoline not to exceed 150 P.P.M. as at December 31, 2004 and further reduced to 30 P.P.M. thereafter, AND sulphur in diesel not to exceed 500 P.P.M. and further reduced to 15 P.P.M. by June 2006. The City reserves the right to have materials tested on an intermittent and/or ongoing basis to ensure adherence to specifications.

Remainder of this 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)

Grant Fuels Inc.

President – Gord Grant

Manager of Operations – Steve Stinkowji

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-057

**Being a by-law to enter into a Purchase Agreement
with Wilson Chevrolet Limited for the supply and
delivery of five (5) 2017 Chevrolet Silverado Light
Duty Trucks**

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

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

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

And whereas Council considered Administrative Report No. PW-008-2017 at the April 4, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of five (5) 2017 Chevrolet Silverado Light Duty Trucks at a total cost of \$155,215 plus applicable taxes as well as appurtenances for these vehicles with an upset limit of \$15,500 plus applicable taxes for consideration at the April 4, 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 Council authorizes the entering into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of five (5) 2017 Chevrolet Silverado Light Duty Trucks at a cost of \$155,215 plus applicable taxes as well as appurtenances for these vehicles at an upset limit of \$15,500 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-057

Vehicle Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Wilson Chevrolet Limited

For the supply and delivery of five (5) 2017 Chevrolet
Silverado Light Duty Trucks

This agreement made in duplicate this 4th day of April, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

Wilson Chevrolet Limited

(hereinafter called “the supplier”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Supplier will:

- a) Provide five (5) 2017 Chevrolet Silverado Light Duty Trucks in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (PW-RFP-003-2017)
Supply and Delivery of Light Duty Trucks**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of five (5) 2017 Chevrolet Silverado Light Duty Trucks in the amount of One-Hundred and Fifty-Seven Thousand, Five Hundred and Fifty Dollars and Zero cents (\$157,550.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by

hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

Wilson Chevrolet Limited

100 Wilson Avenue
P.O. Box 100
New Liskeard, Ontario
P0J 1P0

Attn.: Ron Sutton

The Owner:

City of Temiskaming Shores

325 Farr Drive
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

Attn.: Mitch Lafreniere

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Supplier’s Seal)
(if applicable))

Municipal Seal)

Wilson Chevrolet Ltd.

Sales Representative – Ron Sutton

Witness

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-057

Form of Agreement



Scope of Work

The five trucks to be supplied are listed below:

1. Standard cab pick-up with 8' box, white in color, ½ ton.
2. Full size (4 full doors) pick up with 6' box, white in color, ½ ton.
3. Standard cab pick-up with 8' box, white in color, ¾ ton.
4. Standard cab pick-up with 8' box, Red in color, ½ ton.
5. Full size (4 full doors) pick up with 6' box, Red in color, ½ ton.

The City will not accept delivery of the trucks until April 28, 2017 at the earliest.

Specifications

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
MAKE/MODEL/YEAR			
Please state the Make/Model/Year of the truck offered for all vehicles requested:			
1. <u>CHEV. SILVERADO 2017 REG. CAB</u>	✓		
2. <u>CHEV. SILVERADO 2017 CREW CAB</u>	✓		
3. <u>CHEV. 2500HD. SILVERADO 2017 REG. CAB</u>	✓		
4. <u>CHEV SILVERADO 2017 REG CAB</u>	✓		
5. <u>CHEV SILVERADO 2017 CREW CAB</u>	✓		
Trucks to be have box liners or similar factory installed. Specify <u>COMPOSITE</u>	✓		



<p>The trucks provided shall have a full service franchised dealer located within the City of Temiskaming shores</p> <p>Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores.</p> <p><i>The City reserves the right to request demonstrations to determine the suitability of a given model.</i></p>	✓		
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DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
<p>Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.</p>	✓ ✓		<p>DEALER # 4822284 SALESMAN # 1586456</p>
<p>All warranty and pre-delivery functions shall be performed by a licensed factory trained mechanic.</p>	✓		
<p>See below for engine size for each vehicle:</p> <ol style="list-style-type: none"> 1. 6 Litre or equivalent 2. 6 Litre or equivalent 3. 8 Litre or equivalent 4. 6 Litre or equivalent 5. 6 Litre or equivalent 	✓ ✓ ✓ ✓ ✓		
<p>Front seats to be bucket seats for all trucks</p>	✓		40/20/40
<p>Trailer towing package</p>	✓		
<p>Engine shall be equipped with a block heater</p>	✓		



City of Temiskaming Shores
PW-RFP-003-2017

Supply and Delivery of New Light Duty Trucks

Automatic Transmission	✓		
How many days anticipated for delivery of trucks once awarded			Days: <u>75/90</u>
Factory installed Air conditioning	✓		
Radio AM/FM equipped with BlueTooth mobile hands free	✓		
Acceptable tire brands will be Michelin, BF Goodrich, Bridgestone. Other brands may be accepted but must be approved by the City.	✓		
Factory supplied mud flaps installed by Dealer	✓		
Optional four-wheel drive priced separately for each	✓		

Initial 



City of Temiskaming Shores
PW-RFP-003-2017
Supply and Delivery of New Light Duty Trucks

PW-RFP-003-2017

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, WILSON CHEVROLET LIMITED

(Registered Company Name/Individuals Name)

Of, Box 100 NEW LUKEARD ONT. POJ-1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4373

Fax Number (705) - 647-3062

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Price for truck #1 (less HST)	<u>\$24,709.⁰⁰</u>
Price for truck #2 (less HST)	<u>\$28,456.⁰⁰</u>
Price for truck #3 (less HST)	<u>\$28,535.⁰⁰</u>
Price for truck #4 (less HST)	<u>\$27,709.⁰⁰</u>
Price for truck #5 (less HST)	<u>\$28,456.⁰⁰</u>

Note: see following page for optional items to be priced.



City of Temiskaming Shores
PW-RFP-003-2017

Supply and Delivery of New Light Duty Trucks

Optional vinyl seats for each	\$ <u>SAME PRICE AS CLOTH</u>
Optional vinyl floor	\$ <u>STANDARD EQUIP.</u>
*Optional 4-wheel drive (less HST)	\$ <u>3315.00</u>
Option for spray on type box liner	\$ <u>195.00</u>
Option to have bumpers match paint color for truck #4 and truck #5	\$ <u>500.00</u>
Option for truck #4 and #5 for auto start	\$ <u>500.00 IF POWER WINDOWS</u> <u>700.00 IF NO PWR WINDOWS ORDERED</u>
Option for truck #4 and #5 to have power window and locks	\$ <u>800.00 FOR TRUCK #4</u> <u>STD. EQUIP FOR TRUCK #5</u>

* City may consider four-wheel drive option.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-058

**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 April 4, 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 **April 4, 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 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen