



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 2, 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 – April 18, 2017

7. **Presentations / Delegations**

- a) Bryce Logan, Ontario Clean Water Agency (OCWA) & Tammy Borgen-Flood, Healthy Kids

Re: OCWA OneWater Education Program

8. **Question and Answer Period**

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

9.1. *Business Licencing Policy*

Purpose: Replacement of Business Licencing By-law No. 2011-114 with a new Policy.

10. **Communications**

- a) Andréanne Denis, Communications Manager - Canadian Mental Health Association Cochrane-Timiskaming

Re: Request for Proclamation – May 1-7, 2017 as “CMHA Mental Health Week”

Reference: Received for information

- b) Laura Albanese, Minister of Citizenship and Immigration

Re: Call for Nominations – Champion of Diversity Award

Reference: Referred to the Temiskaming Shores and Area Chamber of Commerce

c) Dipika Damarela, Minister of Seniors Affairs

Re: Request for Proclamation – June as Seniors' Month

Reference: Received for Information

d) Carman Kidd, Chair – Timiskaming Board of Health

Re: Letter of Support prohibiting Food and Beverage marketing directed at Children

Reference: Received for Information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. d) 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 Emergency Management Program Committee meeting held on March 09, 2017;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on March 15, 2017;
- c) Minutes of the OCWA Consultation meeting held on March 28, 2017; and
- d) Minutes of the Committee of Adjustment meeting held on March 29, 2017.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Proclamation – Emergency Preparedness Week

Draft Motion

Whereas Emergency Preparedness Week is an annual event that takes place each year during the first full week of May to increase public awareness and educate residents on personal preparedness for disasters and emergencies; and

Whereas the City of Temiskaming Shores, through the Office of the Fire Marshal and Emergency Management and all our Emergency Management Partners, assists to identify community risks, mitigate those risks, prepare for, respond to and recover from disasters and emergencies; and

Whereas the City is doing everything it can to prepare for disasters and realizes residents also have an important role to play in ensuring their own safety during an emergency; and

Whereas emergency preparedness is a shared responsibility and all individuals can reduce the risk by better understanding what could happen and learning how to better prepare ourselves, our families and our community; and

Whereas each individual must understand the risks inherent to where we live and work and undertake actions that reduce those risks in an effort to limit the extent to which an emergency may affect us.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims the week of May 7-13, 2017 to be “Emergency Preparedness Week” and encourages all citizens to participate in educational activities during Emergency Preparedness Week.

b) Overview of Activities for Emergency Preparedness Week

Verbal presentation from Fire Chief, Tim Uttley

c) Memo No. 010-2017-PW – Amendment to By-law No. 2013-140 Transit Bus Lease with Stock Transportation

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 010-2017-PW; and

That directs staff to prepare the necessary by-law to amend By-law No. 2013-140 to remove the four (4) original GMC Accessible Transit Buses from the agreement.

d) Memo No. 005-2017-RS – Purchase of Playground Equipment for Bucke Park

Draft Motion

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

That Council authorizes staff to purchase the playground equipment at the Haileybury Public School in the amount of \$7,500 plus applicable taxes for installation at Bucke Park.

e) Administrative Report No. RS-003-2017 – Parks and Recreation Ontario – Youth Advisory Council

Draft Motion

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

That Council approves entering into a Memorandum of Understanding with Parks and Recreation Ontario for the development of a Youth Advisory Council in the City of Temiskaming Shores.

f) Administrative Report No. RS-004-2017 – Summer Concession Operations – Rotary Farr Park and Dymond Ball Park

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-004-2017; and

That Council directs staff to prepare the necessary by-law to enter into an Agreement with the Treehouse for the operation of the Rotary Farr Park and Dymond Ball Park summer concession stands for consideration at the May 2, 2017 Regular Council meeting.

g) Administrative Report No. CGP-011-2017 – North On Tap Festival

Draft Motion

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

That Council agrees to support the North On Tap Festival with the following:

- Closure of Farr Drive on Saturday, July 15, 2017 from the north side of Marcella Street to the south side of Main Street;
- Providing free boat docking on Saturday, July 15, 2017 for boaters attending the event;
- Providing in-kind contributions including the following; set-up and take-down of the site, fencing, garbage receptacles and garbage removal, tables, chairs, stage and assistance with electrical hook-ups for vendors; and
- An upset contribution of \$5,000 to assist with marketing, promotion and advertising of the event.

h) Administrative Report No. CGP-012-2017 – Enterprise Temiskaming – Leased Vehicle

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-012-2017; and

That Council directs staff to prepare the necessary by-law and agreement with Tri-Town Toyota for a three (3) vehicle lease of a 2017 Toyota Rav4 LE

for Enterprise Temiskaming for consideration at the May 2, 2017 Regular Council meeting.

i) Memo No. 014-2017-CS – Business Licencing – Public Meeting Correspondence

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2017-CS, more particularly Appendix 01 – *Consultation Correspondence on the New Business Licencing By-law* for information purposes.

j) Memo No. 015-2017-CS – Request for Proposal (RFP) – Municipal Insurance and Risk Management Services

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 015-2017-CS; and

That Council directs staff to prepare and release a Request for Proposal for Municipal Insurance and Risk Management Services.

k) Memo No. 016-2017-CS – Request for Proposal (RFP) – Office Supplies

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 016-2017-CS; and

That Council directs staff to prepare the necessary Request for Proposal for Office Supplies.

l) Administrative Report No. CS-024-2017 – 2017 Tax Ratio Analysis

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2017; and

That Council directs staff to prepare the necessary by-laws utilizing the Revenue Neutral Tax Ratios for 2017 for consideration at the May 16, 2017 Regular Council meeting.

m) January-April 2017 Capital Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to April 2017 Capital Financial Report for information purposes.

n) Administrative Report No. CS-025-2017 – 2018 Municipal Election – Vote Counting Equipment and Alternative Voting Methods

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-025-2017; and

That Council approves the use of vote counting equipment (tabulators) for the 2018 Municipal Election and directs staff to prepare the necessary by-law for consideration at the May 2, 2017 Regular Council meeting.

o) Administrative Report No. PPP-003-2017 – Contract Awards

Draft Motion

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

That Council authorizes staff to issue Purchase Orders for a two (2) year term (2017-2018) to the following suppliers:

➤ **Project No. PPP-RFQ-002-2017**

PPE Solutions

Bunker Gear - \$24,300 (\$12,150 per year) plus shipping & applicable taxes

➤ **Project No. PPP-RFQ-003-2017**

Inservus Management Systems

Bunker Gear Inspection / Testing - (\$35.00 per unit in 2017 and \$38.00 per unit in 2018) plus applicable taxes

➤ **Project No. PPP-RFQ-004-2017**

C-Max Fire Solutions

Pump Testing - \$4,620 (\$2,310 per year) plus applicable taxes

➤ **Project No. PPP-RFQ-005-2017**

Acklands-Grainger Inc.

SCBA/Compressor Service Testing - \$18,332.64 (\$9,166.32 per year) plus applicable taxes

➤ **Project No. PPP-RFQ-006-2017**

SPI Health and Safety

Fire Hose Replacement - (\$287.79 45mm/\$386.39 65mm per unit) plus applicable taxes

➤ **Project No. PPP-RFQ-007-2017**

Levitt Safety Limited

Hydrostatic Testing – SCBA/Cascade - (\$24 per unit SCBA/\$32 per unit Cascade) plus shipping and applicable taxes

16. **By-laws**

Draft Motion

Be it resolved that:

By-law No. 2017-063 Being a by-law to enact a Zoning by-law Amendment to rezone property from Highway Commercial (C3) to Highway Commercial Exception 5 (C3-E5) in the Town of New Liskeard Zoning By-law 2233 (419 Whitewood Avenue - Plan M61NB Lot 12; Parcel 1973SST) Roll No. 54-18-010-007-164.00

By-law No. 2017-064 Being a by-law to enter into a funding agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation Ontario under the Public Transit Infrastructure Fund (PTIF)

By-law No. 2017-065 Being a by-law to amend By-law No. 2013-140 (Agreement with Stock Transportation Ltd. to remove the lease of four (4) GMC Accessible Transit Buses)

By-law No. 2017-066 Being a by-law to enter into an agreement with the Treehouse for the Operation of the Rotary Farr Park and Dymond Ball Field Concessions

By-law No. 2017-067 Being a by-law to enter into a Vehicle Lease Agreement with Tri-Town Toyota (Enterprise Temiskaming)

By-law No. 2017-068 Being a by-law to authorize the use of Vote Tabulators a the 2018 Municipal Election

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-063;

By-law No. 2017-064;

By-law No. 2017-065;

By-law No. 2017-066;

By-law No. 2017-067; and

By-law No. 2017-068;

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, May 16, 2017 at 6:00 p.m.
- b) Regular – Tuesday, June 6, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-069 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 **May 2, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-069 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, April 18, 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 6:02 p.m.

2. Roll Call

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

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

Regrets: Councillor Laferriere

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

Members of the Public Present: 3

3. Review of Revisions or Deletions to Agenda

Deletions:

Under Item 9 – Presentations delete:

- a) Ron Cyr, Resident – 478 Lawlor Street

Re: Tree Removal

Additions:

Under Item 19 – Closed Session add:

- a) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – OMERS membership

4. Approval of Agenda

Resolution No. 2017-156

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Hewitt disclosed a pecuniary interest in regards to Item 19 a) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual.

Councillor Jelly disclosed a pecuniary interest in regards to Item 19 a) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual.

6. Review and adoption of Council Minutes

Resolution No. 2017-157

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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

- a) Regular Meeting of Council – April 4, 2017

Carried

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

None

8. Question and Answer Period

Norm Chartrand – Niven Street South Resident

Mr. Chartrand outlined that he received a parking ticket while at the Telus office in New Liskeard and indicated that there was no disabled parking space outside the office and has no intention of paying the ticket.

Mayor Kidd responded that additional disabled parking spaces could be reviewed; however Council does not have the authority to waive issued tickets.

It was indicated that he does have the option of challenging the ticket through Provincial Offences Court by signing the back of the ticket.

Mr. Chartrand also inquired as to the paving of Niven and Albert Streets as well as the railway crossing on Albert Street.

Director of Public Works, Doug Walsh outlined that the resurfacing of Niven Street will follow the completion of the watermain extension to North Cobalt anticipated for this summer. Albert Street from Niven to the rail crossing will be completed in conjunction with Niven Street; however in regards to the condition of the rail crossing, ONTC has jurisdiction.

9. Presentations / Delegations

None

10. Communications

- a) Jeff Manners, Mental Health Worker – Canadian Mental Health Association

Re: Request to Participate – “Shine Green” for Mental Health

Reference: Motion to be presented under New Business

b) Carol Duke, BIA Coordinator – New Liskeard Business Improvement Area

Re: Request for Road Closure – 2017 Summerfest

Reference: Referred to the Director of Recreation, Director of Public Works and Municipal Clerk

c) Tony Antoniazzi, Mayor – Town of Kirkland Lake

Re: Return of surplus DTSSAB Reserves to contributing municipalities

Reference: Received for Information

d) Jocelyne Maxwell, Executive Director – Centre de santé communautaire du Témiskaming

Re: Invitation – 13th Annual Lunch Hour Walk – May 4, 2017

Reference: Received for Information

e) Sue Flaxey, Representative – Dymond Park Fundraising Committee

Re: Request for Sponsorship – Frog’s Breath Application – Funding for the Dymond Firefighter’s Park

Reference: Motion to be presented under New Business

f) Judy Currins, City Clerk – City of Kawartha Lakes

Re: Request for Support – Certified Crop Advisors

Reference: Received for Information

- g) Alison Stanley, Executive Director – Federation of Northern Ontario Municipalities (FONOM)

Re: Notice – FONOM Constitution proposed amendment

Reference: Received for Information

Resolution No. 2017-158

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-159

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Temiskaming Mayors Action Group meeting held on March 25, 2017; and
- b) Minutes of the Temiskaming Transit Committee meeting held on February 15, 2017.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2017-160

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on March 16, 2017;

- b) Minutes of the Corporate Services Committee meeting held on January 5, 2017;
- c) Minutes of the Corporate Services Committee meeting held on March 2, 2017;
- d) Minutes of the Corporate Services Committee meeting held on March 9, 2017;
- e) Minutes of the Public Works Committee meeting held on December 15, 2016;
- f) Minutes of the Public Works Committee meeting held on February 23, 2017;
- g) Minutes of the Building Maintenance Committee meeting held on January 19, 2017;
- h) Minutes of the Building Maintenance Committee meeting held on March 16, 2017;
- i) Minutes of the Protection to Person and Property Committee meeting held on February 23, 2017; and

Carried

13. Reports by Members of Council

None

14. Notice of Motions

None

15. New Business

- a) **Request – “Shine Green” for Mental Health – Canadian Mental Health Association**

Resolution No. 2017-161

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of correspondence from the Canadian Mental Health Association in regards to the “Shine Green” for Mental Health initiative; and

That Council hereby proclaims May 1 to 7, 2017 as Mental Health Week in the City of Temiskaming Shores and in recognition will have Ms. Claybelt, the waterfront Inukshuk and City Hall “Shine Green” during Mental Health Week.

Carried

b) Memo No. 004-2017-RS – Request for Sponsorship – Dymond Park Fundraising Committee

Resolution No. 2017-162

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Whereas the Dymond Park Fundraising Committee has applied for funding to the Frog’s Breath Foundation in the amount of \$10,000 to assist with the purchase of new playground equipment at the Dymond Firefighter’s Park; and

Whereas the Dymond Park Fundraising Committee requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Dymond Park Fundraising Committee’s funding application to the Frog’s Breath Foundation.

Carried

c) Memo No. 003-2017-CGP – Modifications to the Canadian Tire Site Plan Control Agreement (SPCA)

Resolution No. 2017-163

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2017-CGP for information purposes.

Carried

d) Administrative Report No. CGP-008-2017 – 2016 Annual Building and Statistics Report

Resolution No. 2017-164

Moved by: Councillr 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-008-2017 more specifically Appendix 01 – 2016 Annual Report – Building Permit Fees; Appendix 02 – Building Permit Statistics Report 2012-2016 for information purposes; and

That Council directs staff to post the 2016 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code.

Carried

e) Administrative Report No. CGP-009-2017 – Zoning By-law Amendment - ZBA-2017-04 (NL) on behalf of Petals Flowers Inc. (419 Whitewood Ave.)

Resolution No. 2017-165

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-009-2017; and

That Council acknowledges the comments received from the public notification and advises that these comments were taken into consideration as indicated in the Planning Report and as part of Council's decision making process;

That Council agrees to amend the provisions of the Town of New Liskeard Zoning By-law 2233 to permit the zone change from Highway Commercial (C3) to Highway Commercial Exception (C3-E); and

That Council directs staff to prepare the necessary by-law to amend the Town of New Liskeard Zoning By-law 2233 for consideration at the May 2, 2017 Regular Council Meeting.

Carried

f) Administrative Report No. CGP-010-2017 – 2017 Northern Ontario Mining Showcase at PDAC – Amendment to By-law No. 2015-161

Resolution No. 2017-166

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-010-2017, more particularly Appendix 01 – 2017 Northern Ontario Mining Showcase Final Report;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-161 (Agreement with Markey Consulting to provide event management services) to adjust payment based on \$600 per exhibitor for the 2017 and 2018 Northern Ontario Mining Showcase events at PDAC for consideration at the April 18, 2017 Regular Council meeting; and

That Council directs staff to submit a funding application to FedNor for the City of Temiskaming Shores to lead the Northern Ontario Mining Showcase at the 2018 PDAC Event.

Carried

g) Memo No. 013-2017-CS – Dedicated Internet and Wide Area Network (WAN) Services

Resolution No. 2017-167

Moved by: Councillor Hewitt
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 013-2017-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Eastlink for dedicated Internet and Wide Area Network (WAN) Services for consideration at the April 18, 2017 Regular Council meeting.

Carried

h) Administrative Report No. CS-023-2017 – Vesting of Tax Arrears Certificate (TAC) for Properties

Resolution No. 2017-168

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-023-2017;

That Council for the City of Temiskaming Shores directs staff to proceed with the Notice of Vesting for Roll 54 18 010 008 36400; and

That Council for the City of Temiskaming Shores directs staff to proceed with the Notice of Vesting for Roll 54 18 030 009 34000.

Carried

i) Memo No. 003-2017-PPP – Post Traumatic Stress Disorder (PTSD) Prevention Plan

Resolution No. 2017-169

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. 003-2017-PPP, more specifically Appendix 01 – PTSD Prevention Plan for the Temiskaming Shores Fire Department for information purposes.

Carried

j) Administrative Report No. PW-009-2017 – Water Meter Assessment Project

Resolution No. 2017-170

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-009-2017;

That Council agrees to move forward with the water rate assessment; and

That Council directs staff to prepare and release a Request for Quotation for the supply of the associated water meters to perform the assessment.

Carried

k) 2016 Year-end Financial Presentation

City Manager, Chris Oslund utilizing the overhead projector presented the 2016 Year-end financials with the purpose of reviewing the budget variances and the unaudited year end estimates with Council.

Resolution No. 2017-171

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges a presentation of the unaudited 2016 Year-end Financial Report from the City Manager and Treasurer for information purposes.

Carried

16. By-laws

Resolution No. 2017-172

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2017-059 Being a by-law to enter into an agreement with Eastlink for dedicated Internet and WAN Services

By-law No. 2017-060 Being a by-law to adopt the 2017 Municipal Budget for the City of Temiskaming Shores

By-law No. 2017-061 Being a by-law to amend By-law No. 2015-161 (Agreement with *Markey Consulting* to provide event management services for the Northern Ontario Showcase event at the Prospectors and Developers Association of Canada 2017 and 2018 Conventions)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-173

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2017-059;

By-law No. 2017-060; and

By-law No. 2017-061

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, May 2, 2017 at 6:00 p.m.

b) Regular – Tuesday, May 16, 2017 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2017-174

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – OMERS membership**

Carried

Resolution No. 2017-175

Moved by: Councillor Foley
Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 7:42 p.m.

Carried

Matters from Closed Session

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – OMERS membership**

Council provided direction to staff in closed session.

20. Confirming By-law

Resolution No. 2017-176

Moved by: Councillor Foley
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2017-062 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 18, 2017** be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-177

Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that By-law No. 2017-062 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2017-178

Moved by: Councillor McArthur
Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 7:44 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



Business Licensing

Provisional By-law No. 2017-025

Business Licencing



Background

- Current Licensing Policy governed by By-law No. 2011-114;
- Council considered Admin Report CGP-019-2013 at the July 2, 2013 Regular Council meeting which identified concerns with Transient Traders and Door-to-Door Sales persons;
- No requirement for a criminal background check, concerns with licensing fees being too low, and there is no short form wording (ability to issue tickets for non-compliance);
- Res. No. 2013-301 directs staff to complete a comprehensive review and suspend issuance of Hawker / Peddler Licenses pending outcome of review.

Business Licencing



Background

- A new policy was drafted and reviewed in detail by Senior Staff on February 10, 2016 – the number of business types to be regulated was reduced down to 6 from 15;

Hawker/Peddler

Pawnbroker

Trade Shows

Precious Metal Purchaser

Refreshment Vehicle

Home Based Business

- Policy was modified and presented/reviewed by the Corporate Services Committee in March 2016;
- Further modifications were implemented as well as the development of associated Application Forms and other templates;

Business Licencing



- Policy was presented and reviewed by the Corporate Services Committee again in February 2017;

Provisional By-law No. 2017-025

- Administrative Report CS-014-2017 was considered at the February 21, 2017 Regular Council meeting, provided Provisional approval (1st & 2nd reading) and directed staff to undertake a public consultation process and circulate to the Attorney General;
- Several written comments and some phone calls were received in regards to this issue – details related to these communications was provided within the Council package.

Business Licencing



Policy Highlights

2.1 Purpose for Business Licensing Policy

The City of Temiskaming Shores recognizes that the Commercial establishments within the City play a vital part in the economy and that the City receives taxation through property assessments.

The City also recognizes the economic benefit of other types of commercial entities that are not established on a permanent basis to which there is no formal tax structure.

The purpose of this policy is to apply a fee to offset staff time to process Business Licenses as well as payment in lieu of taxation; additionally the provisions contained herein are meant to assist with consumer protection.



Policy Highlights

2.7 Charitable Organizations

Any non-profit charitable or non-profit non-charitable organizations selling items for the purpose of raising funds for such organizations are not required to obtain a Licence.

2.30 Exemption of Licence for Special Events

Notwithstanding any other provisions of this by-law, any vendor selling goods or services at a special event, endorsed by Council and approved by the event coordinators, shall be exempt from the requirement to obtain a licence under the provisions of this by-law.

Business Licencing



THANK YOU



**Canadian Mental
Health Association**
Mental health for all

**Association canadienne
pour la santé mentale**
La santé mentale pour tous

10 a)
Cochrane
Timiskaming



Timmins
330 avenue Second Avenue
Suite 201
Timmins, ON P4N 8A4
Tel/tél: 705.267.8100
Fax/télé: Administration:
705.268.8742
Fax/télé: Client Services /
Service à la clientèle
705.267.8202
cmhatim@cmhact.ca

Kirkland Lake
5, rue Kirkland ouest
5 Kirkland Street West
Kirkland Lake, ON P2N 1N9
Tel/tél: 705.567.9596
Fax/télé: 705.567.5211
cmhatmsk@cmhact.ca

Englehart
63, rue 5th Street
Englehart, ON P0J 1H0
Tel/tél: 705.544.1971
Fax/télé: 705.5442117
cmhatmsk@cmhact.ca

Temiskaming Shores
P.O. Box / C.P. 249
20 rue May Sud
20 May Street South
Temiskaming Shores, ON
P0J 1P0
Tel/tél: 705.647.4444
Fax/télé: 705.647.4434
cmhatmsk@cmhact.ca

**Maison d'hébergement pour
femmes Tranquility House
Women's Shelter**
P.O. Box / C.P. 300
Matheson, ON P0K 1N0
Tel/tél: 705.273.2339
Fax/télé: 705.273.2457
cmhaws@cmhact.ca

www.cmhact.ca

Charitable Registration
#10686 3947 RR0001

Mayor Carmen Kidd
City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury, ON
P0J 1K0

April 7, 2017

Dear Mayor Kidd,

For 66 years, the Canadian Mental Health Association (CMHA) has hosted Mental Health Week in Canada during the first week of May. We are writing to you today to request that you proclaim May 1-7, 2017 as CMHA Mental Health Week in Temiskaming Shores.

CMHA Mental Health Week has become a tradition in Canada, and is proclaimed by municipalities across the country. Every year during this popular awareness week, CMHA encourages Canadians to "get loud" by taking action to improve mental health, while reflecting on their own attitudes.

CMHA Cochrane-Timiskaming Branch offers a wide variety of programs and services to individuals living with mental illness in our community. We also work to raise awareness for mental illness and encourage everyone to see the person behind the illness through public educations and campaigns like CMHA Mental Health Week.

We hope you will join us in getting loud for mental health by proclaiming May 1-7, 2017 "CMHA Mental Health Week."

I am attaching a sample proclamation for your reference.

I look forward to hearing from you, and am at your disposal if you require further information.

Sincerely,

Andréanne Denis

Andréanne Denis
Communications Manager, CMHA Cochrane-Timiskaming
adenis@cmhact.ca
(705) 267-8100 ext. 2230

MAY 2/17.



**Canadian Mental
Health Association**
Mental health for all

**Association canadienne
pour la santé mentale**
La santé mentale pour tous

**Cochrane
Timiskaming**

CMHA Mental Health Week Proclamation

WHEREAS, CMHA Mental Health Week promotes mental health awareness through education campaigns, activities and events held across the Town of Kirkland Lake and offers practical ways to maintain and improve mental health and support recovery from mental health problems and illnesses

WHEREAS, the Canadian Mental Health Association encourages everyone to Get Loud for mental health – to speak up and take action to improve mental health for all Canadians

WHEREAS, increased awareness and understanding of mental health will promote the use of mental health services and supports and ensure Canadians with mental health problems and illnesses are afforded the opportunity to recover

WHEREAS, the Canadian Mental Health Association actively supports and encourages good mental health in all aspects of our lives, during CMHA Mental Health Week and throughout the year

NOW THEREFORE BE IT RESOLVED THAT,

The Town of Kirkland Lake hereby proclaims the week of May 1 to 7, 2017, as CMHA MENTAL HEALTH WEEK. I encourage all citizens to join me and Get Loud for mental health.

Name

Title

Representing the Town of Kirkland Lake

Ministry of Citizenship and
Immigration

Minister

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

Ministère des Affaires civiles et
de l'Immigration

Ministre

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



April 2017

Dear Friends,

It is my pleasure to send you this call for nominations for the inaugural **Champion of Diversity Award**.

This award will recognize outstanding individuals, groups and employers who play a crucial role in promoting immigrant success, economic growth, cultural diversity and inclusion in Ontario. Nominations can be submitted in one of the three (3) award categories:

- Inclusion and Diversity
- Cross-Cultural Understanding
- Business Leadership in Immigrant Employment

To submit a nomination for this award:

- a) Visit ontario.ca/honoursandawards.
- b) Select the category based on award type.
- c) Click on the **Champion of Diversity Award**.
- d) Download the PDF form.
- e) Read the eligibility criteria and instructions carefully.
- f) Fill out the form, then submit it **no later than May 15, 2017**. Instructions for submitting your nomination package can be found on the website.

If you have any questions please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391, or email ontariohonoursandawards@ontario.ca.

I hope you will take this opportunity to recognize the essential role that individuals, groups or employers play in championing the immigration experience in Ontario.

Thank you for your attention to this important recognition program.

Sincerely,

Laura Albanese
Minister

Apr 18/17.

**Minister
Responsible for
Seniors Affairs**

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

**Ministre délégué
aux Affaires des
personnes âgées**

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710
Télé.: (416) 325-4787



April, 2017

Dear Mayor or Reeve,

June marks the 33rd anniversary of Seniors' Month in Ontario. To recognize the important role seniors play in our communities, we will be celebrating this year under the theme of "Living Your Best Life."

During our celebrations in June, we can highlight how our seniors have built our communities and continue to contribute their time and talents in many ways.

It's important we all recognize their achievements, and what better way than by proclaiming June as Seniors' Month in your community. I am asking you to make this proclamation and have attached a sample to make it easier for your municipality to participate. We will also be sending promotional materials for Seniors' Month soon.

I would also like to encourage you to work with your local MPP(s) to host Seniors' Month events in your community. We would be happy to help you promote your event online. Please send your event details to infoseniors@ontario.ca.

Two years ago we introduced our Twitter account to Ontario's seniors and we were impressed by the enthusiastic response to our online campaign. If you haven't already done so, please follow us [@OntSeniors](https://twitter.com/OntSeniors).

For 2017, I encourage you to visit (and like) our new Facebook page: facebook.com/SeniorsOntario, where seniors across Ontario can share information important to them.

Each year, municipalities have the opportunity to pay tribute to one outstanding senior with the [Senior of the Year Award](#). A certificate, provided by the Ontario government, is signed by Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself as Minister of Seniors Affairs, and the local Head of Council.

I encourage you to submit a nomination before April 30, 2017 and during Seniors' Month, showcase how your seniors are making a difference in your community. Throughout the month of June, I hope to visit a number of municipalities to help celebrate the achievement of local seniors.

Finally, for more information on Seniors' Month and other supports for seniors, please visit the Ministry website at www.ontario.ca/seniors.

Thank you for your consideration, and for honouring how our seniors are living their best lives.

Sincerely,

Dipika Damerla
Minister of Seniors Affairs

Enclosed: sample proclamation



Services de santé du

TIMISKAMING

Health Unit

Enhancing your health in so many ways.

Head Office:

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

Branch Offices:

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

www.timiskaminghu.com

March 27, 2017

The Honourable Jane Philpott
Minister of Health, Health Canada
70 Colombine Driveway, Tunney's Pasture
Ottawa, ON K1A 0K9

Dear Minister Philpott:

Re: Bill S-228 - Prohibiting Food and Beverage Marketing Directed at Children

On March 22, 2017, at a regular meeting of the Board for the Timiskaming Health Unit, the Board considered the attached resolution from Sudbury & District Health Unit regarding restricting the marketing of unhealthy foods and beverages to children under Bill S-228, an Act to Amend the Food and Drugs Act. The following motion was passed:

Motion 19R-2017

Moved by: Tony Antoniazzi

Seconded by: Merrill Bond

The Board of Health agrees to send a letter of support for Bills-228 by endorsing the correspondence from Sudbury & District Health Unit regarding: Restricting the Marketing of Unhealthy Food and Beverages to Children.

Carried

Sincerely,

Chair Carman Kidd
Timiskaming Board of Health

- cc. The Honourable Kathleen Wynne, Premier of Ontario
The Honourable Eric Hoskins, Minister of Health and Long-Term Care
Ms. Roselle Martino, Assistant Deputy Minister, Population and Public Health Division
Dr. David Williams, Chief Medical Officer of Health
Ms. Nancy Green-Raine, Senator
Mr. Anthony Rota, MP, Nipissing - Timiskaming
Mr. John Vanthof, MPP, Timiskaming-Cochrane
Mr. Charlie Angus, NDP, Timmins-James Bay
Mrs. Linda Stewart, Association of Local Public Health Agencies
Ontario Boards of Health
Mayor/Reeves, Timiskaming Health Unit Constituent Municipalities
Stop Marketing to Kids Coalition



Sudbury & District

Health Unit

Service de
santé publique

*Make it a
Healthy
Day!*

*Vissez Santé
dès
aujourd'hui!*

Sudbury

1300 rue Paris Street
Sudbury ON P3E 3A3
☎ : 705.522.9200
☎ : 705.522.5182

Rainbow Centre

10 rue Elm Street
Unit / Unité 130
Sudbury ON P3C 5N3
☎ : 705.522.9200
☎ : 705.677.9611

Chapleau

101 rue Pine Street E
Box / Boite 485
Chapleau ON P0M 1K0
☎ : 705.860.9200
☎ : 705.864.0820

Espanola

800 rue Centre Street
Unit / Unité 100 C
Espanola ON P5E 1J3
☎ : 705.222.9202
☎ : 705.869.5583

Île Manitoulin Island

6163 Highway / Route 542
Box / Boite 87
Mindemoya ON POP 1S0
☎ : 705.370.9200
☎ : 705.377.5580

Sudbury East / Sudbury-Est

1 rue King Street
Box / Boite 58
St.-Charles ON P0M 2W0
☎ : 705.222.9201
☎ : 705.867.0474

Toll-free / Sans frais

1.866.522.9200

www.sdhu.com

January 25, 2017

VIA EMAIL

The Honourable Jane Philpott
Minister of Health
Health Canada
70 Colombine Driveway, Tunney's Pasture
Ottawa, ON K1A 0K9

Dear Minister Philpott:

Re: Restricting the Marketing of Unhealthy Foods and Beverages to Children

The link between the marketing of unhealthy foods and beverages to children and obesity is a significant public health concern.

At its meeting on November 24, 2016, the Sudbury & District Board of Health carried the following resolution #60-16:

WHEREAS children are particularly susceptible to commercial marketing and need to be protected from marketing influences on their food and beverages choices; and

WHEREAS Health Canada, through the newly introduced multi-year Healthy Eating Strategy, is committed, following a review of the evidence and consultation with experts in the field, to introducing restrictions on the commercial marketing of unhealthy food and beverages to children; and

WHEREAS the Stop Marketing to Kids Coalition's Ottawa Principles outline the components required for effective policies and regulations on any form of commercial advertisement or otherwise promotion of food and beverages to children age 16 years and younger; and

WHEREAS the Association of Local Public Health Agencies endorsed The Ottawa Principles, and has written a letter of support for Senator Nancy Green-Raine's Bill S-228, Child Health Protection Act, which if passed would ban food and beverage marketing to children under 13 years of age; and

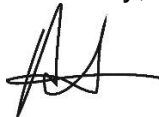
THEREFORE BE IT RESOLVED THAT the Sudbury & District Board of Health encourage Members of Parliament to endorse Bill S-228, and commend the Honourable Jane Philpott, Minister of Health, for introducing the multi-year Healthy Eating Strategy; and

FURTHER THAT this motion be forwarded to local, provincial and federal health and non-health sector partners as appropriate.

Dietary patterns are established early in life and consistent exposure to unhealthy food and beverage advertisements have a significant negative impact on child food preferences, purchase requests and consumption patterns¹.

Regulation of food and beverage marketing to children is an effective and cost saving population based intervention to improve health and prevent disease². The Sudbury & District Board of Health commends Senator Nancy Green-Raine for this bill and strongly urges the federal government to implement a legislative framework to protect child health by ensuring protection from aggressive marketing of unhealthy food and beverages.

Sincerely,



Penny Sutcliffe, MD, MHSc, FRCPC
Medical Officer of Health and Chief Executive Officer

cc: The Honourable Kathleen Wynne, Premier of Ontario
The Honourable Eric Hoskins, Minister of Health and Long-Term Care
Ms. Roselle Martino, Assistant Deputy Minister, Population and Public Health Division
Dr. David Williams, Chief Medical Officer of Health
Ms. Nancy Green-Raine, Senator
Mr. Marc Serré, MP, Nickel Belt
Mr. Paul Lefebvre, MP, Sudbury
Ms. Carol Hughes, MP, Algoma-Manitoulin-Kapuskasing
Mr. Glenn Thibeault, MPP, Sudbury
Ms. France Gélinas, MPP, Nickel Belt
Mr. Michael Mantha, MPP, Algoma-Manitoulin
Ms. Linda Stewart, Executive Director, Association of Local Public Health Agencies
Ontario Boards of Health
Mayors/Reeves, Sudbury & District Health Unit Constituent Municipalities
Stop Marketing to Kids Coalition

¹ McGinnis JM, Gootman JA, Kraak VI (Eds.) *Food Marketing to Children and Youth: Threat or Opportunity?* Committee on Food Marketing and the Diets of Children and Youth. Washington, DC: IOM; 2006.

² Cecchini M, Sassi F, Lauer JA, Lee YY, Guajardo-Barron V, Chisholm D. Tackling of Unhealthy Diets, physical inactivity, and obesity: Health effects and cost-effectiveness. *Lancet* 2010; 376 (9754): 1775-84.

1. CALL TO ORDER

- Meeting called to order at 10:00 a.m.

2. ROLL CALL

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input type="checkbox"/> John McCarthy | <input checked="" type="checkbox"/> Joel Breault |
| <input checked="" type="checkbox"/> Chris Oslund | <input type="checkbox"/> Derrick Buffam (Alt.) | <input type="checkbox"/> Monique Chartrand |
| <input checked="" type="checkbox"/> Timothy Uttley | <input checked="" type="checkbox"/> Thomas McLean | <input checked="" type="checkbox"/> Maria McLean |
| <input checked="" type="checkbox"/> Kelly Conlin | <input type="checkbox"/> Airianna Misener | <input type="checkbox"/> Emily Disley |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation EMPC-2017-001

Moved by: Mayor Kidd

Be it resolved that:

The Emergency Management Program Committee agenda for the March 9, 2017 meeting is approved as printed.

Carried

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation EMPC-2017-002

Moved by: Joel Breault

Be it resolved that:

The Emergency Management Program Committee minutes of the December 8, 2016 meeting be adopted as amended.

Carried

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. DELEGATIONS

- None

8. CORRESPONDENCE

- None

9. UNFINISHED BUSINESS

9.1 The CEMC provided an overview of a number of training initiatives currently being developed and that have been scheduled:

- IMS-100 (Incident Management System) Training. The CEMC and the Committee Chair are in the process of developing a IMS-100 course that would be delivered in-house for City Staff and other supporting agencies.
- IMS-200 Training – The OFMEM will be delivering the IMS-200 course in Temiskaming Shores on May 24th-25th. Anyone interested in taking this course must have taken the IMS-100 course first. To enroll visit the OFMEM Training Portal.
- The next OFMEM Killarney Sector Meeting is scheduled to take place June 1st in the City of Temiskaming Shores. The CEMC and CEMC (Alt) will be attending this meeting.
- The CEMC along with the Chair will be coordinating the MECCG Annual Exercise for 2017.

10. NEW BUSINESS

10.1 EMPC Members Contact Information Update – A contact sheet for committee members was reviewed and will be updated then forwarded to all members.

10.2 Emergency Preparedness Week (May 7th – 13th, 2017): The CEMC provided an overview of the draft agenda for EP Week this year. A committee was established to assist with the coordination of events.

11. SCHEDULE OF MEETINGS

- Thursday, May 25th, 2017 - 10 a.m. Dymond Fire Station

12. ADJOURNMENT

Recommendation EMPC-2017-003

Moved by: Chris Oslund

Be it resolved that:

The Emergency Management Program Committee meeting is adjourned at 10:35 a.m.

Carried

CHAIR

RECORDER

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, March 15, 2017

7:00 p.m. at the New Liskeard Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:00 p.m.

2. Roll Call

Present: Donald Bisson, Danny Whalen, Brenda Morissette, Jeff Laferriere, Roger Oblin and CEO/Head Librarian Rebecca Hunt. Robert Dodge arrived at 7:50 p.m. Jeff Laferriere left the meeting at 7:55 p.m.

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Roger Oblin

Seconded by: Jeff Laferriere

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

Carried.

4. Adoption of the Minutes

Moved by: Danny Whalen

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, February 15, 2017 and the E-Meeting of Friday, February 17, 2017 meeting as presented.

Carried.

5. Business arising from Minutes

- a. Roger Oblin updated the Board on the status of the Friends of the Library, Haileybury Branch group. The tax forms have been filled out by Secretary Rebecca Hunt and will be filed shortly. The group will then draft a letter to the Canada Revenue Agency informing them that they will disband and asking for charitable status to be revoked.

6. Correspondence:

- a. **From:** Kevin Finnerty, Assistant Deputy Minister, Culture Division—Ministry of Tourism, Culture and Sport.

Re: Invitation to Rebecca Hunt to attend the Culture Strategy roundtable consultations.

- b. **From:** Ruth Belliveau-Blain, Coordinator—Centre d'éducation des adultes.

Re: Request for donation. The Board directed the CEO to respond according to library board policy.

7. Secretary–Treasurer's Report

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

Buildings and Equipment:

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

Microfilm Reader was moved from the New Liskeard Branch to the Haileybury Branch on March 6.

Business:

Community Hubs group: I attended a meeting via teleconference on February 23 and a meeting in Haileybury on March 7. The group is moving forward by planning focus group sessions to assess the need for a community hub in the community.

Conseil des Arts Temiskaming Arts Council (CATAC): I completed some personnel policies loosely based on the library's basic personnel policies and submitted them to the board. The organization is now incorporated and will be hiring in the next few months.

Digital Creator North (Near North Mobile Media Lab Trillium project): An offer was made and accepted by Stephen Kozinski, from Russell, Ontario. Steve relocated here at the end of February and started his position with the library on February 27. There will be a soft launch of the Digital Creator space during March break and programming will begin over the next few months.

Donation: The Donation of letters, postcards and pictures from Colleen O'Shea has been scanned by Roger Oblin and a copy of the scanned documents has been saved on the library server. It is not yet available to the public. The tax receipt and a thank you card was sent to Ms. O'Shea.

Federation of Ontario Public Libraries: The Federation submitted a budget proposal to the ministry of Tourism, Culture and Sport which called for an increase in the annual operating grant for public libraries.

Health and Safety talk: City staff have asked that I share the information the OPP passed along to me about the dangers of Fentanyl laced drugs after recent OPP calls to the library. I have a Safety talk scheduled with the Leisure Services staff members on Wednesday, March 8.

Ontario Library Capacity Fund Research and Innovation grant—Library value study: A teleconference was held on Thursday, March 2. Training for the toolkit will begin at the Spring Networking sessions for northern Ontario public libraries. Ontario Library Services has asked that I travel to Manatoulin Island to train the libraries there on the Toolkit on May 10. They will pay all travel expenses.

Proctoring Exams: The Thunder Bay Multicultural Centre and the North Bay Multicultural Centre language assessment exams have been scheduled for March 24.

Programming:

Visits to the Extendicare, Lodge and Manor nursing homes to exchange books

Ongoing on Fridays and Saturdays by staff members and volunteers. This winter the Lodge and Extendicare were both on outbreak for most of the month of January so visits did not take place.

Gadget Help to the Extendicare

Monthly visits by a staff member continue this winter on an as-needed basis.

Life Skills visits at the New Liskeard Branch

The Life Skills group continues to visit every Wednesday for a storytime and craft activity. The participants in the program look forward to their weekly visits and are enthusiastically learning skills about co-operation, social skills and the enjoyment of reading.

Timiskaming Child Care visits from Ste. Croix school to the Haileybury Branch

Timiskaming Child care is bringing children from the daycare at Ste. Croix school to the Haileybury branch of the library for visits on occasion. They visited in January and want to come again at the end of February. We have been arranging the visits on Carmen Peddie's off desk day so she can work in Haileybury on those mornings and run the program bilingually.

Gadget Helper at both branches of the library

Thursdays in alternating branches. Both branches are fully booked for the month of March and into April.

Temiskaming Shores Public Library Online Book Club

A book club from the comfort of your home. Participants work on their own timeline and comment whenever they can find some time.

Les Liseuses à la succursale de New Liskeard

Les Liseuses de la bibliothèque publique de Temiskaming Shores – Club de lecture pour les adultes. Le premier mardi du mois de 10 h 15 à 11 h 15 à la succursale de New Liskeard.

La Leche League Meetings at the New Liskeard Branch

A new La Leche League group providing breastfeeding support to new moms will be meeting on the second Tuesday of each month at 6:30 p.m. at the New Liskeard branch of the library.

Digital Creator North Open House

During March Break (March 14-18) we will be having an open house soft launch of the Digital Creator North program. Steve will be on hand to demonstrate equipment, answer questions and do a workshop on photoshop on the Saturday.

True North Karaoke at Both Branches of the Library

Wednesday, March 15

New Liskeard Branch: 11:00 a.m.-12:00 noon

Haileybury Branch: 2:00 p.m. -3:00 p.m.

A program inviting youth aged 7-14 years old to try their hand at all Canadian artists Karaoke!

All it Takes is a Tee Shirt craft at the New Liskeard Branch

Thursday, March 16 from 11:00 a.m.—noon

For youth aged 10—18 years

A craft program in which kids make their own bag with a patriotic flair!

Snowshoes for rent at the Haileybury Branch Library!

The Temiskaming Shores Public Library, in partnership with the City of Temiskaming Shores Recreation Department and the Healthy Kids Community Challenge, is offering snowshoes for rent at the Haileybury Branch Library. Come in to pick up a few pairs for the family to try out this great outdoor winter activity! A \$20.00 cash deposit per pair is required. So far we have circulated 14 pairs this season.

Nordic Walking Pole Sets for Loan at Both Branches of the Library

The Temiskaming Shores Public Library, in partnership with the Timiskaming Health Unit, is offering Nordic Walking Pole sets for loan. A fun activity for all ages and fitness levels and great for year round use. A set or two is usually in circulation, showing that the poles are still popular.

Report LIB-008-2017 Workplace Inspection

Finances and Statistics

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

Motion #2017-11

Moved by: Jeff Laferriere
Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the March Secretary-Treasurer's report, Financial report and Workplace Inspection report.

Carried.

8. Committee Reports

- a. **Finance and Property Committee:** Nothing to report.
- b. **Planning, Personnel, Policy and Publicity Committee:** Nothing to report
- c. **Building Committee:** Nothing to report.

9. New Business

- a. **Report LIB-006-2017 Culture Strategy Roundtable meetings attendance.**
Motion.

Motion #2017-12

Moved by: Roger Oblin
Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-006-2017 Culture Strategy Roundtable and recommends sending Library CEO Rebecca Hunt to the Ministry of Tourism Culture and Sport's Ontario Culture Strategy Roundtable meetings in March, May and June, 2017.

Carried.

b. Report LIB-007-2017 Ontario Arts Council webinar. Motion.

Motion #2017-13

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board allows the use of the New Liskeard library building on Monday, March 27 from 6:00 until 9:00 pm for an Ontario Arts Council Webinar open to registered members of the public with the understanding that a staff member will be present and close the building at the end of the session.

Carried.

c. Introduction of new employee. The Board was introduced to the Digital Creator Program Lead and shown the space at the New Liskeard Branch.

10. Plan, Policy review and By-law review

a. Review Policy

i. Info-1: Information Services

Motion #2017-14

Moved by: Roger Oblin

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy Info-1 "Information Services" as reviewed by the Board.

Carried.

11. Closed Session

- a. Incident report.
- b. Staffing update
- c. Personnel Policy review

Motion #2017-15

Moved by: Roger Oblin

Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:00 p.m.

Carried.

Motion #2017-16

Moved by: Roger Oblin

Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:30 p.m. without report.

Carried.

12. Adjournment

Adjournment by Roger Oblin at 8:31 p.m.

Chair – Donald Bisson

1. Call to Order

The meeting was called to order at 9:02 A.M.

2. Roll Call

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

3. Review of Previous Minutes

The minutes of the January 25, 2017 Contract Consultation Meeting with Operating Authority were reviewed by the Committee.

4. Unfinished Business

FACILITIES

4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road

Discussion:

No update

Discussion:

PLC is ready to be installed. City staff will look at the drainage issues around the building.

4.2 Station St. Sanitary Lift Station

Previous Discussion:

No update

Discussion:

No update

4.3 Groom Drive

Previous Discussion:

No update

Discussion:

New communication antenna will be installed.

4.4 Haileybury Mechanical Wastewater Plant – 275 View St

Sludge

Previous Discussion:

A representative from Joe Johnson (Vacuum Truck Supplier) has been looking into the vacuum truck backflow issues and options to resolve.

Discussion:

Vacuum truck backflow issues have been resolved. Crews will begin sludge haul, Steve Burnett will meet with City staff to review proper form completion. OCWA suggests adjusting the main gates.

E-coli issues:

Previous Discussion:

OCWA and City staff will schedule a separate meeting to address the E-coli issues and look to establish a permanent solution.

Discussion:

OCWA suggests the install of a UV system at the Haileybury Mechanical Plant will address the E-coli issues.

City staff to follow up on fire hoses at the plant.

Covers on the #2 Cell are heavy and make it difficult to maneuver, Eddie will look at pricing to replace.

4.5 Farr Drive Pumping Station

Previous Discussion:

No update.

Discussion:

SCADA system is complete at the Farr Pumping Station.

4.6 Haileybury Water Treatment Plant – 322 Browning St

MCC/ PLC Replacement

Previous Discussion:

The electrical work is on-going- waiting on the arrival of electrical components to complete the work. OCWA and City Staff will schedule an on-site meeting with the City's CBO to ensure the work meets the building code.

Discussion:

MCC replacement is on-going. Electricians are back on-site to continue work. OCWA indicated that an upcoming shut down will be required to test the system.

Security

Previous Discussion:

Fences will be addressed in the spring. A large tree onsite will need to be removed to avoid any issues in future years.

Discussion:

No update. Crews will look at security upgrades once the snow is melted. Repairs are needed on the front hatches.

4.7 Haileybury Reservoir – Niven St.

Previous Discussion:

As part of the NC Water Stabilization Project, 3 separate shutdowns will occur with the first scheduled for Tuesday January 31st starting at midnight. This shutdown is anticipated to take approximately 3 hours. Steve Burnett has been in contact with the Temiskaming Health Unit to discuss their requirements.

Discussion:

OCWA is looking to get pricing for the new pump and drive. Open cut across the tracks is planned for May.

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

Environment Canada

Previous Discussion:

Blower sizing has been received and was sent to EXP to incorporate into the ECA amendment application.

Discussion:

ECA was sent to the Ministry. Steve Burnett will follow up on the status of the application. Eddie Hillman will conduct an airline assessment.

4.9 Montgomery Sanitary Lift Station

Previous Discussion:

No concerns.

Discussion:

No update.

4.10 Cedar St. Sanitary Lift Station

Previous Discussion:

No concerns.

Discussion:

No update.

4.11 Goodman Sanitary Lift Station – 132 Jaffray St.

Previous Discussion:

City Staff to install a “Restricted Entry” sign on the new gates at the Station entrance.

Discussion:

Issues with the heater at the station, OCWA will follow up with the City’s Building Department.

4.12 New Liskeard Water Treatment Plant – 305 McCamus Ave.

Previous Discussion:

OCWA discussed recent issues with the chlorine pump. Spare parts will be purchased to avoid any disruption.

Discussion:

Chlorine pump repairs completed. Compressor gasket repairs are needed. No updates with regards to the CWWF funding announcements.

4.13 New Liskeard Water Reservoir-177102 Shepherdson Rd.

Previous Discussion:

No update.

Discussion:

Eddie Hillman reported antenna issues at the reservoir, OCWA will continue to monitor. A hypo tank was suggested to be installed to optimize the system.

4.14 Dymond Water Reservoir – 286 Raymond St

Plant Upgrades

Previous Discussion:

Commissioning of the pumps and VFD's is scheduled for next week. All upgrades will be completed.

Discussion:

No issues. City staff and OCWA will further investigate the low pressure concerns on Zetta Court.

4.15 Gray Road Sanitary Lift Station – 783495 Gray Rd

Previous Discussion:

Doug Walsh provided a project update on the Gray road looping project.

Discussion:

No update. Gray Road project is on-going and on schedule reported Steve Burnett.

4.16 Niven St Pumping Station – New Liskeard

Previous Discussion:

On-going

Discussion:

No update.

4.17 Whitewood Pumping Station – New Liskeard

Previous Discussion:

On-going

Discussion:

No update.

5. MOE Compliance Issues

This section reviews a number of issues based on the binder compiled and kept at the Public Works Office (Engineering). The numbers are based on the system established within the binder.

5.1 Reservoir Inspections

Previous Discussion:

City staff and OCWA will schedule the Robotic camera training in the near future. Inquiry on rentals of the robotic camera to surrounding municipalities was discussed and will be reviewed.

Discussion:

City staff and OCWA will conduct the robotic camera training at the Haileybury reservoir.

5.2 Manitoulin Transport - New

Previous Discussion:

Water Samples were sent to determine the required water softener. Low Chlorine recently resulted in a boil water advisory.

Discussion:

A water softener was installed. Recent issues with the display screen, OCWA replaced the screen and continue to monitor. Notification was sent to the Ministry.

6. Communications Upgrades

Previous Discussion:

On-going

Discussion:

On-going

7. Schedule of Meetings

The next scheduled contract meeting with OCWA is to be determined.

8. Adjournment

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 10:19 a.m.

DRAFT

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

Meeting Minutes

Wednesday, March 29, 2017

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

Absent: Maria McLean; Voula Zafiris

Also Present: Jennifer Pye, Secretary-Treasurer

Public: Dan Roy – Applicant, A-2017-01(NL)

1. Opening of Meeting

Resolution No. 2017-07

Moved By: Florent Heroux

Seconded By: Angela Hunter

Be it resolved that the Committee of Adjustment meeting be opened at 1:31 p.m.

Carried

2. Adoption of Agenda

Resolution No. 2017-08

Moved By: Suzanne Othmer

Seconded By: Robert Dodge

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

Carried

3. Declaration of Pecuniary Interest

None

4. Adoption of Minutes

Resolution No. 2017-09

Moved By: Angela Hunter

Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the February 22, 2017 Committee of Adjustment Meeting as printed.

Carried

5. Public Hearings

Chair Carman Kidd advised that this afternoon a public hearing is scheduled for one minor variance application.

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

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

Meeting Minutes

Wednesday, March 29, 2017

5.1 Minor Variance Application A-2017-01(NL) – Dan Roy, 169 Lakeshore Road

The Chair declared the public hearing for Minor Variance Application A-2017-01(NL) to be open.

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

Subject land: 169 Lakeshore Road; Dymond Plan M79NB Lot 357, Parcel 8780NND; Town of New Liskeard, City of Temiskaming Shores.

Purpose of the application: The purpose of the application is to permit the construction of 4.57m x 6.1m (15' x 20') deck on the rear of the existing dwelling, wrapping around to a 1.5m x 3m (5' x 10') deck squaring off the northeast corner of the house, and a new 5.5m x 9.14m (18' x 30') detached garage. An existing shed is to be removed.

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

Provision	Zoning By-law 2233	Subject Property
Section 7(2)(f) Building Setback, Flank (minimum)	5.4m	Deck: 2.8m Garage: 3.6m
Section 7(2)(h)(ii) Building Setback, Side, main building without an attached private garage or carport (minimum)	1.2m one side; 4.0m other side	0.7m (south side); 2.8m (north side)
Section 7(2)(h)(iv) Building Setback, Side, other accessory building (minimum)	1.2m	0.7m (south side)

Statutory public notice: The application was received on February 8, 2017 and was circulated to City staff. Notice of the complete application and the public hearing was advertised in the Temiskaming Speaker on March 15, 2017 in accordance with the statutory notice requirements of the Planning Act. Notice was also mailed to property owners within 60m of the subject land.

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

The Committee asked about the location of the driveway in relation to Lakeshore Road and whether or not a new driveway to access the garage was being considered. The owner replied that he has created a ramp from his existing driveway to access the rear portion of his property.

The Committee questioned the general implications of the legal non-complying provisions if the non-complying building were to burn down. Jennifer Pye responded that reconstruction of a legal non-complying building would be permitted provided the non-compliance was not increased.

The Committee asked about the impact of the proposed variances to the use of Bay Street if development of the property at the end of Bay Street were to occur. Jennifer Pye advised that the Bay Street road allowance is 66' in this location and it is not anticipated that there will be any upgrades to Bay Street that would require the use of the entire road allowance. Jennifer Pye also advised that this

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

Meeting Minutes

Wednesday, March 29, 2017

questions was posed to the Public Works Department during the City department head circulation process and no concerns were indicated.

The Committee asked the owner on which side of the garage the garage door would be located. The owner indicated he had not yet made that decision.

The committee considered the following resolution:

Resolution No. 2017-10

Moved By: Robert Dodge

Seconded By: Suzanne Othmer

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2017-01(NL) as submitted by Dan Roy for the following lands: 169 Lakeshore Road; Dymond Plan M79NB Lot 357; Parcel 8780NND; Town of New Liskeard, City of Temiskaming Shores;

And whereas the applicant is requesting relief from the following section of Zoning By-law 2233, as amended:

- 1) Section 7(2)(f) requires a minimum flank building setback of 5.4m. The applicant is requesting 2.8m for the deck and 3.6m for the detached garage;
- 2) Section 7(2)(h)(ii) requires a minimum side building setback for a main building without an attached private garage or carport of 1.2m on one side and 4.0m on the other side. The applicant is requesting 0.7m on the south side and 2.8m on the north side;
- 3) Section 7(2)(h)(iv) requires a minimum side building setback for other accessory buildings of 1.2m. The applicant is requesting 0.7m on the south side;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated March 24, 2017 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Minor Variance Application A-2017-01(NL).

Further be it resolved that the following variance be granted:

That the Committee of Adjustment grant relief from Section 7(2)(f) of Zoning By-law 2233 to permit a minimum flank building setback of 2.8m for the deck and 3.6m for the detached garage;

That the Committee of Adjustment grant relief from Section 7(2)(h)(ii) of Zoning By-law 2233 to permit a minimum side building setback for a main building without an attached private garage or carport of 0.7m on the south side and 2.8m on the north side;

That the Committee of Adjustment grant relief from Section 7(2)(h)(iv) of Zoning By-law 2233 to permit a minimum side building setback for other accessory buildings of 0.7m on the south side.

Subject to the following conditions:

The approval of the minor variance applies only to the deck and detached garage as proposed in the application.

For the following reasons:

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

Meeting Minutes

Wednesday, March 29, 2017

In the opinion of the Committee:

1. The variance maintains the general intent and purpose of the City of Temiskaming Shores Official Plan;
2. The variance maintains the general intent and purpose of the Town of New Liskeard Zoning By-law 2233, as amended;
3. The variance is desirable for the appropriate development or use of the land, building, or structure;
4. The variance is minor.

Carried

6. New Business

None

7. Unfinished Business

None

8. Applications for Next Meeting

Next meeting: Wednesday, April 26, 2017

9. Adjournment

Resolution 2017-06

Moved By: Suzanne Othmer

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be closed at 1:50 pm.

Carried

Carman Kidd
Chair

Jennifer Pye
Secretary-Treasurer



Memo

To: Mayor and Council
From: Mitch Lafreniere, Manager of Physical Assets
Date: May 2, 2017
Subject: Amendment to By-law No. 2013-140 Bus Lease – Removal of Old Buses
Attachments: Draft Amending By-law

Mayor and Council:

On September 3, 2013 Council adopted By-law No. 2013-140 being a tri-party agreement to authorize the entering into an Agreement with the Town of Cobalt and Stock Transportation Ltd. for the lease of four accessible transit buses to Stock Transportation.

Appendix 01 to Schedule “A” of By-law No. 2013-140, as amended lists the current transit buses leased to Stock Transportation consisting of the four (4) original GMC Accessible Transit Buses, the two (2) 35 foot Transit Buses purchased in 2015 and the two (2) 30 foot Transit Buses.

With addition of the recent 30 foot buses the system now operates with four larger accessible Transit Buses and the four (4) original Transit Buses are no longer being utilized on an as needed basis and have been removed from service.

Therefore it is recommended that Appendix 01 to Schedule “A” of By-law No. 2013-140, be amended to delete the four (4) original GMC Accessible Transit Buses.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
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“Original signed by”	“Original signed by”	“Original signed by”
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_____ Mitch Lafreniere Manager of Physical Assets	_____ G. Douglas Walsh Director of Public Works	_____ Christopher W. Oslund City Manager
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The Corporation of the City of Temiskaming Shores
By-law No. 2017-000
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

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

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

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

And whereas Council adopted By-law No. 2013-140 being a by-law to authorize the entering into an agreement with Stock Transportation Ltd. for the lease of four Accessible Transit Buses;

And whereas Council considered Memo 010-2017-PW at the May 2, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-140 to delete the four (4) original GMC Accessible Transit Buses from the agreement for consideration at the May 2, 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 Council hereby amends Appendix 1 of Schedule "A" to By-law No. 2013-140 by adding the following:

Unit	Make	Model Year	VIN	Colour	GVWR	Passenger
1	GMC	TGB38032012	1GD675BL9C1198341	White	14,200	21
2	GMC	TGB38032012	1GD675BL7C1199407	White	14,200	21
3	GMC	TGB38032012	1GD675BL0C1199670	White	14,200	21
4	GMC	TGB38032012	1GD675BL7C1199505	White	14,200	21

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, semantical 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 2nd day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: May 2, 2017
Subject: Purchase of Playground Equipment for Bucke Park
Attachments: Photos of Haileybury Public School Playground Equipment

Mayor and Council:

At the 2016 pre-season meeting for Bucke Park, it was suggested that the municipality look into the purchase of the playground unit at Haileybury Public School for Bucke Park.

Staff contacted District School Board Ontario North East and the units were available for purchase in the amount of \$7,500 plus applicable taxes. After further analysis it was determined that the units (including a playground unit, swing set, and basketball nets) were in good shape and the price reasonable for used units and that removal and installation could be completed in-house.

The 2017 Capital Budget for Bucke Park includes the replacement of doors and windows at the Chalet and the purchase of the playground units through funds of the current and future Bucke Park Reserve account.

It is recommended that the Haileybury Public School playground equipment be purchased in the amount of \$7,500 plus applicable taxes and installed at Bucke Park over the summer of 2017.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager



Subject: Parks and Recreation Ontario -
Youth Advisory Council

Report No.: RS-003-2017
Agenda Date: May 2, 2017

Attachments

Appendix 01: Youth Advisory Committee - Memorandum of Understanding with PRO

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-003-2017; and
2. That Council approves entering into a Memorandum of Understanding with Parks and Recreation Ontario for the development of a Youth Advisory Council in the City of Temiskaming Shores.

Background

For a number of years, the municipality has been considering how to better involve the youth in the community consultation process.

In February of 2017, staff was contacted by Parks and Recreation Ontario (PRO) to determine if the City of Temiskaming Shores would be interested in participating in their Youth Engagement Project.

PRO has received funding to assist five rural communities in the province over the next three years in the development of Youth Advisory Committee's and will provide funding in the amount of \$3,250 to each community.

The first \$1,000 is to offset meeting costs for the Youth Council and the remaining \$2,250 for costs associated with any training opportunities. The municipality will be responsible for the development and monitoring of the project and will be provided with a Tool Kit and connected with a mentor for the project.

Analysis

Communities which have established Youth Advisory Councils or Committee's, are more likely to have higher levels of youth engagement in community activities and have services that respond to the developmental needs of youth. Play Works is supporting the development of Youth Advisory Councils through Parks and Recreation Ontario to rural Ontario communities to encourage youth, including unconnected and/or marginalized youth, to become more actively engaged in leadership and advocacy positions.

The goal is that the group will continue to be supported by the local community at the end of the one year term of funding.

The Superintendent of Community Programming will be the lead on the project.

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 only cost associated with the project would be in-kind provision of meeting space.

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”

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager



PARKS AND RECREATION ONTARIO

Play Works Youth Engagement Project

Youth Advisory Council Development - 2017

This Youth Engagement Project is made possible through funding from the Ontario Trillium Foundation and is facilitated by Parks and Recreation Ontario on behalf of Play Works. The project has a number of components; one of which is the creation of 15 Youth Advisory Councils.

Grant Component: Youth Advisory Council Development

Communities, which have established Youth Advisory Councils or Committees, are more likely to have higher levels of youth engagement in community activities, have services that respond to the developmental needs of youth, and to be recognized as a Youth Friendly Community.

To encourage youth, including unconnected and/or marginalized youth, to become more actively engaged in leadership and advocacy positions, Play Works is supporting the development of Youth Advisory Councils in rural Ontario communities. This year five communities will be provided with seed money and access to a 'community mentor' to help establish their councils.

It is expected that the establishment and operation would take place in conjunction with the school year, although communities will be selected and may want to begin planning in the spring. The goal is that the group will continue to be supported by the local community at the end of the school year. Five new communities will have similar opportunities in year three of the grant, for a total of 15 new Youth Advisory Councils operating at the end of the Trillium grant.

Resources Provided to the Local Community:

- **\$1,000 to offset meeting costs for the Youth Council**
Meeting costs could include things such as refreshments and materials for council meetings, travel, incentives, t-shirts, etc. These can be determined by each community – there are no restrictions on its use other than that the emerging Youth Advisory Council (YAC) decides how best use the funds to support its development. This funding will be sent after receiving the signed Memorandum of Understanding.
- **\$2,250 for costs associated with any training opportunities**
The YAC members through consultation with the adult advisor will determine a plan for use of the \$2,250 in training funding and send requests for approval to PRO as needed.

1 Concorde Gate, Suite 302, Toronto, ON M3C 3N6

TEL 416.426.7142 FAX 416.426.7371 WEB www.prontario.org

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- Funding will be approved for attendance at the MBA and the new Rural Youth Engagement workshops to be held in 2017-18.
 - Funding will be approved if the mentor is asked to facilitate training over and above the mentor's responsibilities outlined in this memorandum. The funding should include some form of honorarium and travel costs.
- **A Youth Advisory Toolkit**
This comprehensive manual will be provided as a resource to each community.
 - **Access to a Community Mentor**
Your mentor will be trained in using the 'Youth Advisory Toolkit' and will schedule three (3) on-site meetings with the adult/staff advisor. An initial meeting will focus on reviewing the toolkit, establishing an action plan/critical path for the project and setting up times for monthly telephone contact (although contact can be made at any time as needed with the mentor). The other on-site meetings will be determined by the mentor/adult advisor as required.

During the visit nearing the end of the program, the mentor will host a brief YAC impact/outcome focus group to identify success and future opportunities.
 - **Contact with the other Youth Advisory Councils**
If felt to be beneficial, conference calls will be set up with Youth Council liaisons from the other participating communities to share information and solicit input and feedback.

Local Community Commitment:

- **Adult Liaison**
The community agrees to have an adult advisor (municipal staff person) supporting the development of the YAC and who will act as the primary contact for both the mentor and Parks and Recreation Ontario (PRO).
- The adult advisor will meet with the community mentor prior to the establishment of the youth advisory council to review the Youth Advisory Toolkit, set up times for the monthly calls with their mentor. The adult advisor will coordinate the on-site visits with the mentor.
- **Evaluation**
As part of the grant, the Ontario Trillium Foundation requires the youth to participate in a pre-, mid- and post- involvement survey, to determine the impact they feel their involvement in this new group is having on them personally.

The adult advisor will take part in a pre- and post- evaluation.

Youth Council members will participate in a brief focus group at the end of the school year to capture successes and learnings from their work.
- **Accountability**
The community will invoice PRO for the \$1,000 and monitor these funds through the municipal operating budget with direction from the youth members.



PARKS AND RECREATION ONTARIO

- The YAC members through consultation with the adult advisor will determine a plan for use of the \$2,250 in training funding and send requests for approval to PRO as needed.

The community representative is asked to sign this document as a Memorandum of Understanding of the roles that it, Parks and Recreation Ontario, on behalf of Play Works, and the mentors will have in this project.

Community Representative Name (Print)

Community Representative Title

Community Representative Name (Signature)

____ / ____ / ____
Day Month Year

1 Concorde Gate, Suite 302, Toronto, ON M3C 3N6

TEL 416.426.7142 FAX 416.426.7371 WEB www.prontario.org

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Subject: Summer Concession Operations
Rotary Farr and Dymond Park

Report No.: RS-004-2017
Agenda Date: May 2, 2017

Attachments

Appendix 01: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-004-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into an Agreement with the Treehouse for the operation of the Rotary Farr Park and Dymond Ball Park summer concession stands for consideration at the May 2, 2017 Regular Council meeting.

Background

In 2016, David and Barbara Treen applied to operate the Rotary Farr Park concession and 2/3 into the season began operating the Dymond Ball Park Concession as well.

Traditionally Concession Operators are offered first right of refusal for the following year provided the services provided were satisfactory to the municipality.

Analysis

Mr. Treen has indicated that he is willing to operate the concessions again this summer at the same rate as 2017.

The service he provided was dependable and the users of the parks appreciated the service provided.

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 operating budget includes the revenues/expenditures associated with the operation of the concessions in 2017.

Revenue is \$350.00 for the season.

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”

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

**The Corporation of the City of Temiskaming Shores
By-law No. 2017-000**

**Being a by-law to enter into an agreement with the
Treehouse for the Operation of the Rotary Farr Park and
Dymond Ball Field Concessions**

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. RS-004-2017 at the May 2, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Treehouse for the operation of the Rotary Farr Park and the Dymond Ball Park Concession for consideration at the May 2, 2017 Regular Council meeting;

And whereas the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the operation of the Rotary Farr Park Concession and the Dymond Park Concession;

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

1. That the council of The Corporation of the City of Temiskaming Shores agrees to enter into an agreement with the Treehouse for the operation of the Rotary Farr Park and Dymond Ball Park Concessions, a copy of which is hereto attached as Schedule "A";
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 2nd day of May, 2017.

Mayor – Carman Kidd

Deputy Clerk – Christopher W. Oslund

This agreement made in duplicate this 2nd day of May, 2017.

Between:

City of Temiskaming Shores
(Hereinafter called the "City")

And:

Treehouse
(Hereinafter called the "Tenant")

Whereas the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as described herein;

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

1. Leased premises

The City hereby demises and leases to the Tenant part of the City's Building known as the Concession containing a rentable area located at Rotary Farr Park and the Dymond Ball Fields in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on May 1st, 2017 to September 15th, 2017.

3. Rent

The Tenant shall pay the City Three Hundred and Fifty Dollars (\$350) plus applicable taxes for the term of the agreement.

4. Renewal

The Tenant, upon the satisfaction of the City, shall the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

5. Tenant's Covenants

a) **Rent** – to pay rent;

b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**,

inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

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

- h) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand; and

6. City's Covenants

The City covenants with the Tenant;

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

7. Provisos

Provided always and it is hereby agreed as follows:

- a) Fixtures** – in addition to the facility itself the City is the owner of the equipment contained in Appendix 01, being part of this agreement;
- b) Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.

- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- d) **Right of termination by the City** - The lease may be terminated for any valid operational reason;
- e) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;

8. Headings

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

Remainder of this page left blank intentionally

Signed and Sealed in
the presence of)

Treehouse

Owner/Operator – Barbara E. Treen

Owner/Operator – David B. Treen

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Deputy Clerk – Christopher W. Oslund

Fixtures owned by the City

Rotary Farr Park:

- Hot water tank

Dymond Ball Field:

- Two Fridges
- Small Freezer

Subject: North On Tap Festival

Report No.: CGP-011-2017
Agenda Date: May 2, 2017

Attachments

Appendix 01: Request for Assistance

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-011-2017;
2. That Council agrees to support the North On Tap Festival with the following:
 - Closure of Farr Drive on Saturday, July 15, 2017 from the north side of Marcella Street to the south side of Main Street;
 - Providing free boat docking on Saturday, July 15, 2017 for boaters attending the North On Tap event;
 - Providing in-kind contributions including the set-up and take-down of the site, fencing, garbage receptacles and garbage removal, tables, chairs, stage and assistance with electrical hook-ups for vendors; and
 - An upset contribution of \$5,000 to assist with marketing, promotion and advertising of the event.

Background:

The North On Tap festival organizers made a presentation to Council in the fall of 2016. On November 1, 2016 Council passed Resolution No. 2016-553 agreeing to provide \$5,000 in marketing support as well as in kind labour and equipment usage for the event as recommended in Administrative Report CGP-023-2016.

Analysis:

The following request was received from the North On Tap committee in addition to the original requests provided in the November 1, 2016 report.

1. *We are asking that the City of Temiskaming Shores allow anyone with an advance purchased ticket to our event be allowed to ride the transit system on Saturday, July 15th free of charge. They would simply need to show the driver their ticket. Our event finishes before the last bus of the night, which we will encourage people to take the transit system home.*
2. *The closing of Farr Drive from Main Street to Marcella Street for Saturday July 15th. This street is narrow and we feel that if there is traffic allowed to flow in this area, it could be a safety concern for anyone attending our event, especially in the area of the inflatables for kids. As our intention is to set them up on the paved portion of the road, if we are allowed.*

3. *We would also like to get a section of the marina to allow for free boat docking on the Saturday for anyone attending our event by boat. We would have volunteers to help with the docking and signage that indicates where those slips are for boat docking.*
4. *In kind contributions from the City for set up and take down of the site which would include, setting up fencing on site, garbage, tables and chairs, stage for performers, electricity to our vendors booths and any other areas which might have been missed, as this is our first year.*
5. *A City employee night watch person for the site for the weekend of the event, as some of our vendors will be setting up on Friday night, and not taking down their booths until Sunday morning.*
6. *Assistance from the City with marketing, promotion and advertising in the maximum amount of \$5,000.*
7. *That the City also allow us an opportunity for any additional requests that may have been missed above.*

Resolution No. 2016-553 covers the requests under # 4 and # 6, therefore those items are already approved. The remainder of this report will focus on the additional requests. The following comments were received from various departments regarding the requests;

Transit:

The Committee met yesterday regarding a couple of other requests for free transit.

The Committee wanted to ensure it was understood that transit is already a subsidized service. Fares are set at \$2.75 student/senior and \$3.00 adult. The actual cost to provide the service is \$5.53 per rider.

Providing free transit impacts the operation of the transit system and in essence leads to “double subsidization”. Our budget is very tight and the funds generated from the fares are required to fund both the operations and the fleet replacement program which the City and the Town of Cobalt adopted last September.

Regrettably, the Transit Committee is not able to support the request from the North on Tap Festival for free transit.

As an alternative, the Committee suggested that event organizers may wish to purchase bus tickets to distribute to those attending their events who may require assistance with transportation.

Recreation:

First, I commend the Host Organization for organizing this event.

A number of years ago, the Recreation Department was directed to reduce services to core services only which eliminated the rental of equipment and manpower to assist with special events in the community with the exception of the Biker’s Reunion.

Since that time the Village Noel event was developed and the Recreation Department was engaged to assist in the set up and take down of kiosks, provide garbage cans

and do garbage pick-up during the weekend, provide picnic tables, and set up and take down the portable stage.

The Recreation Department has portable fencing and the portable stage that can be used for the North on Tap event and would require Recreation staff to set it up. The Recreation Department could also provide garbage cans and provide garbage pick-up throughout the weekend.

The Recreation Department has replaced tables and chairs for community halls regularly over the past years and they were only approved to be utilized outdoors for the Biker's Reunion to reduce damage by the outdoor elements. Seventeen 6' tables and 104 folding chairs were purchased this year for exclusive use at Harbour Place which are available for the North on Tap event.

The request for free docking for the Saturday evening could easily be provided.

In terms of electrical services, the Building Maintenance Department would be best to comment on this.

Overnight security for events in the past has been done through volunteer services provided by the host organization.

One of the operating practices of the Bikers Reunion was a pre-event meeting in early May involving the Biker's Reunion Committee, the City, Recreation Department, OPP, EMS, Fire Services and Public Works to ensure all details were covered as well as a post-event meeting two months following the event to evaluate and make recommendations for future years. I recommend that should Council approve the involvement of the City with this event that pre and post event meetings be a required element of the agreement.

Upon receiving a tentative outline/schedule of the event, I would be in a better position to know if staffing would require re-scheduled shifts and/or overtime.

On a similar note, the New Liskeard Lions Club Kayak Festival is also new to the community this year and any assistance provided to the North On Tap event should also apply to that of the Kayak event.

Fire:

If consideration is given to the road closure of Farr Drive from Main Street to Marcella Street for Saturday July 15th, I would request Farr Drive be blocked at the south side of Main and the North side of Marcella St.

This would ensure fire apparatus would have access to Farr Drive from Main and Marcella Streets in the event of an emergency.

Public Works:

No concerns with road closure. Could provide manpower assistance for set up if required.

Based on the comments received, the recommendation is that Council support request #2, and #3 in addition to #4 and #6 which were already supported by Resolution No. 2016-553. Additional requests proposed in #7 would need to be considered as they arise.

Request #1 should be declined based on the comments received from the Temiskaming Transit Committee.

Request #5 should be declined as the City does not have security staff and we have requested that other events in the community provide security for their own events as this is not a service that the City can provide.

Alternatives

Council may wish to allow the organizers to utilize some of the funds provided to the festival for marketing to enable them to pay for the transit costs and security costs. This way, they could cover those costs without increasing their budget or the City budget. This would however result in less out of town marketing of the event.

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

Request #6 the \$5,000 is included within the 2017 event development budget. Request #2 and 3 are of an in kind nature and do not have a financial impact.

Request #1 and 5 will have a financial impact to the municipal budget, but are not recommended to be supported.

City staff resources may increase as request #4, the assistance to set up and tear down was not considered as part of the 2017 budget.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

“Original signed by”

“Original signed by”

 James Franks
 Economic Development Officer

 Christopher W. Oslund
 City Manager

Hi James,

As previously discussed, here are the requests for North on Tap. Please bring them to council and let me know once approved.

1. We are asking that the City of Temiskaming Shores allow anyone with an advance purchased ticket to our event be allowed to ride the transit system on Saturday July 15th free of charge. They would simply need to show the driver their ticket. Our event finishes before the last bus of the night, which we will encourage people to take the transit system home.
2. The closing of Farr Drive from Main Street to Marcella Street for Saturday, July 15th. This street is narrow and we feel that if there is traffic allowed to flow in this area, it could be a safety concern for anyone attending our event, especially in the area of the inflatables for kids. As our intention is to set them up on the paved portion of the road, if we are allowed.
3. We would also like to get a section of the marina to allow for free boat docking on the Saturday for anyone attending our event by boat. We would have volunteers to help with the docking and signage that indicates where those slips are for boat docking.
4. In kind contributions from the city for set up and take down of the site which would include, setting up fencing on site, garbage containers, tables and chairs, stage for performers, electricity to our vendors booths and any other areas which might have been missed, as this is our first year.
5. A City employee night watch person for the site for the weekend of the event, as some of our vendors will be setting up on Friday night, and not taking down their booths until Sunday morning.
6. Assistance from the City with marketing, promotion and advertising in the maximum amount of \$5000.00.
7. That City also allow us an opportunity for any additional requests that may have been missed above.

Thanks,

Fred Rivet

Subject: Enterprise Temiskaming -
Leased Vehicle

Report No.: CGP-012-2017
Agenda Date: May 2, 2017

Attachments

Appendix 01 – Analysis of Submissions

Appendix 02 – Enterprise Temiskaming Advisory Committee Resolution

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-012-2017; and
2. That Council directs staff to prepare the necessary by-law and agreement with Tri-Town Toyota for a three (3) vehicle lease of a 2017 Toyota Rav4 LE for Enterprise Temiskaming for consideration at the May 2, 2017 Regular Council meeting.

Background:

Enterprise Temiskaming has had a leased vehicle to facilitate the transportation of the business consultants working in the Small Business Enterprise Centers (SBEC) throughout the Temiskaming District. In March 2013 a lease of a 2013 Toyota Rav4 was established and will be expiring on May 31, 2017.

Enterprise Temiskaming's service area is the District of Timiskaming. It extends from north of Kirkland Lake, south of Latchford, west to Matachewan, and east to the Quebec border. Currently 1 day a week is spent exclusively in Kirkland Lake. Regular trips are also scheduled to Matachewan, Elk Lake, Englehart and other small communities. Enterprise Temiskaming consultants also travel to client locations across the district by appointment.

In April 2017 Request for Proposals CGP-RFP-001-2017 for a Leased Vehicle was sent to 4 dealerships in the district. They included: Bill Mathews Motors, North-Way Chrysler Motors Limited, Tri-Town Toyota, and Wilson Chevrolet Buick GMC. Enterprise Temiskaming received two (2) submissions; one from Wilson Chevrolet Buick GMC for a 2018 Chevrolet Equinox, and one from Tri-Town Toyota for a 2017 Toyota Rav4.

Both vehicles were graded in accordance to the Selection Criteria contained within the Request for Proposal document.

Analysis

Evaluated in accordance to the evaluation criteria set out in CGP-RFP-001-2017, below is a summary of the main criteria. **Appendix 01 – Analysis of Submissions** is summarized as follows:

Proponent	Criteria Score						Total Score
	Price + Partnership Value 25%	Specs 25%	Warranty 25%	Safety Rating 10%	Cargo Space 10%	Other Incentives 5%	
Toyota	2.5%	25%	25%	9%	8%	6%	73%
Chev.	0%	25%	25%	9%	8%	8%	71%

The lease proposed by Tri-Town Toyota has a monthly cost of \$470.10 plus applicable taxes.

It is recommended that an agreement should be entered into with Tri-Town Toyota for a 36 month lease for a 2017 Toyota Rav4 LE as outlined in Request for Proposal CGP-RFP-001-2017 for a total of \$17,472.12/lease term. This results in an average \$5,824.04 per year.

Appendix 02 – Enterprise Temiskaming Advisory Committee Resolution supports the recommendation.

Financial/Staffing Implications

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

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

The lease payment will be allocated to Enterprise Temiskaming's budget at no cost to the City of Temiskaming Shores. The City covers the insurance through the City's fleet policy. The vehicle, when it is available, is also used by City staff twice daily to go to the bank and mail, The City will have their logo on the car as the City is a partner in the Enterprise Temiskaming program.

Alternatives

A personal vehicle could be used at a cost of \$0.45 per kilometre which would cost the Enterprise Temiskaming budget a minimum of \$595 per month (4 trips to Kirkland Lake, 102km each way every week) + 1 trip to Matachewan, 117km each way every month + 1 trip to Elk Lake, 79km each way every month + 1 trip to Englehart, 57km each way every month). As indicated above there is additional transportation cost to

other communities, regular business travel, visits to Summer Company participants, and appointments not within the office provided at the City.

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
Manager of Enterprise
Temiskaming

Kelly Conlin
Dir. Corporate Services (A)

Christopher W. Oslund
City Manager

2017 Vehicle RFP Specifications Received

Tri-Town Toyota

Wilson Chevrolet Ltd.

Year	2017
Make	Toyota
Model	RAV 4 - 4wd LE
Colour	Alpine White
Engine Size	2.5L 4cyl
Safety Rating	Top Safety Pick +
Cargo size	2,080 Litres (73.45 cu ft)
Type of Tires	All season
Delivery Time	31/05/2017
Allowable KM per year	25,000 km
Warranty	3year or 60k / 5year or 100k
Lease Option Period	36months
Month Lease no tax	470.10
Tax	61.11
Additional Cost	605.87

Year	2018
Make	Chevrolet
Model	Equinox 1LT
Colour	Summit White
Engine Size	1.5L Turbo 4cyl
Safety Rating	5 Star 10 Air Bags
Cargo size	1,798 Litres (63.5 cu ft)
Type of Tires	All Season
Delivery Time	2/3 days
Allowable KM per year	25,000km
Warranty	3year / 4year
Lease Option Period	36months
Month Lease no tax	516.53
Tax	67.15
Additional Cost	100.00

- \$ 531.21 First pmt
- \$ 32.00 License fees
- \$ 11.30 Other fees
- \$ 11.30 OMVIC fee
- \$ 20.06 Tire recovery

\$ 100.00 License (approx.)

Partnership Yearly Amount	N/A
Additional incentives	No
Other	Wear Pass Excess Wear & Tear Plan included Toyota Safety Sense Pre-Collision System Dynamic Radar Cruise Control Auto High Beams Lane Departure Alert

Partnership Yearly Amount	N/A
Additional incentives	2yr / 48,000km no chg oil changes
Other	10 Air bags Remote Start Heated Seats

Toyota Rav 4

Criteria	Weight %		Score 1-10	Score % Weight		
Price + Partnership Value	25%	Partnership Score	Platinum (5pts)	1	2.50%	
			Gold (3pts)			
		Silver (2pts)				
		Small Business Package (1pt)				
		Starting Price Score	0-100 (5pt)			0
			101-200 (4pt)			0
			201-300 (3pt)			0
301-400 (2pt)	0					
401-500 (1pt)	1					
Specification	25%	Auto Transmission (1pt)	1	10	25.00%	
		Air Conditioning (1pt)	1			
		AUX (1pt)	1			
		Age (2pt)	2			
		4x4 or AWD (3pt)	3			
		4cyl (2pt)	2			
Warranty	25%	Bumper to Bumper 3yrs or 60,000km (5pts)	5	10	25.00%	
		Powertrain 5yrs or 100,000km (5pts)	5			
Safety Rating	10% rated against Small SUVs HIGHWAY SAFETY RESEARCH & COMMUNICATIONS	Tires (2pts)	1	9	9.00%	
		Front impact (3pts)	3			
		side impact (3pts)	3			
		Roof impact (2pts)	2			
Cargo Space	10% 73.3 cu ft behind 1st row	1-20 cu ft (2pt)	8	8	8.00%	
		21 - 40 cu ft (4pt)				
		41 -60 cu ft (6pt)				
		61 - 80 cu ft(8pt)				
		81-100 cu ft (10pt)				
Other Incentives	5%	KM Allowance (3pts)	3	6	3.00%	
		Access Wear and Tear included (3pts)	3			
		Maintenance Package (4pts)	0			
SCORE OUT OF 100%					73%	

Chevrolet Equinox

Criteria	Weight %		Score 1-10	Score % Weight		
Price + Partnership Value	25%	Partnership Score	Platinum (5pts)	0	0.00%	
			Gold (3pts)			
		Silver (2pts)				
		Small Business Package (1pt)				
		Starting Price Score	0-100 (5pt)			0
			101-200 (4pt)			0
			201-300 (3pt)			0
301-400 (2pt)	0					
401-500 (1pt)	0					
Specification	25%	Auto Transmission (1pt)	1	10	25.00%	
		Air Conditioning (1pt)	1			
		AUX (1pt)	1			
		Age (2pt)	2			
		4x4 or AWD (3pt)	3			
		4cyl (2pt)	2			
Warranty	25%	Bumper to Bumper 3yrs or 60,000km(5pts)	5	10	25.00%	
		Powertrain 5yrs or 100,000km (5pts)	5			
Safety Rating	10% rated against Minicars only HIGHWAY SAFETY RESEARCH & COMMUNICATIONS	Tires (2pts)	1	9	9.00%	
		Front impact (3pts)	3			
		side impact (3pts)	3			
		Roof impact (2pts)	2			
Cargo Space	10% 26cu ft behind 1st row	1-20 cu ft (2pt)	8	8	8.00%	
		21 - 40 cu ft (4pt)				
		41 -60 cu ft (6pt)				
		61 - 80 cu ft(8pt)				
		81-100 cu ft (10pt)				
Other Incentives	5%	KM Allowance (3pts)	3	8	4.00%	
		Access Wear and Tear included (3pts)	3			
		Maintenance Package (4pts)	2			
SCORE OUT OF 100%					71%	

Toyota

Month 1 at pick up

Month 1 at pick up excluding taxes	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YR1 Total	Sponsorship value	ADJUSTED YR1 Cost
1018.62	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	6189.72	0	6189.72
Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	YR2 Total	Sponsorship value	ADJUSTED YR2 Cost
470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	5641.2	0	5641.2
Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36	YR3 Total	Sponsorship value	ADJUSTED YR3 Cost
470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	470.1	5641.2	0	5641.2

Total 36 month Term \$ 17,472.12

Average cost per month \$ 485.34

Chevrolet

Month 1 at pick up

Month 1 at pick up excluding taxes	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YR1 Total	Sponsorship value	ADJUSTED YR1 Cost
1218.45	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	6900.28	0	6900.28
Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	YR2 Total	Sponsorship value	ADJUSTED YR2 Cost
516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	6198.36	0	6198.36
Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36	YR3 Total	Sponsorship value	ADJUSTED YR3 Cost
516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	516.53	6198.36	0	6198.36

Total 36 month Term \$ 19,297.00

Average cost per month \$ 536.03

Enterprise Temiskaming Advisory Committee

Date: April 24, 2017

Moved by: John Bernstein_____

Second by: Chantal Ayotte_____

Be it resolved that the Advisory Committee of Enterprise Temiskaming recommends that The City of Temiskaming Shores Council enter into an agreement for 36months with Tri-Town Toyota for a leased vehicle as stated in Administrative Report CGP-011-2017 including Appendices.

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: May 2, 2017
Subject: Business Licencing – Public Meeting Correspondence
Attachments: Appendix 01 – Consultation Correspondence

Mayor and Council:

Council considered Administrative Report No. CS-014-2017 at the February 21, 2017 Regular Council meeting and adopted Resolution No. 2017-064 directing staff to undertake a public consultation process. Council also provided provisional approval (1st and 2nd reading) of By-law No. 2017-025 being a Business Licensing Policy for the City of Temiskaming Shores.

As part of the public consultation process, notice of a public meeting to be held on May 2, 2017 was advertised in the Temiskaming Speaker, posted on our municipal website and Facebook page and individual letters or memos were sent to the following:

Cobalt-Haileybury Curling Club	Horne Granite Curling Club
Pete's Collectables	Bartering Boulards
RioCan	Timiskaming Square Mall
Temiskaming Shores and Area Chamber of Commerce (for circulation to its members)	

The consultation process resulted in a number of emails, phone calls and a site visit. The exchanges held in regards to the correspondence is attached hereto as **Appendix 01 - Correspondence**.

It is anticipated that there will be delegations at the public meeting held on May 2, 2017 in addition to the correspondence received to date. Depending on the nature of the public delegations it is recommended that staff consider all information received and prepare an Administrative Report for Council consideration at an upcoming Council meeting prior to consideration of third and final reading of By-law No. 2017-025.

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

“Original signed by”

David B. Treen
Municipal Clerk

“Original signed by”

Kelly Conlin
Director of Corporate Services (A)

“Original signed by”

Christopher W. Oslund
City Manager

RECORD OF VERBAL TRANSACTION

City of Temiskaming Shores
 Clerk's Office
 325 Farr Dr. - P.O. Box 2050
 Haileybury, ON P0J 1K0
 Tel: 705-672-3363 Fax: 705-672-3200

File No.:	Business Licencing
Date:	April 6, 2017


Name:	Sean Mackey	Telephone No.:	705-647-7357
Mailing Address: Not Applicable			
<input type="checkbox"/> Incoming Call	<input checked="" type="checkbox"/> Outgoing Call	<input type="checkbox"/> Meeting/Interview	Time: 2:00 p.m.
Subject:	Proposed Business Licencing By-law		

Background

Sent a letter to Bartering Boulards (via e-mail) outlining public meeting in regards to the proposed Business Licensing Policy along with the specific provisions for Precious Metals Purchaser and Pawn Shop.

Notes:

Returned a voice message to Sean Mackey. Sean, on behalf of his tenant Bartering Boulards, called in objection to the new Business Licencing Policy and the requirements contained therein. Sean feels that his tenant is being picked on. Offered to meet with him and/or his tenant to discuss; however Mr. Mackey indicated that he would be submitting a written objection, attending the public hearing and contacting the Mayor and various Councillors.



 David B. Treen
 Municipal Clerk

RECORD OF VERBAL TRANSACTION

City of Temiskaming Shores
 Clerk's Office
 325 Farr Dr. - P.O. Box 2050
 Haileybury, ON P0J 1K0
 Tel: 705-672-3363 Fax: 705-672-3200

File No.:	Business Licencing
Date:	April 7, 2017

Name:	Peter Hosking "Pete's Collectables"	Telephone No.:	N/A
Mailing Address: Not Applicable			
<input type="checkbox"/> Incoming Call	<input type="checkbox"/> Outgoing Call	<input checked="" type="checkbox"/> Meeting/Interview	Time: 2:30 p.m.
Subject:	Proposed Business Licencing By-law		

Background

Sent a letter to Pete's Collectables (hand delivered) outlining public meeting in regards to the proposed Business Licensing Policy along with the specific provisions for Precious Metals Purchaser and Pawn Shop.

City Manager, Chris Oslund indicated that he received a phone call from Mr. Peter Hosking (April 6/17) and requested that I attend his location with the objective of clarifying the policy with him and accessing his operation to determine if the operation would fall under the two provisions.

Notes:

Attended and met with Mr. Hosking and reviewed the policy in more detail with him. Mr. Hosking operates, for the most part a collectibles shop (i.e. hockey cards, sports paraphernalia, etc.) as well as some antique items such as bottles and jewelry.

Mr. Hosking, at length, outlined some of his visions for improving the municipality and outlined that a significant amount of his sales are through e-bay and Pete's Collectables is secondary to the main operation being R. U. Hungries. I was not of the opinion that his operation fell within the definition of either a pawn shop or precious metals purchaser.



 David B. Treen
 Municipal Clerk

Dave Treen

From: Yves Renson <yves_renson@hotmail.com>
Sent: April-11-17 12:41 PM
To: Dave Treen
Subject: RE: By Law 2017-025

Grrr !! Computers !!!

I am sorry David, I did not notice that the PDF file had 44 pages.

The long blank on page 4, with signature lines, left me the impression that this was it for the by law... but there is much more to read and all info requested to find. My apology.

I am all good now.

Thank-you.

From: Dave Treen [mailto:dtreen@temiskamingshores.ca]
Sent: 11 avril 2017 10:50
To: 'Yves Renson'
Subject: RE: By Law 2017-025

Yves:

I draw your attention the following Articles 1.25 c) which reads as follows:

That is engaged in retail sales but does not have a commercial store front and includes their employees but does not include i) Service Clubs, ii) Not for Profit Clubs; iii) Charitable Organizations or iv) such other institutions, organizations or clubs as the Council by Resolution may approve.

As well as Article 2.7 which reads as follows:

Any non-profit charitable or non-profit charitable organizations selling items for the purpose of raising funds for such organization are not required to obtain a Licence. I will not recommend whether you should attend or not to the public meeting, that is up to you.

Sincerely,

David B. Treen
Municipal Clerk
Corporation of the City of Temiskaming Shores
325 Farr Drive | PO Box 2050 | Haileybury, ON | P0J 1K0
T. (705) 672 - 3363 ext. 4136
F. (705) 672 - 2911



Visit our website: www.temiskamingshores.ca

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From: Yves Renson [mailto:yves_renson@hotmail.com]
Sent: April-11-17 9:55 AM
To: Dave Treen
Subject: RE: By Law 2017-025

Perfect ! (I probably would have caught this fine line if the document would have been in French).

In this case, it would be nice to have more wording to clearly identified the purpose and put on paper that the category such lemonade stand, kijiji sale, Facebook exchange, yard sale, garage sale, hockey team bottle collection, school chocolate sale, farmers market, etc. ...are remaining out of the game because common sense is not a valid option when it falls in the hand of red tape paper freaks.

Is this e-mail valid enough to express my concern or do I have to fill up forms or speak to the council ?

Thanks again for your help.

From: Dave Treen [<mailto:dtreen@temiskamingshores.ca>]
Sent: 11 avril 2017 09:31
To: 'Yves Renson'
Subject: RE: By Law 2017-025

Yves:

Transient Trader would be captured under the Hawker and Peddler or Trade Show. If you look at Article 2.1 "Purpose". The intent of the by-law is to recognize that Commercial establishments play a vital part of the economy (and pay taxes). It is also recognized that other types of commercial entities (do not pay taxes in T. Shores) try and sell their products within the city (example: Metal Roofing Company).

As for the lemon aid stand, common sense would apply. They are not a commercial entity in direct competition to a business paying commercial taxes; I would more likely stop and buy a glass or two.

Sincerely,

David B. Treen
Municipal Clerk
Corporation of the City of Temiskaming Shores
325 Farr Drive | PO Box 2050 | Haileybury, ON | P0J 1K0
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From: Yves Renson [mailto:yves_renson@hotmail.com]
Sent: April-10-17 5:48 PM
To: Dave Treen
Subject: RE: By Law 2017-025

Thank-you David,
I do understand the "door to door" or "sale under pressure" that some non-resident/ non-local business can push in the city limits and I agree that this could be a problem.
Now, in the proposed by law there is no mention of door to door, transient traders, ...
Therefore would it mean that the by law would cover all and any sale attempt including kids selling lemonade along the walkway for a half afternoon ?

From: Dave Treen [<mailto:dtreen@temiskamingshores.ca>]
Sent: 10 avril 2017 13:26
To: 'Yves Renson'
Subject: RE: By Law 2017-025

Yves:

Here is the by-law and the associated Administrative Report.

Sincerely,

David B. Treen
Municipal Clerk
Corporation of the City of Temiskaming Shores
325 Farr Drive | PO Box 2050 | Haileybury, ON | P0J 1K0
T. (705) 672 - 3363 ext. 4136
F. (705) 672 - 2911



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From: Yves Renson [mailto:yves_renson@hotmail.com]
Sent: April-10-17 12:27 PM
To: Dave Treen
Subject: FW: By Law 2017-025

From: /O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE
GROUP(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=0001614096B4E4D8 **On Behalf Of** Yves Renson
Sent: 10 avril 2017 10:37
To: 'dtreen@temsikamingshores.ca'
Subject: By Law 2017-025

Good morning David,

Can you please forward to me, the back ground of the proposition 2017-025 "business licensing" in order to show me what problem this by law should be able to solve or avoid. Can you explain as well how beneficial the approbation of this new by law would be for the average citizen of Temiskaming Shores.

Thank-you.

Yves Renson, EAO
945 Edward Street
Haileybury (Ontario)
P0J 1K0 C A N A D A
1 (705) 672-5490

Dave Treen

From: Réjeanne Massie <rejlaboss@hotmail.com>
Sent: April-11-17 1:02 PM
To: Dave Treen
Subject: RE: City of Temiskaming Shores - Proposed New Business Licencing Policy

Ok I will send by 10th of May. Thank you other information.
Have a good afternoon,
Réjeanne

De : Dave Treen <dtreen@temiskamingshores.ca>
Envoyé : 11 avril 2017 10:47
À : 'Réjeanne Massie'
Objet : RE: City of Temiskaming Shores - Proposed New Business Licencing Policy

From what I understand most fry trucks should already have had an inspection; just ensuring it is not outdated. The small tanks is a Fire Department concern. The presentation should be sent to me by May 10th for the May 16th meeting (I had said the 18th, but it is the 16th). The Council meetings are always open to the public and start at 6 pm; it is just that we do not always get too many attending.

Sincerely,

David B. Treen
Municipal Clerk
Corporation of the City of Temiskaming Shores
325 Farr Drive | PO Box 2050 | Haileybury, ON | P0J 1K0
T. (705) 672 - 3363 ext. 4136
F. (705) 672 - 2911



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From: Réjeanne Massie [mailto:rejlaboss@hotmail.com]
Sent: April-11-17 11:28 AM
To: Dave Treen
Subject: RE: City of Temiskaming Shores - Proposed New Business Licencing Policy

Bonjour Dave,

I know you are a very busy person so Thank you for your prompt reply.

As you know, I have all the food vendors go through the Temiskaming Health Unit to obtain a food licence for VNT. As the City persons are the ones installing the propane heaters and cylinders I think I meet the requirements for that also.

I understand, from what you have written, that I should be getting the food vendors who have their own food trucks or installations to get them inspected by the City's licenced gas fitter and the fire department. Is this correct? If so, I will have this done.

If there are food vendors in any kiosk that are cooking, I will also get them inspected. Although I really don't want them to do any frying or major cooking in the kiosks, I try to keep it at just reheating food.

I am also reading that your are suggesting the 18th of May for the presentation. When do you need a copy of my presentation for? Is this a public presentation(public is invited to attend) or am I presenting only to Council? ...and I will put the plug in for the new policy.

Thank you,
Réjeanne

De : Dave Treen <dtreen@temiskamingshores.ca>

Envoyé : 11 avril 2017 10:11

À : 'Réjeanne Massie'

Objet : RE: City of Temiskaming Shores - Proposed New Business Licencing Policy

Rejeanne:

That was discussed during the development of the policy. Article 2.30 states: Notwithstanding any other provisions of this by-law, any vender selling goods or services at a special event, endorsed by Council and approved by the event coordinators, shall be exempt from the requirement to obtain a licence under the provisions of this by-law.

I will be recommending that Council endorse the VNT under this exemption; I fully anticipate that Council will concur. All that being said, if you look at the Refreshment Vehicle Policy requirements (Appendix 06) and as part of the exemption I would also be recommending that the event coordinators make vendors aware of the Special Conditions and ensure that those associated with public safety are adhered to. For example, I believe that they should be providing an inspection report from a licenced gas fitter (if applicable), and an inspection by the fire department as a minimum.

As for the presentation I would recommend the 18th and at the same time you can put a little plug in to have VNT endorsed under this new policy for exemption.

Sincerely,

David B. Treen
Municipal Clerk
Corporation of the City of Temiskaming Shores

325 Farr Drive | PO Box 2050 | Haileybury, ON | P0J 1K0

T. (705) 672 - 3363 ext. 4136

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From: Réjeanne Massie [<mailto:rejlabboss@hotmail.com>]
Sent: April-11-17 10:54 AM
To: Dave Treen
Subject: RE: City of Temiskaming Shores - Proposed New Business Licencing Policy

Bonjour Dave,

I have just received this from the Chamber office. I was just wondering how this will affect VNT vendors. Will this mean that artists and artisans and food vendors will have to purchase a licence from the City to participate in VNT?

If this is so, what are the fees going to be?

How is this going to be administered?

I hope this will not be required of artists and artisans and food vendors for VNT. I already have to request an insurance certificate which some artists and artisans have to purchase plus they have to pay for their kiosk. If VNT requires too many permits and costs, this might dissuade many to participate.

On another matter, can I give a VNT 2016 report to City council at your May 2nd meeting or May 16th meeting? I will make it short and to the point. When do I have to send the Powerpoint presentation in?

Thank you for answering my questions. Have a good day,
Réjeanne Massie

De : Temiskaming Shores & Area Chamber of Commerce <info=tsacc.ca@mail3.atl31.mcdlv.net> de la part de Temiskaming Shores & Area Chamber of Commerce <info@tsacc.ca>

Envoyé : 11 avril 2017 09:02

À : rejlabboss@hotmail.com

Objet : City of Temiskaming Shores - Proposed New Business Licencing Policy



We have been asked by the City of Temiskaming Shores to circulate the following information to our members.

Here is a [link](#) to the full proposed By-Law which is found on the City website.



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You are receiving this email as member or associate of the
Temiskaming Shores & Area Chamber of Commerce.

Our mailing address is:

Temiskaming Shores & Area Chamber of Commerce
P.O. Box 811, 883365 Hwy 65
New Liskeard, ON P0J 1P0

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#)

Dave Treen

From: Gail Moore - CJTT <gail.moore@cjtffm.com>
Sent: April-11-17 3:50 PM
To: Dave Treen
Subject: Re: City of Temiskaming Shores - Proposed New Business Licencing Policy

Thank you Dave.

Gail

Sent from my iPhone

On Apr 11, 2017, at 3:47 PM, Dave Treen <dtreen@temiskamingshores.ca> wrote:

Gail:

I have attached the policy for your records. Article 2.30 states: Notwithstanding any other provisions of this by-law, any vender selling goods or services at a special event, endorsed by Council and approved by the event coordinators, shall be exempt from the requirement to obtain a licence under the provisions of this by-law.

I will be recommending that Council endorse Lifestyles, along with other special events such as Summerfest, Fall Fair, etc. under this exemption; I fully anticipate that Council will concur.

Sincerely,

David B. Treen
Municipal Clerk
Corporation of the City of Temiskaming Shores
325 Farr Drive | PO Box 2050 | Haileybury, ON | P0J 1K0
T. (705) 672 - 3363 ext. 4136
F. (705) 672 - 2911

<image003.jpg>

Visit our website: www.temiskamingshores.ca

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From: Gail Moore - Station Manager [<mailto:gail.moore@cjtffm.com>]
Sent: April-11-17 3:18 PM
To: Dave Treen
Subject: FW: City of Temiskaming Shores - Proposed New Business Licencing Policy

Dave:

How does this affect our Lifestyles event?

<image004.jpg><image005.jpg>

From: Temiskaming Shores & Area Chamber of Commerce [<mailto:info=tsacc.ca@mail3.atl31.mcdlv.net>]
On Behalf Of Temiskaming Shores & Area Chamber of Commerce
Sent: April-11-17 10:03 AM
To: gail.moore@cjtffm.com
Subject: City of Temiskaming Shores - Proposed New Business Licencing Policy



We have been asked by the City of Temiskaming Shores to circulate the following information to our members.

Here is a [link](#) to the full proposed By-Law which is found on the City website.



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You are receiving this email as member or associate of the
Temiskaming Shores & Area Chamber of Commerce.

Our mailing address is:

Temiskaming Shores & Area Chamber of Commerce
P.O. Box 811, 883365 Hwy 65

RECORD OF VERBAL TRANSACTION

City of Temiskaming Shores
 Clerk's Office
 325 Farr Dr. - P.O. Box 2050
 Haileybury, ON P0J 1K0
 Tel: 705-672-3363 Fax: 705-672-3200

File No.:	
Date:	APR 20/17

Name:	MIKE ST. ONGE, MANAGER	Telephone No.:	705-650-3079
Mailing Address:	TIMISKAMING SQUARE MALL		
<input type="checkbox"/> Incoming Call	<input checked="" type="checkbox"/> Outgoing Call	<input type="checkbox"/> Meeting/Interview	Time: 10:15am-
Subject:	By-law 2017-025 Business Licensing Policy		

Background


RETURNED PHONE CALL TO MIKE IN REGARDS TO LICENSING POLICY.

NOTES:

DISCUSSED THE POLICY IN GENERAL & THAT ANY VENDOR SETTING UP ON A TEMPORARY BASIS, LESS THAN 14 DAYS (i.e. EARLYON CAMPING / KIA) WOULD REQUIRE A CLASS B HAWKER & PEDDLER LICENCE.

CONFIRMED W MIKE IT HAS NO EFFECT ON HIS PERMANENT TENANTS. INDICATED THAT ONCE ADOPTED I COULD PROVIDE THE APPLICATION FORMS.




 David B. Treen
 Municipal Clerk

Memo

To: Mayor and Council
From: Kelly Conlin, Director of Corporate Services (A)
Date: May 2, 2017
Subject: Request for Proposal - Municipal Insurance and Risk Management Services
Appendix 01: Draft RFP for Municipal Insurance

Mayor and Council,

On April 16, 2013, Council passed Resolution No. 2013-183 directing staff to enter into an agreement with Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a period of three (3) years with a two (2) year renewal option on a year-to-year basis depending upon quality of service, mutual agreement and annual premium negotiations between the Broker and the City of Temiskaming Shores.

On May 3, 2016, Council approved a one-year renewal based on the above mentioned criteria. The current policy is set to expire on June 30, 2017.

In 2016 the City spent \$328,740 in insurance premiums and \$18,400 in insurance deductibles.

In light of Council's new purchasing policy and in response to requests from various service providers, staff is recommending that an RFP be issued rather than extending the term of the current agreement for an additional one-year period.

Staff have prepared the necessary document for the Request for Proposal (**Appendix 01**) and will be releasing this information no later than May 8, 2017.

Once staff have reviewed the proposals, a report will be presented to Council for consideration.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

REQUEST FOR PROPOSAL NO. CS-xxx-2017

**MUNICIPAL INSURANCE AND
RISK MANAGEMENT SERVICES**

THE CORPORATION OF THE
CITY OF TEMISKAMING SHORES
325 Farr Drive
P.O. Box 2050
Haileybury, ON P0J1K0

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
REQUEST FOR PROPOSAL CS-RFP-xxx-2017
MUNICIPAL INSURANCE AND RISK MANAGEMENT SERVICES

PURPOSE AND INTENT

The City of Temiskaming Shores is requesting written proposals from qualified firms to provide insurance brokerage. It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified broker to administer the City's Insurance and Risk Management Services.

PROPOSAL BACKGROUND

The City of Temiskaming Shores is seeking proposals from proponents interested in providing the City with the necessary insurance brokerage and risk management services for the period of xxx.

PROPOSAL SUBMISSION

Three (3) copies of proposals in a sealed envelope must be delivered to the City by no later than **2:00 pm local time** on xxx and **must** be addressed as follows:

CITY OF TEMISKAMING SHORES
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Attention: Dave Treen, Municipal Clerk
"CS-RFP-xxx-2017 – "Insurance"

LATE OR MISDIRECTED PROPOSALS WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE RESPONDENT. SUBMISSIONS BY FACSIMILE WILL NOT BE ACCEPTED.

An authorized officer must legibly sign all proposals. In addition, officers are requested to attach to their proposal a covering letter detailing any features of their company that they feel should be taken into consideration when evaluating the proposals.

Following the expiry of the deadline date for submissions, all proposals will be evaluated and the successful respondents, if any, will be notified following acceptance of the proposal, subject to information clarification and negotiation.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 1) A proposal that is in the possession of the Corporate Services Department may be altered by letter or facsimile transmission bearing the signature and name of the person authorized for submitting, provided it is received prior to the time and date of opening. A modification to the Proposal should not reveal the proposal price but should indicate the addition, subtraction or other changes in the proposal. All such requests will be

verified by the Director of Corporate Services by telephone to the official of the company whose signature or name appears on the correspondence.

- 2) A proposal that is in the possession of the Corporate Services Department may be withdrawn by the Broker in person by an official of the company or by telegram, letter or facsimile prior to the time and date of opening. All such requests will be verified by the Director of Corporate Services by telephone to the official of the company whose signature and name appears on the correspondence.

SUBMITTAL REQUIREMENTS

Bidders are requested to submit the following information by the deadline stated in the invitation. All information listed below must be included.

- i) Broker's Business name, address, brief history, organizational structure, annual report.
- ii) Description of past and/or current assignments (include contact names and telephone numbers).
- iii) Qualifications of the Broker's staff members. Include who will liaise with the Municipality.
- iv) Any other information which may be useful and relevant for the Municipality to better understand and evaluate the services provided by the Broker.
- v) All documentation returned on behalf of the Broker must bear the appropriate and authorized signatures.
- vi) The Declaration must be signed and returned with the Proposal.
- vii) Cost of Service

EVALUATION CRITERIA

All proposals will be evaluated by designated staff of the Municipality. Evaluation criteria shall include, but are not necessarily limited to the following:

	CRITERIA	RATING
	1) Broker's Profile Length of time in business; practical experience in supplying services to other Municipalities (government agencies) similar to those outlined in the scope of work; annual report	20
	2) Related Experience Overall experience in municipal field; Insurance and municipal legislation experience.	30
	3) Ability to Provide Services Broker's capacity to provide the necessary insurance requirements as described; capacity to perform the work including capacity to provide support services and seminars	20
	4) Pricing Costs of service to the Municipality.	30
1	<u>CAPACITY TO PERFORM</u> The Municipality expects that all Proponents will be able to furnish satisfactory evidence that they have the ability, experience, capital and plan to enable them to carry out the requirements successfully.	
2	<u>QUALITY AND VALUE</u> The Proponents shall provide a good standard of service and value to the Municipality. The Municipality shall be the sole judge of the adequacy of such service and value, and may suggest changes as deemed necessary.	
3	<u>WORKERS' COMPENSATION</u> The successful Agency shall comply with the <i>Workplace Safety and Insurance Act, 1997</i> and to ensure that all his/her employees and all those of his/her sub-contractors performing work under this contract are provided for there under. To this extent, his/her supplier shall maintain and keep in force during the term of the Contract, employer's liability insurance.	
4	<u>INDEMNITY</u> The successful broker will indemnify and save harmless the Municipality against and from all actions, causes of action, interest, claims, demands, costs,	

damages, expenses or loss which the Municipality may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful broker of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful broker or of any of its agents or employees or any other person or persons, in, on, or about the premises. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSAL

Intent

The intent of this Request for Proposal is to secure insurance coverage through an independent broker or managing general agent and will enable the Municipality to secure support for its on-going risk management program. These services at a minimum include insurance policy placement, insurance policy administrative support, brokerage claim support services and review, fleet safety, exposure analysis, property loss control engineering, actuarial projections and risk cost forecasting.

Reply

In replying to this Request for Proposal, Proponents must follow the document structure for each class of insurance and general information.

Disqualification of Proponents

More than one proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Proponents will be sufficient for rejection of all proposals so affected.

Modified Proposals

In the event that a preferred proposal does not entirely meet the requirements of the City of Temiskaming Shores, the Municipality reserves the right to enter into negotiations with the selected Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the proposal.

Increased Coverages

The Municipality reserves the right to increase coverage for insurance purposes or to add additional items to the respective policies at any time during the duration of the insurance policies, understandably such increases will be subject to additional premiums, prorated at the premium rates initially accepted.

Proposal Costs

The Municipality will not be liable for any costs incurred by the Proponents in the preparation of responses to the request for proposals.

Additional Information

All Proponents are required to make themselves familiar with the total requirements encompassed by the RFP, and to satisfy themselves as to any and all details that they may require for the submission of this proposal and the subsequent implementation of their proposal should it be accepted.

Proponents shall indicate the length of time required to provide the Municipality with Binders and Certificates of Insurance, once the proposal has been accepted by the Municipality.

Professional Liability Insurance (Errors and Omissions)

The successful Proponent shall submit annual evidence of agent's and brokers' professional liability insurance with a minimum limit of \$15,000,000.00.

Acceptance or Rejection of Proposal

Each proposal will be evaluated on its completeness, services offered, service fee, experience with other governmental entities, and the provision of the most comprehensive coverage for the most economical price.

The City of Temiskaming Shores reserves the right to reject any or all proposals, to accept any proposal or combination of proposals whichever combination is in the best interests of the Municipality. The lowest quoted premiums will not necessarily be accepted.

Announcement

No announcement concerning the successful broker will be made until a complete report has been made to Council for award.

Proposal Ownership

All proposals and other written data submitted to the Municipality as a part of the proposal becomes the property of the City of Temiskaming Shores.

Freedom of Information & Protection of Privacy Act

Any documentation submitted to the Municipality with respect to this proposal would be subject to the Municipal Freedom of Information and Protection of Privacy Act.

TERM OF CONTRACT

The term of this Agreement and the requirements hereunder shall run for a period of Three (3) years commencing xxx.

- The Municipality reserves the right to extend the Contract under the same terms for a further two (2) years, on a year to year basis depending upon quality of service, mutual agreement and annual premium negotiations.

NON-ASSIGNMENT

Neither this contract nor any work to be performed under this contract or any part thereof may be assigned by the agency without the prior written consent of the Municipality. Such written consent, however, shall not under any circumstances relieve the contractor of his/her liabilities and obligations under this contract and shall be within the sole and unfettered discretion of the Municipality.

LAWS AND REGULATIONS

The company shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

INSTRUCTIONS TO PROPONENTS

The intent of this Request for Proposal is to secure insurance coverage through an independent broker or managing general agent and will enable the City of Temiskaming Shores to secure its insurance coverage and to obtain support for its ongoing risk management program. All proposals must be submitted in writing and must respond to each item as requested in this Request for Proposal. Failure to quote on any portion of the coverage required will disqualify a proposal. **The award of this contract will be in whole or in part thereof, or in any manner deemed to be in the best interest of the Municipality.**

All proposals and premium quotations are to be submitted on the attached forms.

Inquiries for any additional information or clarification of any of the instructions contained herein should be directed to the Corporate Services Department, attention Ms. Kelly Conlin, Director of Corporate Services (A) at 705-672-3363.

The successful Proponent will not assign or transfer any portion of the proposal submitted and subsequently accepted without receiving City of Temiskaming Shores approval to do so.

Each proposal will be evaluated on its completeness, services offered, experience with other governmental entities and the provision of the most comprehensive coverage for the most economical price. The City of Temiskaming Shores reserves the right to reject any proposal and will not necessarily accept the lowest quoted premiums.

The Proponent hereby acknowledges that offers contained herein shall remain open for acceptance by the City of Temiskaming Shores for a period of (60) sixty working days from the closing date of the proposal.

The City of Temiskaming Shores reserves the right to increase coverage for insurance purposes or to add additional items to the respective policies at any time during the duration of the insurance coverage.

The City of Temiskaming Shores is willing to consider broad solutions and concepts in addition to traditional insurance-based solutions to deal effectively with its program exposures. Detail any other pertinent information that would be relevant or any other benefit that you could provide for the City of Temiskaming Shores to consider in the evaluation of Proposals.

The Proponent should identify what value added services, if any, they will provide to the City of Temiskaming Shores and if these will be provided at additional cost. The following represent some of the services that the City of Temiskaming Shores values:

- a. Workshops and seminars on pertinent issues
- b. Benchmarking of insurance coverage and insurance premiums paid by the Town against other similar industries
- c. Access to Broker reports, issues papers, industry trends etc.

GENERAL CONDITIONS

The policy term for all insurance coverage is to commence **xxx**. The contract will be for a period of three years with a two year renewal option on a year to year basis depending upon quality of service, mutual agreement and annual premium negotiations between the Broker and the City of Temiskaming Shores.

Specimen policies covering each class of insurance must be submitted with each proposal. These specimen documents will be analyzed by the Municipality as part of the process. The specimen policies must accompany the proposal. The coverage proposed must provide no less coverage than that detailed herein.

The City of Temiskaming Shores reserves the right to appoint an independent adjuster to handle any or all of their claims. However, Proponents may submit for consideration, names of firms who will provide satisfactory service.

All proposed insurance carriers and their percentage of subscription must be identified for each class of insurance and the Broker must warrant that all subscribers are firm authorizations. A record of their experience and competency and their rating within the insurance industry is to be provided.

The definition of Named Insured is intended to cover all operations of the Municipality. It is further intended that any variation in the descriptive wording as determined by Council is to be included as part of the named insured.

Brokers shall detail how they will provide the Municipality's insurance and Risk Management needs including the determination of insurance values and what costs, if any, will be associated with providing these services.

All insurance policies shall require a sixty day (60) written notice of cancellation by the Insurer, unless otherwise noted and agreed to by the Insured.

Separate quotations shall be included for deductible options on \$5,000, \$10,000, \$25,000 and \$50,000.

Memo

To: Mayor and Council
From: Kelly Conlin, Director of Corporate Services (A)
Date: May 2, 2017
Subject: Request for Proposal – Office Supplies

Mayor and Council,

Municipal staff have been purchasing office supplies for the City under a blanket purchase order since 2012. At the time that this purchase order was issued, the City was limited to one supplier who met the needs of the municipality in regards to provision and delivery of office supplies.

Annually, the City spends approximately \$20,000 on office supplies for all locations and orders are placed, received and monitored by one person.

Staff have prepared the necessary documents for a Request for Proposal for the provision and delivery of Office Supplies.

Once staff have reviewed the proposals, a report will be presented to Council for consideration.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Subject: 2017 Tax Ratios

Report No.:

CS-024-2017

Agenda Date:

May 2, 2017

Attachments

Appendix 01: 2016/2017 Assessment Comparisons

Appendix 02: Tax Ratios – Current Ratios versus Revenue Neutral Ratios

Appendix 03: Tax Rate Analysis (2016)

Appendix 04: Minister of Finance – Education Tax Communication

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2017; and
2. That Council directs staff to prepare the necessary by-laws utilizing the Revenue Neutral Tax Ratios for 2017 for consideration at the May 16, 2017 Regular Council meeting.

Background

In 2004, the Minister of Finance set the tax ratios for the newly amalgamated City of Temiskaming Shores. These ratios were initially provided to the City in the form of transition ratios which were considered to be revenue neutral. These initial ratios reflect the distribution of tax burdens, by class, as it was prior to the introduction of the new current value assessment system which was introduced in 1998.

The tax ratios are multiplied by the assessment of each class to provide the weighted assessment to be used in the calculation of the tax rates.

The residential tax ratio is 1.0; therefore the ratios are used to define the tax rate for each property class in relation to the tax rate for the residential property class.

The residential tax rate is calculated as follows:

$$\frac{\text{TAX LEVY (amount to be raised through taxation)}}{\text{TOTAL WEIGHTED ASSESSMENT}} = \text{residential tax rate}$$

Up until 2008, any change to the transition tax ratios had to be approved by the Minister of Finance and was a very complicated process.

In 2009, the Minister of Finance amended the legislation regarding the tax ratios and municipalities now have the ability change the tax ratios annually if required. This change came about due to the phase-in assessment program that was being implemented by MPAC. The Ontario Property Tax Analysis (OPTA) program now provides municipalities with the tools to review how a shift from using prior year tax ratios to revenue neutral tax ratios will impact the various tax classes.

The City has been utilizing revenue neutral tax ratios in the calculation of its annual tax rates.

Analysis

On December 6, 2016, Council passed Resolution 2016-594 directing staff to set a 2% tax levy increase for the purpose of finalizing the 2017 Municipal Budget. Resolution 2016-609 was passed on December 6, 2016 adopting the 2017 General Operating Budget in principle and By-law 2017-060 was passed on April 18, 2017 formally adopting the 2017 Municipal Budget and setting the 2017 tax levy at \$12,808,279.

The 2% increase in levy equates to an increase in the municipal revenues from 2016 to 2017 in the amount of \$251,143 (based on the returned roll assessments).

Appendix 01 shows the comparison of the returned roll assessment valuations from 2016 versus 2017. 2017 is the first year of the most recent four (4) year MPAC assessment cycle. As you can see the residential tax class has observed the largest of the reassessment impact - \$35,244,471. A portion of the increase would be the result of growth, new assessment not previously included at the time the returned roll was produced, but a majority of the increase is related to the reassessment. Another significant change between 2016 and 2017 is within the Commercial class which is reflecting a reassessment decrease of (\$14,525,430). In 2016, there were two (2) Assessment Review Board decisions that affected the City's commercial assessment which would subsequently impact the reassessment valuations in 2017. A majority of the reassessment decrease would be a result of valuations changes.

Appendix 02 reflects the tax ratios under consideration for the 2017 tax year. The 2017 Tax Ratios are equal to the tax ratios set by By-law 2016-071 – 2016 Tax Ratios. The Revenue Neutral Tax Ratios are determined by utilizing OPTA's tools to determine the ratios that would equitably distribute the tax burden resulting from the reassessment cycle across the various assessment classes.

2017 Tax Ratios – the residential class saw a significant increase due to the reassessment. If the 2017 tax ratios are utilized the residential class will absorb all of the levy related increase in addition to absorbing a majority of the decreased taxation revenue from the multi-residential and commercial tax classes.

Revenue Neutral Tax Ratios – utilizing revenue neutral tax ratios will result in a shift in the tax levy increase from the residential tax class to the other tax classes. As you can see, the residential tax class increase is reduced by approximately \$358,500 and the commercial tax class increases by approximately \$313,900 with the other class changes being nominal between the two (2) ratio alternatives.

The province has implemented a threshold on the multi-residential tax class ratio of 2.0000. If a municipality has a tax ratio higher than 2.0000 in this class they are unable to increase the tax ratio and OPTA will calculate the revenue neutral tax ratio as the lower of the prior year ratios or the revenue neutral ratio whichever is less. As the revenue neutral tax ratio for the multi-residential tax class would increase to 2.680992 we are capped at a ratio of 2.471085.

Another directive from the province regarding the multi-residential class is a levy restriction. If the tax ratio is above 2.0000, the class will be restricted to a 0% levy increase. As the City has a tax ratio above 2.0000 any tax levy increase that would have been imposed on the multi-residential class will be absorbed by the other tax classes.

Appendix 02 identifies the preliminary tax rates for the residential, commercial and industrial tax classes for the two (2) tax ratio options.

Appendix 03 is a comparative 2016 municipal tax rate chart from neighbouring northern municipalities. Yellow identifies the lowest rates, green the second lowest rates and blue the third lowest rates. In 2016, the City of Temiskaming Shores recognized the second lowest residential and commercial rates amongst our northern neighbours. The industrial rate fifth overall.

Education tax rates are set annually by the Minister of Finance. The residential education tax rate is decreasing from 0.188% to 0.179%. Commercial and Industrial rates are decreasing from 1.180% to 1.140%. Pipeline is decreasing from 0.893941% to 0.841220% (Appendix 04).

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 tax levy of \$12,808,279 utilized in the tax ratio calculations was passed in the 2017 Budget By-law 2017-060.

Alternatives

Utilizing the 2016 Tax Ratios as the 2017 Tax Ratios was considered in the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura Lee MacLeod
Treasurer

Kelly Conlin
Director of Corporate Services(A)

Christopher W. Oslund
City Manager

2016/2017 Assessment Comparison

	2016	2017	Difference	
	Assessment	Assessment		
Residential	687,218,110	722,462,581	35,244,471	} Res Classes
Multi Res	10,158,880	9,742,610	(416,270)	
Farmland/Managed Forests	22,919,800	25,542,575	2,622,775	
Commercial	139,661,499	125,136,069	(14,525,430)	} Non Res
Commercial-Vac/Exc	3,699,921	3,290,052	(409,869)	
Landfill	-	16,700	16,700	} Classes
Industrial	6,687,467	7,867,579	1,180,112	
Industrial-Vac	1,396,833	1,521,293	124,460	
Pipe Line	23,776,000	24,457,000	681,000	
Total	895,518,510	920,036,459	24,517,949	

Tax Ratio Comparison

Tax Ratios	2017 Tax Ratios	Revenue Neutral
Residential	1.000000	1.000000
Multi-Residential	2.471085	2.471085
Farmland/Managed Forest	0.250000	0.250000
Commercial-Occupied	1.762706	2.051213
Commercial-Vacant/Excess Land	1.233894	1.435849
Industrial-Occupied	2.255231	2.396914
Industrial-Vacant/Excess Land	1.465900	1.557994
Landfill	3.129020	3.129020
Pipelines	0.840518	0.852558

Overall Tax Impacts by Class:

Residential	550,996	192,466	(358,530)
Multi-Residential	(67,140)	(23,977)	43,163
Farmland/Managed Forest	9,166	6,021	(3,145)
Commercial-Occupied	(285,725)	28,187	313,912
Commercial-Vacant/Excess Land	(5,689)	89	5,778
Industrial-Occupied	660	635	(25)
Industrial-Vacant/Excess Land	35,950	40,746	4,796
Landfill	2,619	3,222	603
Pipelines	10,304	3,753	(6,551)
	251,141	251,142	1

Tax Rates (municipal & education)

Residential	0.0143753	0.0139343
Commercial	0.0335843	0.0361839
Industrial	0.0397829	0.0405089

Municipal Tax Rate Comparison

2016 Tax Rates

	Tem Shores	Timmins	North Bay	Sault Ste. Marie	Kapuskasing	Kirkland Lake	Cochrane	Kenora	West Nipissing
Residential	1.43633	1.866146	1.443402	1.550266	2.500317	2.809294	1.659101	1.457572	1.16588
Commercial	3.38044	4.437527	3.542917	4.158376	4.441426	7.301215	3.889209	3.680448	2.863244
Industrial	3.99528	5.158543	2.937562	5.372721	4.660129	8.090883	3.756225	3.955142	2.61173

Yellow = Lowest Rate
 Green = 2nd Lowest Rate
 Blue = 3rd Lowest Rate

Population (2011 Census)	10,400	43,165	53,650	75,141	8,196	8,133	5,340	15,348	14,149
Households	4,855	19,664	24,634	34,590	4,085	4,732	2,664	7,498	7,840
Weighted Assessment/Household	\$207,207	\$211,069	\$263,367	\$232,856	\$118,553	\$104,973	\$159,097	\$254,679	\$190,020

Ministry of Finance
Provincial-Local
Finance Division
10th Floor
777 Bay Street
Toronto ON M5G 2C8
Tel (416) 327-0264
Fax (416) 325-7644

Ministère des Finances
Division des relations provinciales-
municipales en matière de finances
10^e étage
777, rue Bay
Toronto (Ontario) M5G 2C8
Tél. : 416 327-0264
Télééc. : 416 325-7644



April 5, 2017

Dear Municipal Treasurer/Clerk-Treasurer:

I am writing to update you on a number of property tax decisions for the 2017 taxation year.

Education Property Taxes

The 2017 Education Property Tax rates have now been finalized and will be set in regulation shortly. Your municipality's Business Education Tax (BET) rates for 2017 are attached. For the 2017 tax year, the Province has moved to a uniform ceiling BET rate. The province-wide residential education property tax rate and the target and ceiling BET rates are summarized in the following table.

	2016 Rates	2017 Rates
Residential	0.188%	0.179%
BET Target	1.18%	1.14%
Commercial BET Ceiling	1.40%	1.39%
Industrial BET Ceiling	1.50%	1.39%

Landfill Property Class

As you may know, a new landfill property class was introduced effective January 1, 2017, based on recommendations made by John Wilkinson, who led the Landfill Assessment Review.

To support the implementation of the landfill property class, Mr. Wilkinson made recommendations related to the tax ratio framework for the class, which have been accepted by the Minister of Finance. Under this tax ratio framework, the transition ratios for the landfill class will provide most municipalities with the flexibility to increase the level of revenue collected from the class by 5% in the 2017 tax year.

Ontario Regulations 95/17, 96/17, 94/17, 97/17, 98/17, and 99/17 implement the municipal tax policy framework. These regulations are available on e-laws. The Province will update municipalities when regulations implementing the Education Property Tax rates are in place.

The 2017 Education Property Tax rates and tax ratio framework and for the landfill class will be reflected in the Online Property Tax Analysis (OPTA) system. In the coming weeks, free OPTA training on the new landfill class will be available to municipalities. Should you have any question concerning the OPTA system, please contact the OPTA help desk at 416-591-1110 or 1-800-998-5739, ext 300. Ministry staff are also available to discuss the technical details of the landfill tax ratio framework with municipalities.

Vacant Rebate and Reduction Programs

As announced in the *2016 Ontario Economic Outlook and Fiscal Review*, starting in 2017, municipalities have the broad flexibility to tailor the vacant unit rebate and vacant/excess subclasses reduction to reflect their local community needs and circumstances.

Upper- and single-tier municipalities that have decided to change the programs can notify the Minister of their intent to utilize this flexibility and provide details of the proposed changes along with a council resolution. Changes to the programs will be implemented through regulation in response to municipal requests. Three timelines were provided to municipalities to support administrative processes. The last timeline for 2017 changes is July 1, 2017. Municipalities will have the opportunity after July 1, 2017 to submit a request for changes to the programs for future years.

The Ministry has heard that some municipalities are interested in learning more about potential changes being considered by other municipalities and the consultations being done in support. The Ministry is working with municipal associations to survey municipalities in the coming weeks and will communicate the results.

Ministry Contacts

If you have any questions related to education property tax or the vacant rebate and reduction programs please contact the Ministry at info.propertytax@ontario.ca.

If you have any questions related to the landfill tax ratio framework, please contact the Ministry at landfillsreview@ontario.ca.

Sincerely,

Original signed by

Allan Doheny
Assistant Deputy Minister
Provincial Local Finance Division

2017 Business Education Tax (BET) Rates

City of Temiskaming Shores

Business Property Class	2017 BET Rate
Commercial	1.140000%
Industrial	1.140000%
Pipeline	0.841220%
Landfill	1.140000%
New Construction - Commercial	1.140000%
New Construction - Industrial	1.140000%

THE CITY OF TEMISKAMING SHORES JANUARY - APRIL 2017 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Kelly Conlin, Director of Corporate Services (A)

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

27-Apr-17

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 - 2.5 Environmental Capital Revenues & Expenditures

SUMMARY - CAPITAL
Revenues and Expenditures
as at April 2017

	2017 YTD			%
	Actual	Total Budget	Variance B/(W)	
CAPITAL				
Revenues				
Capital - General	138.0	4,203.2	(4,065.2)	-96.7%
Capital - Environmental	2,414.7	8,721.0	(6,306.3)	-72.3%
Total Revenues	2,552.7	12,924.2	(10,371.5)	-80.2%
Expenditures				
Capital - General	1,122.0	4,203.2	3,081.2	73.3%
Capital - Environmental	2,164.4	8,721.0	6,556.6	75.2%
Total Expenditures	3,286.4	12,924.2	9,637.8	74.6%
Net Position Capital	(733.7)	0.0	733.7	#DIV/0!

2.0 Capital Summary

2.1 Analysis

The City of Temiskaming Shores 2017 Capital projects for both general and environmental is \$12,924.2K. The capital program is comprised of \$4,203.2K of general capital and \$8,721.0K of environmental capital.

The 2017 Capital project budget consists of 42 projects, 35 in general and 7 in environmental.

General Capital Projects:

9 projects have been completed and 19 are currently in progress.

Environmental Capital Projects:

1 project has been completed and 5 projects are underway.

GENERAL CAPITAL
Revenues & Expenditures
as at April 2017

Department	Project	2017			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations	0.0	715.2	(715.2)				
	Transfer from Reserves	0.0	215.1	(215.1)				
	Financing - fleet	0.0	773.0	(773.0)				
	Financing - transit	0.0	712.0	(712.0)				
	Partnership - Keith Subdivision	0.0	57.2	(57.2)				
	Federal Gas Tax	0.0	713.1	(713.1)				
	Provincial Transit Funding	0.0	258.0	(258.0)				
	OMCIP Funding (STATO Trail)	0.0	162.5	(162.5)				
	STATO Partnership (STATO Trail)	0.0	63.0	(63.0)				
	Dymond Firemen's Park Funding	0.0	27.9	(27.9)				
	BIA Partnership - Downtown Infrastructure	0.0	12.0	(12.0)				
	ARTEM Partnership - Downtown Infrastructure	49.5	48.5	1.0				
	Provincial Funding - Downtown Infrastructure	0.0	59.5	(59.5)				
	Canada 150 Funding - NL Library	0.0	57.4	(57.4)				
	Waterfront Development Funding (P&F)	88.5	328.8	(240.3)				
Total Revenues		138.0	4,203.2	(4,065.2)				
EXPENDITURES:								
Corporate Services:	Computer Hardware - Plotter	12.0	12.0	0.0	100%	X		
	Municipal Drain - Peter's Road	0.0	26.0	26.0		X		
	Vadim ERP	58.9	100.0	41.1	50%	X		
Property Mtnce:	PFC Mechanical Room Engineering	0.0	40.0	40.0	65%	X		
	View Street Complex Upgrades	2.4	10.0	7.6	100%	X		
	NL Library Building Improvements	0.0	115.3	115.3		X		
	Hlby Marina Breakwall Upgrades	20.3	25.0	4.7	100%	X		
	Downtown NL Infrastructure Upgrades	14.5	120.0	105.5	75%	X		
	NL Cemetery Vault Upgrades	0.0	6.5	6.5				
Public Works:	2017 Roads Program	0.0	784.6	784.6				
	Golf Course Road Bridge Repairs	0.0	100.0	100.0				
	MR Compliance Software	7.2	11.5	4.3	25%	X		
	Reflectometer	16.0	16.0	0.0	100%	X		
	Intersection Control Cameras (2)	0.0	50.0	50.0				
	NL Landfill Site Expansion	1.4	100.0	98.6	10%	X		
Transit:	Transit Buses (2)	869.7	970.0	100.3	100%	X		
Fleet:	Plow Trucks (2)	0.0	550.0	550.0	75%	X		
	3/4 Ton Regular Cab Pick-up	0.0	40.0	40.0	75%	X		
	1/2 Ton Regular Cab Pick-up	0.0	32.0	32.0	75%	X		
	1/2 Ton Crew Cab Pick-up with Cap	0.0	35.0	35.0	75%	X		
	Pumper Tanker (2018 Delivery)	0.0	0.0	0.0	75%	X		
	1/2 Ton Regular Cab Pick-up with Cap	0.0	45.0	45.0	75%	X		
	1/2 Ton Crew Cab Pick-up with Tonneau Cover	0.0	40.0	40.0	75%	X		
	SUV Lease Buyouts	0.0	31.0	31.0				
	Snow Blower Upgrades	0.0	20.0	20.0				
Recreation:	PFC Floor Replacement	0.0	20.0	20.0	100%	X		
	Squash Court #2 Floor	0.0	12.0	12.0	100%	X		
	STATO Trail	0.0	392.2	392.2	25%	X		
	Dymond Firemen's Park	0.0	55.8	55.8				
	NL Arena Compressor Room Electrical	0.0	33.0	33.0	50%	X		
	NL Arena Spectator Heating	0.0	10.0	10.0	80%	X		
	NL Arena Floor Machine	0.0	7.5	7.5	100%	X		
	Bucke Park Chalet Windows & Doors	8.2	20.0	11.8	50%	X		
	Bucke Park Playground Equipment	7.5	7.5	0.0	100%	X		
	Waterfront Development	103.9	365.3	261.4		X		
Total Expenditures		1,122.0	4,203.2	3,081.2				

2.3

**WATERFRONT DEVELOPMENT PROJECT
as at April 2017**

Project	Total Budget	2016 Actual	2017		Variance B/(W)	%	G	Y	R
			YTD Actual	Budget					
Waterfront Stabilization & Beautification	737.4	672.1		65.3	65.3		x		
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0				
Accessible Landscaping	254.3	254.3		0.0	0.0				
Farmer's Market	300.0	0.0	103.9	300.0	196.1	75%	x		
Spurline Building Renovations	35.1	35.1		0.0	0.0				
Bucke Park Water and Septic Upgrades	90.6	90.6		0.0	0.0				
Professional Services (Engineering)	74.7	74.7		0.0	0.0				
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0				
2,222.0	1,856.7		103.9	365.3	261.4				

2.4

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at April 2017
(\$K)

	2017			%	G	Y	R
	Actual	Budget	Variance B/(W)				
REVENUES:							
Transfer from Operations	0.0	248.3	(248.3)				
Financing - North Cobalt Water Stabilization	274.3	266.7	7.6				
Financing - TS Infrastructure (Gray Rd)	1,167.1	3,642.1	(2,475.0)				
Financing - NL WTP Upgrades	0.0	549.0	(549.0)				
Financing - HIby WTP MCC Replacement	0.0	300.0	(300.0)				
Funding - North Cobalt Water Stabilization	0.0	258.3	(258.3)				
Funding - TS Infrastructure (Gray Rd)	973.3	2,957.9	(1,984.6)				
Funding - NL WTP Upgrades	0.0	498.7	(498.7)				
Total Revenues	2,414.7	8,721.0	(6,058.0)				
EXPENDITURES:							
TS Infrastructure Upgrades (Gray Rd)	2,140.6	6,600.0	4,459.4	40.0%	x		
NL Lagoon Blower Upgrades	0.0	150.0	150.0	50.0%	x		
HIby WTP MCC Replacement	0.0	300.0	300.0	50.0%	x		
NL WTP Upgrades	0.0	1,065.0	1,065.0				
North Cobalt Water Stabilization	17.8	525.0	507.2	20.0%	x		
Albert Street Engineering	0.0	75.0	75.0	50.0%	x		
Plotter	6.0	6.0	0.0	100.0%	x		
Total Expenditures	2,164.4	8,721.0	6,556.6				

Subject: 2018 Municipal Election – Vote
Counting Equip. / Alternate Methods

Agenda Date: May 2, 2017
Report No.: CS-025-2017

Attachments

Appendix 01 – Vote Tabulator By-law

Recommendations

It is recommended:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-025-2017; and
2. That Council approves the use of vote counting equipment (tabulators) for the 2018 Municipal Election and directs staff to prepare the necessary by-law for consideration at the May 2, 2017 Regular Council meeting.

Background

Section 42 of the Municipal Elections Act (MEA) outlines that a local municipality may pass a by-law authorizing the use of voting or vote-counting equipment and authorize electors to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend at a voting place in order to vote.

Such a by-law is to be passed on or before May 1 in the year before the year of the election, and applies to a by-election if the by-law is passed more than 60 days before voting day.

Analysis

Appendix 01 – Vote Tabulator By-law authorizes the use of vote tabulators and the intention of setting dates for advance votes.

The City of Temiskaming Shores has been using Vote Tabulators since amalgamation, but has not implemented any alternative types of voting. Regardless if other types of voting methods are used the municipality would still be required to establish voting locations on Election Day.

In addition, given the number of amendments implemented or proposed for the 2018 Municipal Election it is felt that staff will be hard pressed to focus on current legislation and these recently implemented modifications let alone introduce and educate the electorate on a new system of voting.

Financial / Staffing Implications

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

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

Staffing implications related to this option are limited to normal administrative functions and duties as related to the 2018 Municipal Election.

In the event Council opts to incorporate an alternative method of voting, staff would have to investigate the financial impact and increase the 2018 Budget accordingly.

Alternatives

No alternative options are recommended.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000
Being a by-law to authorize the use of Vote Tabulators at
the 2018 Municipal Election

Whereas Section 42 of the Municipal Election Act, 1996, provides that the Council of a municipality may, by by-law, authorize the use of vote-counting equipment such as vote tabulators for the purpose of counting votes at municipal elections;

And whereas Council considered Administrative Report No. Cs-025-2017 at the May 2, 2017 Regular Council meeting and approved the use of vote counting equipment (tabulators) for the 2018 Municipal Election and directed staff to prepare the necessary by-law for consideration at the May 2, 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 hereby authorizes the use of Vote Tabulators for the purpose of counting votes at the 2018 Municipal Elections as per Section 42 of the Municipal Elections Act, 1996 and the procedures for the use of vote-counting equipment is hereto attached as Schedule "A" and forms part of this by-law; and

Read a first, second and third time and finally passed this 2nd day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to

By-law 2017-000

Procedure for use of Vote Tabulators

Procedure for use of Vote Tabulators

1. Definitions

In this procedure:

- 1.1 **Memory Pack** means a cartridge that is a removable, battery-sustained memory where all tabulated totals are stored with the subdivision program;
- 1.2 **Security Folder** means an apparatus in which a ballot can be placed so as to conceal the names of the candidates and the marks upon the face of the ballot and so as to expose the initials of the Deputy Returning Officer (“DRO”);
- 1.3 **Vote Tabulator** means an apparatus that optically scans a specified area on the ballots to read the votes and tabulate the results.

2. General Provision

This procedure applies to an election conducted by a municipality that has passed a by-law under section 42 of the *Municipal Elections, Act 1996* (the “Act”) authorizing the use of vote tabulators at voting places.

Where this procedure does not provide for any matter, an election to which this procedure applied shall be conducted in accordance with the principles of the Act.

3. Election Officers

The Municipal Clerk may appoint election officers for the purposes of this procedure and may designate their titles and duties.

4. Voting Subdivisions

The Municipal Clerk may divide the municipality into voting subdivisions. There will be various voting subdivisions for the 2018 municipal elections.

5. Ballot

There shall appear on the ballot to the side of each candidate’s name a space suitable for the marking of the ballot in the shape of an oval.

6. Programming of Vote Tabulators

- 6.1 The vote tabulator shall be programmed so that a printed record of the number of votes cast for each candidate can be produced.
- 6.2 The vote tabulator shall be programmed so that the following ballots are returned to the Deputy Returning Officer (“DRO”) as described:
 - (a) a ballot with votes in excess of the number of specified voting spaces required as determined by a vote tabulator with the message “Over Voted”;
 - (b) a ballot that is damaged or defective or has been marked in such a way that it cannot be properly processed by a vote tabulator with the message “Ballot Misread”.

7. Testing of Vote Tabulators

- 7.1 Within twenty-one (21) days before voting day, the Municipal Clerk shall test

the vote tabulators to ensure that they will accurately count the votes cast for all candidates.

- 7.2 When testing the vote tabulator, adequate safeguards shall be taken to ensure that the system, or any part of it, that is used for processing and tabulating votes is isolated from all other applications or programs and that no remote devices are capable of gaining access to the vote tabulator.
- 7.3 The test shall be conducted by:
- (a) loading the memory into the vote tabulators;
 - (b) tabulating a pre-audited group of ballots including ballots that fall into each of the categories of ballots described in clause 8.12 (f) (ii) to (v) and ballots on which are recorded a predetermined number of valid votes for each candidate; and
 - (c) comparing the output of the tabulation against the pre-audited results.
- 7.4 The Municipal Clerk shall, at the successful completion of the test, seal the memory pack of the vote tabulator.
- 7.5 If the Municipal Clerk detects an error in the test, the cause of the error shall be ascertained and corrected and the test repeated until an errorless count is made.

8. Procedure at the Voting Place

- 8.1 If a vote tabulator is to be used in a voting place, the Accu Vote Tabulator Clerk (“AVT Clerk”) or election officer shall, in the presence of all scrutinizers, if any, cause the vote tabulator to print a copy of all totals in its memory pack one hour or less before the opening of the voting.
- 8.2 If the total are zero for all candidates, the AVT Clerk or election officer shall ensure that the zero printout remains affixed to the vote tabulator until the results are printed by the vote tabulator after the close of the vote.
- 8.3 If the totals are not zero for all candidates, by-laws and questions, the AVT Clerk or election officer shall, immediately notify the Municipal Clerk and shall conduct the vote using the back-up compartment of the ballot box until the vote tabulator is made operational or the Municipal Clerk provides a back-up tabulator to the voting location.
- 8.4 The Municipal Clerk may assign an election assistant, in addition to the DRO, to initial a ballot before the ballot is delivered to a voter.
- 8.5 The DRO or an election officer shall provide a secrecy folder to each person to whom a ballot is provided at the same time as the ballot is provided.
- 8.6 After marking the ballot in the voting compartment, the voter shall:
- (a) insert the ballot into the secrecy folder;
 - (b) leave the compartment without delay; and
 - (c) deliver the secrecy folder containing the ballot to the AVT Clerk.

- 8.7 The AVT Clerk shall verify the initials of the DRO in the presence of the voter without removing the ballot from the secrecy folder or if the ballot presented is not in a secrecy folder, ask the voter to hand the ballot face down, in order to conceal his choices, and
- (a) if a vote tabulator is available in the voting place, insert the secrecy folder containing the ballot, with the initials of the DRO face down, into the feed area of the vote tabulator until the vote tabulator draws the ballot from the secrecy folder in full view of the voter, or
 - (b) if a vote tabulator is not available in the voting place, place the ballot with the initials of the DRO face down, directly into the ballot box from the secrecy folder in full view of the voter.
- 8.8 If a vote tabulator is available in the voting place but fails to operate, the AVT Clerk shall:
- (a) insert the ballot into the back-up compartment of the ballot box; and
 - (b) subject to subsection 8.13 insert the ballots into the feed area of the vote tabulator after the close of the voting.
- 8.9 If a ballot (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present, the AVT Clerk shall:
- (a) in the case of an over voted ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter;
 - (b) in the case of a damaged or defective ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.
- 8.10 If a ballot (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present and declines to accept another ballot, the AVT Clerk shall override the ballot so that the AccuVote accepts the ballot. If the ballot cannot be overridden the AVT Clerk will mark the ballot “declined” and return it to the DRO who issued it.
- 8.11 If a ballot is returned by the vote tabulator and the voter who delivered the ballot is not present, the AVT Clerk shall make the ballot “defective” and insert the ballot into the back-up compartment of the ballot box. After the close of the voting, and in conjunction with the Poll Supervisor:
- (a) where there are no marks in the specified voting spaces, the AVT Clerk will override the ballot for acceptance by the tabulator. Should the tabulator still fail to accept the blank ballot in override mode, the AVT Clerk shall mark the blank ballot “declined” and return it to the DRO who assigned it for accounting purposes;
 - (b) where there are marks in the specified voting spaces:

- (i) prepare a replacement ballot for the defective ballot by duplicating the marks shown on the defective ballot to the replacement ballot. The replacement ballot shall be clearly labeled “replacement” and given a serial number which number shall also be recorded on the defective ballot;
 - (ii) substitute the replacement ballot for the defective ballot and tabulate it;
 - (iii) for accounting purposes, give the defective ballot to the DRO who provided the replacement ballot. The DRO will place the defective ballot in the appropriate envelope.
- 8.12 If a vote tabulator has been used to tabulate the votes cast in a voting place, the AVT Clerk shall, after the close of the voting, check the back-up compartment of the ballot box for ballots to ensure all votes are tabulated. Once all votes are tabulated including those noted in Section 8.11, the AVT Clerk shall:
 - (a) secure the vote tabulator against receiving any more ballots;
 - (b) obtain a printed record of the votes given for each candidate;
 - (c) sign the certificate portion of the printed record along with the Poll Supervisor and any scrutiners who are present and wish to sign;
 - (d) remove the printed record from the vote tabulator and place it in the statement envelope;
 - (e) provide printouts for any scrutiner upon request;
 - (f) under supervision of the Poll Supervisor collect all completed DRO Statements of Ballot Account for return to the Municipal Clerk which define:
 - (i) ballots received from the Municipal Clerk;
 - (ii) cancelled ballots;
 - (iii) declined ballots;
 - (iv) defective ballots;
 - (v) ballots unused;
 - (g) report the ballots counted by the vote tabulator on the AVT Clerk Statement and attach the DRO Statements to it;
 - (h) place the original copy of the DRO and AVT Clerk Statements in the Statements Envelope as well as the Vote Summary Totals Tape from the AccuVote Tabulator;
 - (i) place a duplicate copy of the statements and all ballots that have been counted by the vote tabulator in a ballot transfer contained provided by the Municipal Clerk to ensure the safe transfer of the ballots and seal it;
 - (j) place in a separate envelope:

- (i) cancelled ballots;
 - (ii) declined ballots;
 - (iii) defective ballots;
 - (iv) unused ballots;
 - (k) seal the envelopes;
 - (l) place all remaining supplies and sealed envelopes, excluding the Statement Envelope, **in a transfer carrier and seal the transfer carrier; and**
 - (m) the AVT Clerk shall personally deliver the **transfer carrier, ballot transfer container**, vote tabulator and the Statement Envelope to the Office of the Municipal Clerk or to such other place as the Municipal Clerk has directed in writing.
- 8.13 If a vote tabulator has been used to tabulate votes cast in a voting place but the tabulation of the votes cannot be completed because the vote tabulator is not operating or cannot be made to operate within a reasonable time following the close of the voting, the AVT Clerk or an election assistant shall, after the close of the voting and after determining that the tabulation cannot be completed:
- (a) seal the ballot box in such a manner that it cannot be opened or any ballots be deposited in it without breaking the seal;
 - (b) secure the vote tabulator against receiving any more ballots;
 - (c) place all supplies and all cancelled, declined, defective and unused ballots in the transfer carrier and seal it;
 - (d) personally deliver the ballot box, **transfer carrier, ballot transfer container** and vote tabulator to a place designated by the Municipal Clerk where a back-up vote tabulator is located;
 - (e) follow the procedures set out in Sections 8.1 to 8.3 to ensure that the totals of the back-up vote tabulator are zero for all candidates;
 - (f) insert all the ballots from the ballot box into the back-up vote tabulator; and
 - (g) follow the procedures in subsection 8.12.
- 8.14 If a vote tabulator has been provided and has not been used to tabulate votes in a voting place:
- (a) the DRO or election assistant shall, immediately after the close of voting, follow with necessary modifications the procedures in clauses 8.13 (a), (c) and (d); and
 - (b) the Municipal Clerk, or a person designated by the Municipal Clerk, shall with necessary modifications follow the procedures in clauses 8.13 (e) to (g).

- 8.15 If, at the close of the voting, the Municipal Clerk is of the opinion that it is impracticable to count the votes with the vote tabulators, he/she may direct that all the votes cast in the election be counted manually following as far as practicable the provisions of the Act governing the counting of the votes.
- 8.16 The Municipal Clerk shall, at the completion of the count, retain the programs, memory packs, test materials and ballots in the same manner as is provided for in the Act for the keeping of ballots.
- 8.17 The Municipal Clerk shall retain and may have access to the pre-audited group of ballots referred to in clause 7.3 (b) and other materials used in the programming of vote tabulators.
- 8.18 The Municipal Clerk shall not alter or make changes to the materials referred to in Section 1.

9. Advance Voting and early closing of Voting Places

The total of the votes at an advance voting location or at a voting location that closes early under subsection 46(3) of the Act shall not be printed and the procedures under section 13 shall not be followed until after 8:00 p.m. on the voting day.

10. Recounts

Subject to the order of a judge under section 58 of the Act, if a recount of votes is held, the votes shall be recounted in the same manner as the votes were counted on voting day.

- 10.1 A vote tabulator shall be tested before the recount in accordance with Section 7.
- 10.2 The recount officer shall attend the recount and bring the transfer carriers, ballot transfer containers, vote tabulators, statement envelopes and all documents that, in the opinion of the recount officer, are relevant to the recount.
- 10.3 If a vote tabulator is used for a recount, the recount is limited to the ballots tabulated by the vote tabulator on voting day.
- 10.4 For the purposes of subsection 10.2, “results of the election” means,
 - (a) in the case of an election to an office, which candidate or candidates have been declared elected;
 - (b) in the case of an election to obtain the assent of the voters on a by-law, whether the affirmative or negative received the greatest number of votes; and
 - (c) in the case of a question submitted to the voters, which answer received the greatest number of votes.
- 10.5 The results of a recount using a vote tabulator is final and no further recount shall take place, unless:
 - (a) the recount changes the results of the election, as declared by the Municipal Clerk under subsection 55 of the Act, or

- (b) a judge makes an order under section 58 of the Act requiring a recount to be held.
- 10.6 If clause 10.5 (a) applies, the recount officer shall conduct a manual recount following as far as practicable the provisions of the Act governing the counting of votes and subject to a judge's order, shall recount only those voting subdivisions where the count at the recount differed from the count on voting day.
- 10.7 The manual recount shall be a recount of all the original ballots received from the voters in those voting subdivisions.

Subject: Two Year Agreements

Report No.: PPP-003-2017
Agenda Date: May 2, 2017

Attachments

Appendix 01: Proposed Two (2) Year Agreements

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-003-2017; and
2. That Council authorizes staff to issue Purchase Orders for a two (2) year term (2017-2018) to the following suppliers:

- **Project No. PPP-RFQ-002-2017**
PPE Solutions
Bunker Gear - \$24,300 (\$12,150 per year) plus shipping & applicable taxes
- **Project No. PPP-RFQ-003-2017**
Inservus Management Systems
Bunker Gear Inspection / Testing - (\$35.00 per unit in 2017 and \$38.00 per unit in 2018) plus applicable taxes
- **Project No. PPP-RFQ-004-2017**
C-Max Fire Solutions
Pump Testing - \$4,620 (\$2,310 per year) plus applicable taxes
- **Project No. PPP-RFQ-005-2017**
Acklands-Grainger Inc.
SCBA/Compressor Service Testing - \$18,332.64 (\$9,166.32 per year) plus applicable taxes
- **Project No. PPP-RFQ-006-2017**
SPI Health and Safety
Fire Hose Replacement - (\$287.79 45mm/\$386.39 65mm per unit) plus applicable taxes
- **Project No. PPP-RFQ-007-2017**
Levitt Safety Limited
Hydrostatic Testing – SCBA/Cascade - (\$24 per unit SCBA/\$32 per unit Cascade) plus shipping and applicable taxes

Background

Each year the Temiskaming Shores Fire Department seeks out qualified suppliers through a Request for Quotation Process and for a number of products and services. In an effort to seek out the lowest possible cost for these goods and services, and to reduce the amount of staff time in the procurement of these goods and services annually, the Department is seeking to establish two (2) year agreements for each of the products and/or services outlined in the report.

Analysis

In accordance with the City of Temiskaming Shores Procurement Policy, By-law No. 2017-015, formal Request for Quotations were issued for the purchase of the following goods and services:

1. Annual purchase of Firefighter's bunker gear;
2. Annual bunker gear inspection and testing;
3. Annual pump inspection and testing;
4. Annual inspection and testing of breathing air systems/fit testing;
5. Annual fire hose replacement; and
6. Hydrostatic testing of compressed breathing air cylinders.

In an effort to seek out the lowest possible cost for the above goods and services, and to reduce the amount of staff time in the procurement of these goods and services, the department issued formal request for quotations (RFQ) which sought to establish two (2) year agreements for each of the above products and/or services, and received competitive bids for each the desired goods and services.

However, in accordance with City of Temiskaming Shores Procurement Policy, By-law No. 2017-015, in order to enter into an agreement with the selected vendors and issue a blanket purchase order exceeding one (1) calendar year, Council would need to authorize the two (2) year agreements with the vendors.

The two (2) year agreements being recommended for Council's consideration are outlined in Appendix 01 – Proposed Two (2) Year Agreements. Comments from the City Manager and the Treasurer have been received and incorporated into this report.

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 would include all costs associated with the purchase of the goods and services. The annual renewal for the provision of the goods and services will be subject to and in accordance to the following:

- Changes in current work alignment and policy within the Fire and Emergency Services Division.
- Satisfactory performance of the contractor.
- Availability of funds.
- Successful negotiations and mutual agreement between the City and the contractor.
- Ability to meet the Quotation Specifications.

Alternatives

No other alternatives are being proposed.

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

Corporation of The City of Temiskaming Shores
Proposed Two (2) year agreements

Project No. PPP-RFQ-002-2017

PPE Solutions

Bunker Gear

\$24,300.00

Plus shipping & applicable taxes

Project No. PPP-RFQ-003-2017

Inservus Management Systems

Bunker Gear Inspection / Testing

(\$35.00 per unit 2017/\$38.00 per unit 2018)

Plus applicable taxes

Project No. PPP-RFQ-004-2017

C-Max Fire Solutions

Pump Testing

\$4,620.00

Plus applicable taxes

Project No. PPP-RFQ-005-2017

Acklands-Grainger Inc.

SCBA/Compressor Service Testing

\$18,332.64

Plus applicable taxes

Project No. PPP-RFQ-006-2017

SPI Health and Safety

Fire Hose Replacement

(\$287.79 45mm/\$386.39 65mm per unit)

Plus applicable taxes

Project No. PPP-RFQ-007-2017

Levitt Safety Limited

Hydrostatic Testing – SCBA/Cascade

(\$24 per unit SCBA/\$32 per unit Cascade)

Plus shipping and applicable taxes



Timothy H. Uttley, C.E.M.C.
Fire Chief

The Corporation of the City of Temiskaming Shores

By-law No. 2017-063

**Being a by-law to enact a Zoning by-law Amendment to
rezone property from Highway Commercial (C3) to
Highway Commercial Exception 5 (C3-E5) in the Town of
New Liskeard Zoning By-law 2233 419 Whitewood
Avenue (Plan M61NB Lot 12; Parcel 1973SST) Roll No.
54-18-010-007-164.00**

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 2233 regulates the use of land and the use and erection of buildings and structures within the Town of New Liskeard, now the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-009-2017 at the April 18, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend the Town of New Liskeard Zoning By-law No. 2233 to change the zoning on the property from Highway Commercial (C3) to Highway Commercial Exception 5 (C3-E5) for consideration at the May 2, 2017 Regular Council meeting;

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

1. Schedule Changes

- a) Schedule "A" of By-law No. 2233, as amended, is hereby further amended by rezoning Plan M61NB Lot 12; Parcel 1973SST, known locally as 419 Whitewood Avenue, as shown on Schedule "A" to this By-law, from the Highway Commercial (C3) Zone to the Highway Commercial Exception 5 (C3-E5) Zone.

2. Text Changes

- a) Section 12 is hereby amended by adding the following new subsection:

USES PERMITTED IN THE C3-E5 ZONE:

In addition to the uses permitted in the C3 zone, in the C3-E5 zone, a personal service shop shall be a permitted use.

ZONE PROVISIONS FOR THE C3-E5 ZONE:

No person shall within any C3-E5 zone use any lot or erect, alter or use any building or structure except in accordance with Section 12(2) and Section 3 of Zoning By-law 2233, unless otherwise provided herein:

- (a) PARKING SPACES (minima):

(x) a personal service shop - 5 spaces

3. That all other provisions of By-law No. 2233 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the Planning Act.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 2nd day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores



Rezoned from Highway Commercial (C3) to Highway Commercial Exception 5 (C3-E5)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-064

Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario under the Public Transit Infrastructure Fund (PTIF) – Phase One for Public Transit Infrastructure

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

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

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

And whereas Council considered Memo No. 004-2017-CS at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario under the Public Transit Infrastructure Fund in the amount of \$257,955 for Public Transit Infrastructure for consideration at a future Council meeting.

And whereas the City of Temiskaming Shores provides a public transit service that includes service to, and receives financial contribution from the Town of Cobalt and the City of Temiskaming Shores will continue to act as the host for this joint service;

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

1. That the Mayor and Treasurer are hereby authorized to enter into a funding agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation of Ontario under the Public Transit Infrastructure Fund (PTIF) in the amount of \$257,955 for Public Transit Infrastructure, attached hereto as Schedule "A" and forming part of this By-law.

Read a first, second and third time and finally passed this 2nd day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2017-064

Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Transportation of Ontario

Funding provided under the Public Transit Infrastructure
Fund for Public Transportation Infrastructure

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) (the “Agreement”), made in quadruplicate, is effective as of the Effective Date (both “Agreement” and “Effective Date” as defined in section A.1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of
Ontario

(the “Province”)

- and -

The Corporation of the City of Temiskaming Shores

(the “Recipient”)

BACKGROUND

The Government of Canada announced in its Budget 2016 an investment of \$120 billion in infrastructure over 10 years, including \$60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada’s economy for the future.

The 2016 Federal Budget proposes to provide \$11.9 billion in transit infrastructure over five years, which includes funding under a new federal program entitled Public Transit Infrastructure Fund (“PTIF”, as defined in section A.1.2 (Definitions)), to upgrade and improve public transit systems. Phase One of the PTIF commits approximately \$3.4 billion across Canada, to be distributed on the basis of transit ridership.

Canada (as defined in section A.1.2 (Definitions)) has agreed, under the PTIF and corresponding Bilateral Agreement (as defined in section A.1.2 (Definitions)) between Canada and Ontario, to provide up to \$1,486,680,000 for projects to help accelerate short term investments while supporting the rehabilitation of transit systems and fund studies to support longer term transit expansion plans in Ontario.

Under the Bilateral Agreement, the Province has agreed to identify projects, municipal and provincial, and be responsible for the transfer of PTIF funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for PTIF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule "C" (Project Description, Budget and Timelines)), a public transit infrastructure project.

The Province has submitted, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project to Canada for approval.

Canada has approved the Project and agreed to provide PTIF funds for the Project.

The Agreement sets out the terms and conditions upon which PTIF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

- 1.1 The Agreement, comprising of:
- Schedule "A" - General Terms and Conditions
 - Schedule "B" - Project Specific Information
 - Schedule "C" - Project Description, Budget and Timelines
 - Sub-schedule "C.1" - Program Funding Request
 - Schedule "D" - Reporting
 - Schedule "E" - Eligible Expenditures and Ineligible Expenditures
 - Schedule "F" - Evaluation
 - Schedule "G" - Communications Protocol
 - Schedule "H" - Disposal of and Revenues from Assets
 - Schedule "I" - Aboriginal Consultation Protocol
 - Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Request for Payment Form
 - Sub-schedule "J.2" - Form of Certificate from Recipient
 - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
 - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
 - Schedule "K" - Committee
 - Schedule "L" - Public Transit Infrastructure Fund (PTIF) Attestation Form, and any amending agreement entered into as provided for in Article 3.0 (Amending 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.

2.0 COUNTERPARTS

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

3.0 AMENDING THE AGREEMENT

3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario) and the *Auditor General Act* (Ontario);
- (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as "Rights") undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

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 Transportation for the
Province of Ontario

Date

Name: Steven Del Duca
Title: Minister

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

Date

Name: Carman Kidd
Title: Mayor

I have authority to bind the Recipient.

Date

Name: David B. Treen
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.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 headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

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

"Aboriginal Community" as the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" as the meaning ascribed to it in section I.1.1 (Definitions).

"Agreement" means this Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.0 (Entire Agreement).

"Asset" means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Public Transit Infrastructure Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on July 29, 2016.

“Budget” means the budget described in Sub-schedule “C.1” (Program Funding Request).

“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.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Committee” has the meaning ascribed to it in section A.32.1 (Establishment of Committee).

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“Declaration of Sub-project Completion” means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada),

Canadian Environmental Assessment Act, 2012 (Canada), Fisheries Act (Canada) and Navigation Protection Act (Canada).

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

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.3.0 (Progress Reports and Final Progress Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

“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, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.4.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the PTIF and enter into agreements, including the Agreement, with recipients of PTIF funds.

“Progress Reports” means the Progress Reports described in Article D.3.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Sub-schedule “C.1” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means that the Funds are added to the funding already planned by the Government of Ontario through its 2016 Budget or municipalities in the Province of Ontario as part of provincial and municipal infrastructure plans, to allow Ontario and municipalities to carry out more infrastructure projects or to accelerate those that they had already planned.

“PTIF” means the Public Transit Infrastructure Fund established by Canada to help accelerate short term investments while supporting the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

“Reports” means the reports described in Schedule “D” (Reporting).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Sub-project” means a project described in Sub-schedule “C.1” (Program Funding Request).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, and all required Reports and other reports and documents, including declarations and certificates, in respect of the Sub-project have been submitted to the Province.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.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 Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (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.

A.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.

A.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 enable 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 submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); 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.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 50% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (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.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient unless the Recipient fulfils all of the special conditions listed in section A.34.1 (Special Conditions); and
 - (ii) instalments of Funds unless the Province and Canada are satisfied with the progress of the Project;
- (b) 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 the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any 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 Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
 - (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

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

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada.

- A.4.4 **Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing PTIF funds it receives from Canada to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.
- A.4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A.4.6 **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.
- A.4.7 **Maximum Funds.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
 - (b) if Canada's total contribution from all federal sources, including the Funds, towards the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
 - (c) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.
- A.4.8 **Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.
- A.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 to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- A.4.10 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

A.4.12 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.13 Project Incrementality. The Recipient acknowledges, as attested in the Public Transit Infrastructure Fund (PTIF) Attestation Form attached as Schedule “L” (Public Transit Infrastructure Fund (PTIF) Attestation Form), that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 Retention of Contribution. The Province will retain a minimum of 10% of the funding for the Project (“Holdback”). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.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 to the extent applicable with:
 - (i) its policies and procedures; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.2(a);
- (b) compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 Disposal. The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), 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.

A.6.3 Disclosure to Province. The Recipient will:

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

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), 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 representative of the Recipient.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:

- (i) proper, accurate, and in a manner consistent with generally accepted accounting principles financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Funds or otherwise to the Project;
- (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
- (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 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, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.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.

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

A.7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

A.7.6 Auditor General (Ontario/Canada). For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.1 of the *Auditor General Act (Ontario)* and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act (Canada)*.

- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- A.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.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.3 **AIA.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 Information Sharing with Province and Canada. The Recipient acknowledges that:

- (a) the Province or Canada may request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) the Province may share any information it receives from the Recipient pursuant to the Agreement with Canada.

A.10.0 INDEMNITY

A.10.1 Indemnification of the Province and Canada. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in any way arising out of (whether directly or indirectly) or in connection with the Project, the Recipient or the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 Province's Election. The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Province, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

A.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 Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province or Canada, as applicable, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A.10.5 Recipient's Co-operation. If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.

A.10.6 Province and Canada Limitation of Liability. The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, PTIF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

A.11.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will 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 project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will 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.

A.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 in section A.11.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A.12.0 TERMINATION ON NOTICE

A.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.

A.12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), 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 paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

A.13.1 Termination Where No Appropriation or Funds from Canada. If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, 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.

A.13.2 Consequences of Termination Where No Appropriation or Funds from Canada. If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), 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 owing pursuant to paragraph A.13.2(b).

A.13.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.14.1 **Event of Default.** If, 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:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b),

this event will constitute an Event of Default.

A.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 the 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.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.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 paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default),

if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A.16.0 FUNDS UPON EXPIRY

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

A.17.0 REPAYMENT

A.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.

A.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 amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.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.

A.17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided for in Schedule “B” (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 Failure 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.

A.18.0 NOTICE

A.18.1 Notice in Writing and Addresses. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 Notice Given. Notice will be deemed to have been given:

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

A.18.3 Postal Disruption. Despite paragraph A.18.2(a), in the event of a postal disruption:

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

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.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.

A.20.0 SEVERABILITY OF PROVISIONS

A.20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A.21.0 WAIVER

A.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 A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.22.0 INDEPENDENT PARTIES

A.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.

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.25.0 FURTHER ASSURANCES

A.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.

A.26.0 JOINT AND SEVERAL LIABILITY

A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

A.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.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.28.1 **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.

A.29.0 SURVIVAL

A.29.1 **Survival.** The Parties’ rights and obligations, which by their nature, extend beyond the termination of the Agreement including, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will survive any expiry or termination of the Agreement and continue in full force and effect: Articles 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other

applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada), A.7.7 (Third Parties), A.7.8 (Project Evaluation), A.7.9 (Calculations), Articles A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada), A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), and Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

A.30.1 **Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessment) have been met.

A.31.0 ABORIGINAL CONSULTATION

A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 COMMITTEE

- A.32.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.32.2 **Notice of Establishment of Committee.** Upon Notice from the Province, at the Province’s sole discretion, the Parties agree to hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.32.1 (Establishment of Committee).

A.33.0 DISPUTE RESOLUTION

- A.33.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.33.2 **Examination by the Committee and Parties.** The Parties agree, if a contentious issue arises and a Committee has been established under section A.32.1 (Establishment of Committee), to refer the contentious issue to the Committee for examination. In the absence of a Committee, the Parties agree to examine the contentious issue.
- A.33.3 **Potential Dispute Resolution by Committee.** The Parties agree that the Committee or the Parties will, as applicable and in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within, if the Committee, 30 Business Days, or, if the Parties, 90 Business Days of receipt of a Notice of a contentious issue.
- A.33.4 **Potential Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.33.5 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.33.6 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.34.0 SPECIAL CONDITIONS

- A.34.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient providing the Province with:

- (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming the authorized representatives of the Recipient for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance); and
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
- (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with, if the Recipient does not own the land on which the Project is carried out, each of the land-owners upon which the Project is carried out.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.34.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	\$257,955.00
Expiry Date	March 31, 2020
Contact information for the purposes of Notice to the Province	<p>Address: Public Transit Infrastructure Fund Phase One Municipal Transit Policy Office Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-6312 Fax: 416-585-7343 Email: PTIF@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Municipal Clerk Address: P.O. Box 2050 / 325 Farr Drive Haileybury, Ontario P0J 1K0</p> <p>Phone: 705-672-3363 Fax: 705-672-3200 Email: dtreen@temiskamingshores.ca</p>
Authorized Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)	<p>Position: Manager, Municipal Transit Policy Office</p>

<p>Authorized Representative designated by the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)</p>	<p>Position: Municipal Clerk</p>
<p>Contact Information for the authorized representative of the Recipient to respond to requests from the Province related to the Agreement</p>	<p>Position: Municipal Clerk Address: P.O. Box 2050 / 325 Farr Drive Haileybury, Ontario P0J 1K0 Phone: 705-672-3363 Fax: 705-672-3200 Email: dtreen@temiskamingshores.ca</p>

**SCHEDULE “C”
PROJECT DESCRIPTION, BUDGET AND TIMELINES**

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Program Funding Request).

C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Program Funding Request).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.

C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

"C.1" PROGRAM FUNDING REQUEST

ID	Forecasted End Date (YYYY/MM/SS)	Project Located in Fiscal Year (Y/N)	Funding Information					Project Objectives			Risk Assessment			
			Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)	Notified Capacity or Utilization of the Asset (Y/N)		Enhanced Service (Y/N)	Improved Environmental Outcomes (Y/N)	Evidence of Incrementality (Y/N)
/01	2018/03/01	N	\$ 970,000.00	\$ 970,000.00	\$ 257,955.00		\$ 258,000.00	\$ 454,045.00		Y	Y	N	Y	Start Date is dependant upon funding approval. Provincial contribution based on 2016-17 Provincial Gas Tax of \$129,000 (confirmed) and estimated 2017-2018 Provincial Gas Tax of \$129,000. Risk of 2017-18 Provincial Gas Tax contribution level being less than \$129,000. In the event it is less the City would have to cover the difference.
			\$ 970,000.00	\$ 970,000.00	\$ 257,955.00	\$ -	\$ 258,000.00	\$ 454,045.00	\$ -					

SCHEDULE “D” REPORTING

D.1.0 DEFINITION

D.1.1 **Definition.** For the purposes of this Schedule “D” (Reporting):

“**Reporting Guidelines**” means the reporting provided by the Province that provides direction to the Recipient on completing Reports.

D.2.0 REPORTING

D.2.1 **Types of and Timelines for Reports.** The Recipient will submit Progress Reports, Outcomes Progress Reports and a Final Progress Report to the Province for each Sub-project as required and within the timelines in Schedule “J” (Requests for Payment and Payment Procedures).

D.2.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.3.0 (Progress Reports and Final Progress Report) and the Outcomes Progress Reports are described in Article D.4.0 (Outcomes Progress Reports).

D.3.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

D.3.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Progress Report and Final Progress Report. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project” in the template refer to “Sub-project” as defined in the Agreement. The use of the term “Project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information			
Unique Project ID	Ultimate Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Claim Information		
Total Incurred Eligible Cost	Total Claimed To Date (including This claim)	Amount Claimed

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (YYYY/MM/DD)	Forecasted End Date (Updated from Project List) (YYYY/MM/DD)	Actual Start Date (YYYY/MM/DD)	Actual End Date (YYYY/MM/DD)

Progress Information			Risk Assessment	
Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

D.4.0 OUTCOMES PROGRESS REPORTS

D.4.1 **Format and Information for Outcomes Progress Reports.** The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Outcomes Progress Report. Also, each Outcomes Progress Report will include the information described in the template below in paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template).

(a) Baseline Data and Results on Progress on Outcomes Template

The Recipient will provide the baseline data for the performance indicators identified below to the Province for the first Outcomes Progress Report.

Except for the first Outcomes Progress Report, the Recipient will provide the results on outcomes based on the performance indicators identified below for all Outcomes Progress Reports.

For greater clarity and for consistency with tables Ontario has received from Canada pursuant to the Bilateral Agreement, references to:

- "Project/project" in the table below refer to "Sub-project" as defined in the Agreement;
- "funded investments", "funded" and "funding" in the table below refer to "Funds" as defined in the Agreement; and
- "PTIF recipient" in the table below refer to "Recipient" as defined in the Agreement.

PTIF Outcome		PTIF Indicator	Baseline data	This section to be updated at each reporting cycle	
				Result	# of Projects Affected
Provide cumulative results on completed projects from start of Program					
1	Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology	Not applicable, baseline is zero		
2	Funded plans are being implemented	Number of funded plans or studies that led to informed decisions on investments	Not applicable, baseline is zero		

3	Improved rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments			
4		Percentage of assets that have improved their physical condition rating as a result of funding			
5		Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments			
6	Increased safety	Number of funded transit system projects that have added safety features or equipment	Not applicable, baseline is zero		
7		Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments			
8	Increased accessibility	Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding			
9	Improved efficiency	Average life cycle cost of applicable transit system assets after completion of funded investments			
10		Average litres of fuel per passenger-kilometre after completion of funded investments			

11		Total estimated cubic-meters of natural gas saved as a result of funded investments			
12		Total estimated kilowatt-hours saved as a result of funded investments			
13		Total of new passenger-kilometres travelled as a result of funded system expansion projects			
14	Transit systems are expanding	Number of early works projects that lay the foundation for future transit system expansion (additional indicator)	Not applicable, baseline is zero		
15		Number of funded projects that support active transportation (additional indicator)	Not applicable, baseline is zero		
16	Projects are Incremental	Total value of capital expenditures for transit projects by PTIF recipient			

D.5.0 ABORIGINAL CONSULTATION RECORD

D.5.1 **Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.6.0 RISK ASSESSMENT

D.6.1 **Further Details on Risk Assessment.** Upon the Province's written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Reports.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTING)

D.7.1 Minor changes to the Reporting. Subject to section D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.

D.7.2 Amending Agreement for Minor Changes to the Reporting. Any change made to this Schedule “D” (Reporting), pursuant to section D.7.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 Definitions. For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 Eligible Expenditures Date of Effect. Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 Eligible Investments. The following are Eligible Investments:

- (a) capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility or safety, or both, of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, transit stations or other public transit capital assets, refurbishment or replacement of existing rolling stock, intelligent transportation systems and replacement or enhancement of transit stations);
- (b) expenditures to support the asset management capacity of a public transit system;
- (c) expenditures to support the design and planning for the expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies; and
- (d) projects for system expansion, which may include active transportation, if they can be completed within the PTIF timeframe.

E.2.3 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the Province’s opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2019 and Eligible Investments. Eligible Expenditures incurred between the period of April 1, 2018 and March 31, 2019 will be subject to the prior written approval of Canada and the Province and limited to a maximum of 25% of the Maximum Funds. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;
- (c) costs of construction carried out in-house by the Recipient; and
- (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to April 1, 2016 and costs incurred after March 31, 2019, unless otherwise approved pursuant to paragraph E.2.3(d);
- (b) except as otherwise specified in the Agreement and at the Province's sole discretion, costs incurred for cancelled Projects;
- (c) land acquisition;
- (d) leasing land, buildings and other facilities;
- (e) leasing equipment other than equipment directly related to the construction of the Project;
- (f) real estate fees and related costs;
- (g) financing charges;
- (h) legal fees and loan interest payments, including those related to easements (e.g., surveys);
- (i) any goods and services costs which are received through donations or in kind;
- (j) taxes for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- (k) costs associated with operating expenses and regularly scheduled maintenance work;
- (l) costs incurred by the Recipient for the purpose of the Project Evaluation; and
- (m) other costs which are not specifically listed as Eligible Expenditures under Article E.2.0 (Eligible Expenditures and Eligible Investments) and which, in the opinion of the Province, are considered to be ineligible.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;

- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel and any Third Party;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient; and
- (k) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project.

SCHEDULE “F” EVALUATION

F.1.0 PROJECT EVALUATION

F.1.1 Recipient’s Participation in Project Evaluation. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or PTIF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.

F.1.2 Results of Project Evaluation(s). The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

SCHEDULE "G" COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Communications Activities" include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

"Joint Communications" are events, news releases, and signage that relate to the promotion of the Program, PTIF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 **JOINT COMMUNICATIONS**

G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 20 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general PTIF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will 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.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise in respect of a Project or the PTIF.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.

- G.8.2 **Federal Funding Recognition.** Unless otherwise agreed by Canada, the Province or the Recipient will produce and install a sign to recognize Canada's funding at the Project site in accordance with current federal signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's contribution and will be approved by Canada.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Canada's Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's financial contribution received for the Project.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H” DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITIONS

H.1.1 Definitions. For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 Gas Tax Funds Implications. Despite section H.2.2 (Repayment) and unless the Province otherwise requires in writing, the Recipient agrees that the terms and conditions under the Ministry of Transportation Dedicated Gas Tax Funds for Public Transportation Program (the “Dedicated Gas Tax Program”) will apply to any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with funds from the Dedicated Gas Tax Program, in addition to the Funds, if the Recipient proposes to sell, lease, encumber or use in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any such Asset.

H.2.2 Repayment. Subject to sections H.2.1 (Gas Tax Funds Implications) and H.2.3 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance if, at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.3 Reinvestment. Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.2 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment provided for in section H.2.2 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 Revenues. The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 Deduction by Province. The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Community is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province's or Canada's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit each Sub-project request for payment for Eligible Expenditures to the Province semi-annually and on a date to be specified by the Province at its sole discretion, and, subject to paragraph K.4.1 (f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed by an authorized representative of the Recipient;
- (b) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (c) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized representative of the Recipient;

- (d) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule "J.3" (Form of Declaration of Sub-project Completion), by an authorized representative of the Recipient;
- (e) for each request for Final Payment, the Final Progress Report and last Outcomes Report, acceptable to the Province, for the period to which the request for payment relates;
- (f) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province and in addition to the Declaration of Sub-project Completion, a certification, using the form of certificate provided in Sub-schedule "J.4" (Form of Certificate from Professional Engineer), by a professional engineer;
- (g) if the Province so requests, a copy of all documentation provided to the Recipient by the authorized representative of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (c), (d) and (f); and
- (h) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, including the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment prior to September 1, 2019.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after September 1, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For each Sub-project, following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, the Final Progress Report and last Outcomes Progress

Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 Holdback. For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to Paragraph A.4.1 (a), the Province will pay the Holdback when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

J.8.1 Final Payment. Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

PART 1: RECIPIENT INFORMATION

Recipient Name: _____ **Date:** _____

Recipient Contact and Phone Number: _____

Project Title: _____

Unique Project ID: _____

Total Project Cost: _____

Total Eligible Cost: _____

Period Covered by Claim: _____

Project Claim #: _____

PART 3: SUMMARY OF COSTS INCURRED	
Amount Claimed (\$)	
Total Incurred Eligible Cost	
Total Claimed To Date	

Recommended for payment request:

Date

_____ **[insert/print the name and title of the Recipient's authorized representative]**

I have authority to bind the Recipient.

Recommended for payment:

Date

_____ **[insert/print the name of the Director]**
Director, Transit Policy Branch

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: [insert address of the Recipient's authorized representative]

Attention: [insert the name and title of the Recipient's
authorized representative]
Email: [insert email address of the Recipient's
authorized representative]
Telephone No.: [insert telephone number of the Recipient's
authorized representative]
Facsimile No.: [insert facsimile number of the Recipient's
authorized representative]

RE: Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)
Transfer Payment Agreement - Sub-project [insert the Sub-
project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement; and
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Progress Report and Outcomes Progress Report is true and accurate.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:
Title:
[insert name and title of the Recipient's authorized representative]

Witness Name:
Title:

I have authority to bind the Recipient.

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert address of the Recipient's authorized representative]**

Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**
Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)**
Transfer Payment Agreement - Sub-project [insert the Sub-
project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
 - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20__ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

- vi. conforms with Schedule "C" (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing; and
- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards.

2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Final Progress Report and last Outcomes Progress Report is true and accurate.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
4. The value of completed work on the Sub-project is \$ _____ **[insert the amount in Canadian dollars]**.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

 Name:
 Title:
[insert name and title of the Recipient's authorized representative]

 Witness Name:
 Title:

I have authority to bind the Recipient.

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert the address of the professional engineer]**

Attention: **[insert the name and title of the professional engineer]**
Email: **[insert the email address of the professional engineer]**
Telephone No.: **[insert the telephone number of the professional engineer]**
Facsimile: **[insert the facsimile number of professional engineer]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]**

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the new or expansion Sub-project **[insert the Sub-project unique ID and title]**:
 - a. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Sub-project Completion Date**”);
 - b. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - c. was supervised and inspected by qualified staff;
 - d. conforms with the plans, specifications and other documentation for the work;
 - e. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - f. conforms with Schedule “C” (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4(10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and

h. can be completed by **[insert either March 31, 2018 or, if Canada and the Province have provided their prior written approval, the approved date]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:
Title:
**[insert name and title of
the professional engineer]**

Witness Name:
Title:

SCHEDULE "K" COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province establishes a Committee, pursuant to section A.32.1 (Establishment of Committee), within 60 days of the Effective Date, at the Province's sole discretion, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the "Committee"). The Committee's mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as member of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, to replace him or her will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its sub-committees, including and consistent with those in this Schedule "K" (Committee);

- (b) meet at least two times a year, and at other times at the request of a co-chair; and
- (c) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring compliance of the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues/disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, review requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule "K" (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes to the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information and outcomes data related to Schedule "D" (Reporting).

**LEFT INTENTIONALLY
BLANK**

SCHEDULE "L"

Public Transit Infrastructure Fund (PTIF) Attestation Form

Christopher W. Oslund, City Manager
City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury, Ontario
P0J 1K0

I, Christopher W. Oslund attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
 - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
 - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

Dated, this 18th day of October, 2016.



Signature

Christopher W. Oslund



The Corporation of the City of Temiskaming Shores
By-law No. 2017-065
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 – Removal of
four (4) GMC Accessible Transit Buses

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

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

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

And whereas Council adopted By-law No. 2013-140 being a by-law to authorize the entering into an agreement with Stock Transportation Ltd. for the lease of four Accessible Transit Buses;

And whereas Council considered Memo 010-2017-PW at the May 2, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-140 to delete the four (4) original GMC Accessible Transit Buses from the agreement for consideration at the May 2, 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 Council hereby amends Appendix 1 of Schedule “A” to By-law No. 2013-140 by adding the following:

Unit	Make	Model Year	VIN	Colour	GVWR	Passenger
1	GMC	TGB38032012	1GD675BL9C1198341	White	14,200	21
2	GMC	TGB38032012	1GD675BL7C1199407	White	14,200	21
3	GMC	TGB38032012	1GD675BL0C1199670	White	14,200	21
4	GMC	TGB38032012	1GD675BL7C1199505	White	14,200	21

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, semantical 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 2nd day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-066

**Being a by-law to enter into an agreement with the
Treehouse for the Operation of the Rotary Farr Park and
Dymond Ball Field Concessions**

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. RS-004-2017 at the May 2, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Treehouse for the operation of the Rotary Farr Park and the Dymond Ball Park Concession for consideration at the May 2, 2017 Regular Council meeting;

And whereas the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the operation of the Rotary Farr Park Concession and the Dymond Park Concession;

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

1. That the council of The Corporation of the City of Temiskaming Shores agrees to enter into an agreement with the Treehouse for the operation of the Rotary Farr Park and Dymond Ball Park Concessions, a copy of which is hereto attached as Schedule "A";
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 2nd day of May, 2017.

Mayor – Carman Kidd

Deputy Clerk – Christopher W. Oslund

This agreement made in duplicate this 2nd day of May, 2017.

Between:

City of Temiskaming Shores
(Hereinafter called the "City")

And:

Treehouse
(Hereinafter called the "Tenant")

Whereas the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as described herein;

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

1. Leased premises

The City hereby demises and leases to the Tenant part of the City's Building known as the Concession containing a rentable area located at Rotary Farr Park and the Dymond Ball Fields in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on May 1st, 2017 to September 15th, 2017.

3. Rent

The Tenant shall pay the City Three Hundred and Fifty Dollars (\$350) plus applicable taxes for the term of the agreement.

4. Renewal

The Tenant, upon the satisfaction of the City, shall the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

5. Tenant's Covenants

a) Rent – to pay rent;

b) Insurance - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**,

inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

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

- h) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand; and

6. City's Covenants

The City covenants with the Tenant;

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

7. Provisos

Provided always and it is hereby agreed as follows:

- a) Fixtures** – in addition to the facility itself the City is the owner of the equipment contained in Appendix 01, being part of this agreement;
- b) Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.

- c) Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- d) Right of termination by the City** - The lease may be terminated for any valid operational reason;
- e) Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;

8. Headings

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

Remainder of this page left blank intentionally

Signed and Sealed in)
the presence of)

Treehouse

Owner/Operator – Barbara E. Treen

Owner/Operator – David B. Treen

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Deputy Clerk – Christopher W. Oslund

Fixtures owned by the City

Rotary Farr Park:

- Hot water tank

Dymond Ball Field:

- Two Fridges
- Small Freezer

The Corporation of the City of Temiskaming Shores
By-law No. 2017-067
Being a by-law to authorize the entering into a Vehicle
Lease Agreement with Tri-Town Toyota for use by
Enterprise Temiskaming

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 CGP-012-2017 at the May 2, 2017 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Tri-Town Toyota for a three (3) year lease of a 2017 Toyota Rav4 LE for use by Enterprise Temiskaming for consideration at the May 2, 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 approves a three (3) year lease with Tri Town Toyota for a 2017 Toyota Rav4 LE for use by Enterprise Temiskaming at a monthly lease rate of \$470.10 plus applicable taxes for a total of \$16,923.60 term, copy of which is attached hereto as Schedule "A", and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 2nd day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-067

Vehicle Lease Agreement
between

The Corporation of the City of Temiskaming Shores

and

Tri-Town Toyota

2017 Toyota Rav4 LE for use by Enterprise Temiskaming

SUBMISSION
FROM
TRI-TOWN
TOYOTA

1.11 Non-Collusion Affidavit (must be included in submission)

Supply of Leased Vehicle for Enterprise Temiskaming

I/ We MARC FORTIN of RI TOWN TOYOTA the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at NEW RICHMOND this 18 day of April, 2017.

Signed

Marc Fortin

Company Name

RI TOWN TOYOTA

Title

GM / Owner

1.12 Conflict of Interest Declaration (must be included in submission)
Supply of Leased Vehicle for Enterprise Temiskaming

Please check appropriate response:

I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at NEW RICHMOND this 18 day of April, 2017.

FIRM NAME: TRI TOWN TOYOTA

BIDDER'S AUTHORIZED OFFICIAL: MARC FORINA

TITLE: GM/Owner

SIGNATURE: 

1.13 Form of Quotation

We, the undersigned, have carefully examined the attached documents and conditions of the quotation. We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Specifications			
Year	2017	Allowable KM per year	25,000
Make	TOYOTA	Warranty: Existing/Additional	3y-60,000 5y-100,000
Model	RAV4 LE	Lease Option Period	24- 36-39-48
Colour	White	Monthly Lease fee	ATTACHED
Engine Size	2.5 4cyl	Additional costs including taxes	ATTACHED
Safety Rating	Top Safety Pick+	Copy of Lease Draft Attached	ATTACHED
Cargo size	38.4 Cubic feet	Any additional incentives:	
Type of Tires	17" Michelin	Other: WEAR PASS	COVER EXCESS WEAR + TREAD UP TO \$4,000
Delivery Time	MAY 31-2017	TOYOTA SAFETY SENSE PRE-COLLISION SYSTEM	LANE DEPARTURE ALERT AUTO HIGH BEAMS

*****Complete and submit one form for each vehicle that you are quoting on.*****

LAST NAME **EnterpriseTemiskaming** FIRST NAME # **CGP-RFP-004-2017**
 HOME (000) 555-5555 OFFICE () - - - - - EXT. () - - - - -
 FAX () - - - - - CELL. () - - - - -
 Vehicle EMAIL () - - - - -
 2017 TOYOTA BFREVT-BM00 STOCK # () - - - - -
 RAV4 AWD LE UPGRADE PKG

TRI TOWN TOYOTA
 998039 HWY 11 NORTH
 TEMISKAMING SHORES
 P0J 1P0 Ontario
 TEL: 705-647-5959 FAX: 705-647-5962

MSRP	
MSRP	\$29,710.00

TERM	
Toyota	
Rate	0.00
Term	36

MONTHLY PAYMENT	
Monthly	\$470.10
HST	\$61.11
Total	\$531.21

PRICE	
Discount	\$0.00
Price	\$29,710.00
Cap. Options	\$199.95
Non Cap.Options	\$0.00
Freight	\$888.00
PDI	\$897.00
A/C Tax + Eco	\$100.00
Credits	\$0.00
Protection Plan	\$0.00
Wear Pass	\$745.00
Add. Equip.	\$0.00
Adjusted Price	\$32,539.95

RESIDUAL	
Residual %	54.00
KM/Year	25000
KM Allowed	75000
Demo KM	0
Residual	\$15,995.40
Capitalized Amount	\$30,010.00

PAYMENT ON DELIVERY	
Cash	\$0.00
1st Payment	\$531.21
Security Deposit	\$0.00
P.P.S.A.	\$0.00
License fees	\$32.00
Other fees	\$11.30
Admin. fees	\$0.00
Tire Recovery	\$20.06
OMVIC Fee	\$11.30
Protection Plan	\$0.00
Tax on trade	\$0.00
A/C Tax	\$0.00
Add. Equip.	\$0.00
-\$Delivery Client	\$605.87
-\$Deliv. Manufacturer	\$0.00
\$ Delivery Total	\$605.87

TRANSACTION TYPE	
PERSONAL USE VEH.	<input type="checkbox"/>
REGISTRANT (COMPANY)	<input checked="" type="checkbox"/>

ADDITIONAL EQUIPMENTS

NOTES

OTHER	
Credits Tx inc.	\$0.00
Cash tx inc.	\$0.00
Trade-in	\$0.00
Lien	\$0.00
Lease Debt	\$0.00
Other	\$0.00
License fees	\$0.00
Other fees	\$0.00
Admin. fees	\$379.00
Gas Tax	\$0.00

BORROWING COST	
Financed Amount	\$32,918.95
Borrowing cost	\$0.00
AMT to Maximum %	\$8,724.05

Options
BLKH-Block Heater (and Plug-In) - \$199.95

INSURANCE	
Life insurance	NONE
Disability insurance	NONE
Critical ill. insurance	NONE
GAP warranty	\$0.00

EXCESS KM'S FEES	
At Inception (demo)	\$0.07
At Maturity	\$0.10

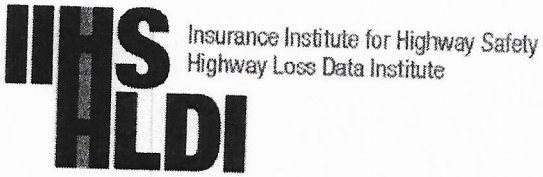
UPD Date **Apr 13th 12:40 PM** Purchaser Manager

Numbers shown above are for information purpose only and they may differ from the actual amounts that can only be established by Toyota

6638-10475 EasyDeal Software 1-866-255-3279

I/We TRITOWN TOYOTA offer to supply the requirements stated within, at the cost of \$ 531.21 tax included.

Company Name <u>TRITOWN TOYOTA</u>	Contact name (please print) <u>MAAC FARINA</u>
Mailing Address <u>9900 39 Hwy 11N</u>	Title <u>GM</u>
Postal Code <u>R5 1P0</u>	Authorizing signature <u>[Signature]</u>
Telephone <u>705-647-5959</u>	Cell Phone (if possible) <u>705-648-3790</u>
Fax <u>705-647-5962</u>	Date <u>04-18-2017</u>
Email (if possible) <u>SALES@TRITOWN.TOYOTA.CA</u>	



For best printing results turn on "Print background colors and images" in your browser settings.



2017 Toyota RAV4

Small SUV



2016 Toyota RAV4 shown

CRASHWORTHINESS

Small overlap front	G
Moderate overlap front	G
Side	G
Roof strength	G
Head restraints & seats	G

CRASH AVOIDANCE & MITIGATION

Front crash prevention



SUPERIOR

Headlights

A

only certain trims

CHILD SEAT ANCHORS (LATCH)
EASE OF USE

G

Ratings shown are the latest available for

Tri-Town Toyota
 998239 Highway 11 N.
 New Liskeard ON P0J 1P0

2017 RAV4 AWD LE

2T3BFREV2HW570668 BM 00

Select Features

Exterior colour: Alpine White
 Interior colour: Black
 Engine: 2.5 Litre, 4-Cylinder
 Mechanical Features: Active Torque Control System, All Wheel Drive (AWD), Trailer Sway Control, Vehicle Stability Control (VSC), Traction Control System (TRAC), Hill-start Assist Control (HAC), Drive Mode Select (Sport, Eco and Normal Modes)
 Transmission: 6-Speed, Automatic, Super Electronically Controlled Transmission (Super ECT), Gate Type Shifter
 Steering Wheel: Voice Recognition Controls, 3-Spoke Wheel, Tilt & Telescopic Steering Wheel, Steering Wheel Audio Controls, Bluetooth Controls
 Steering: Electric Power Steering
 Front Suspension: Macpherson Gas Struts, Coil Springs, Stabilizer Bar
 Rear Suspension: Double Wishbone Type, Coil Springs, Stabilizer Bar
 Tires: P225/65R17, All Season Tires, Compact Size Spare
 Wheels: Full Wheel Covers, 17" Steel Wheels
 Brakes: Power Assisted, Front Ventilated Disc, Solid Rear Disc, Antilock Braking System (ABS), Electronic Brake Force Distribution (EBD), Brake Assist (BA)
 Climate Control: Air Conditioning, Dust, Pollen, Deodorizing Air Filter, Rear Seat Heater Ducts
 Audio: AM/FM/CD/MP3/WMA, Voice Recognition, 6 Speakers, Phonebook and streaming audio via Bluetooth, 6.1" Display Screen, SIRI Eyes-Free, Bluetooth Capability, Audio Auxiliary Input Jack, USB Audio Input, Antenna Shark Fin Type
 Safety: Dual Stage Driver & Passenger Airbag Supplemental Restraint System (SRS), Front Seat Mounted Side Airbags, Roll-Sensing Front and Rear Head/Side Curtain Airbags, Driver Knee Airbag, Front Passenger Occupancy Classification Indicator, Anchor Points for Child Restraint Seats, Total Number of Airbags: 8, Child Protector Rear Door Locks, Front Seatbelt Anchor Height Adjusters, Front Seatbelt Pre-Tensioners and Force Limiters, All-Position 3-Point Lap & Shoulder Belts, Front Passenger Seat Cushion Airbag
 Toyota Safety Sense: Auto High Beam, Dynamic Radar Cruise Control (full speed), Pre-Collision System with Pedestrian Detection, Lane Departure Alert with Steering Assist

Options

Toyota Roadside Assistance Included
 3 Years or 60,000 km
 Full Tank of Gas Included

Pricing Information

Base MSRP	\$29,710.00
Options	\$0.00
Subtotal	\$29,710.00

Federal Excise Tax - Air Conditioning	\$100.00
Environmental Handling Fee - Tires	\$17.75
Environmental Handling Fee - Filters	\$1.00
OMVIC fee	\$10.00
Freight & PDI	\$1,785.00
<small>(Pre-delivery service & destination charges)</small>	

Total MSRP* **\$31,623.75**

*M.S.R.P. is manufacturer's suggested retail price. Taxes, license, registration and applicable fees are extra. Dealer may sell for less. ADDITIONAL EQUIPMENT/SERVICES MAY BE OFFERED/INSTALLED/PROVIDED AT ADDITIONAL COST.

WARRANTY: Basic-3 Years or 60,000km. Powertrain-5 Years or 100,000km. Corrosion Perforation-5 Years unlimited. Major Emissions- 8 Years or 130,000km. Hybrid Unique Components-8 Years or 160,000km. No Deductible! No Transfer fee!



Toyota Canada's Extra Care Protection Plans are available on this vehicle. These plans are offered by Toyota Canada and honoured at participating Toyota Dealers. Ask your Dealer for prices and details.

STAR
 SAFETY SYSTEM™



The Corporation of the City of Temiskaming Shores
By-law No. 2017-068
Being a by-law to authorize the use of Vote Tabulators at
the 2018 Municipal Election

Whereas Section 42 of the Municipal Election Act, 1996, provides that the Council of a municipality may, by by-law, authorize the use of vote-counting equipment such as vote tabulators for the purpose of counting votes at municipal elections;

And whereas Council considered Administrative Report No. CS-025-2017 at the May 2, 2017 Regular Council meeting and approved the use of vote counting equipment (tabulators) for the 2018 Municipal Election and directed staff to prepare the necessary by-law for consideration at the May 2, 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 hereby authorizes the use of Vote Tabulators for the purpose of counting votes at the 2018 Municipal Elections as per Section 42 of the Municipal Elections Act, 1996 and the procedures for the use of vote-counting equipment is hereto attached as Schedule "A" and forms part of this by-law; and

Read a first, second and third time and finally passed this 2nd day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to

By-law 2017-068

Procedure for use of Vote Tabulators

Procedure for use of Vote Tabulators

1. Definitions

In this procedure:

- 1.1 **Memory Pack** means a cartridge that is a removable, battery-sustained memory where all tabulated totals are stored with the subdivision program;
- 1.2 **Security Folder** means an apparatus in which a ballot can be placed so as to conceal the names of the candidates and the marks upon the face of the ballot and so as to expose the initials of the Deputy Returning Officer (“DRO”);
- 1.3 **Vote Tabulator** means an apparatus that optically scans a specified area on the ballots to read the votes and tabulate the results.

2. General Provision

This procedure applies to an election conducted by a municipality that has passed a by-law under section 42 of the *Municipal Elections, Act 1996* (the “Act”) authorizing the use of vote tabulators at voting places.

Where this procedure does not provide for any matter, an election to which this procedure applied shall be conducted in accordance with the principles of the Act.

3. Election Officers

The Municipal Clerk may appoint election officers for the purposes of this procedure and may designate their titles and duties.

4. Voting Subdivisions

The Municipal Clerk may divide the municipality into voting subdivisions. There will be various voting subdivisions for the 2018 municipal elections.

5. Ballot

There shall appear on the ballot to the side of each candidate’s name a space suitable for the marking of the ballot in the shape of an oval.

6. Programming of Vote Tabulators

- 6.1 The vote tabulator shall be programmed so that a printed record of the number of votes cast for each candidate can be produced.
- 6.2 The vote tabulator shall be programmed so that the following ballots are returned to the Deputy Returning Officer (“DRO”) as described:

- (a) a ballot with votes in excess of the number of specified voting spaces required as determined by a vote tabulator with the message “Over Voted”;
- (b) a ballot that is damaged or defective or has been marked in such a way that it cannot be properly processed by a vote tabulator with the message “Ballot Misread”.

7. Testing of Vote Tabulators

- 7.1 Within twenty-one (21) days before voting day, the Municipal Clerk shall test the vote tabulators to ensure that they will accurately count the votes cast for all candidates.
- 7.2 When testing the vote tabulator, adequate safeguards shall be taken to ensure that the system, or any part of it, that is used for processing and tabulating votes is isolated from all other applications or programs and that no remote devices are capable of gaining access to the vote tabulator.
- 7.3 The test shall be conducted by:
 - (a) loading the memory into the vote tabulators;
 - (b) tabulating a pre-audited group of ballots including ballots that fall into each of the categories of ballots described in clause 8.12 (f) (ii) to (v) and ballots on which are recorded a predetermined number of valid votes for each candidate; and
 - (c) comparing the output of the tabulation against the pre-audited results.
- 7.4 The Municipal Clerk shall, at the successful completion of the test, seal the memory pack of the vote tabulator.
- 7.5 If the Municipal Clerk detects an error in the test, the cause of the error shall be ascertained and corrected and the test repeated until an errorless count is made.

8. Procedure at the Voting Place

- 8.1 If a vote tabulator is to be used in a voting place, the Accu Vote Tabulator Clerk (“AVT Clerk”) or election officer shall, in the presence of all scrutinizers, if any, cause the vote tabulator to print a copy of all totals in its memory pack one hour or less before the opening of the voting.
- 8.2 If the total are zero for all candidates, the AVT Clerk or election officer shall ensure that the zero printout remains affixed to the vote tabulator until the results are printed by the vote tabulator after the close of the vote.
- 8.3 If the totals are not zero for all candidates, by-laws and questions, the AVT

- Clerk or election officer shall, immediately notify the Municipal Clerk and shall conduct the vote using the back-up compartment of the ballot box until the vote tabulator is made operational or the Municipal Clerk provides a back-up tabulator to the voting location.
- 8.4 The Municipal Clerk may assign an election assistant, in addition to the DRO, to initial a ballot before the ballot is delivered to a voter.
- 8.5 The DRO or an election officer shall provide a secrecy folder to each person to whom a ballot is provided at the same time as the ballot is provided.
- 8.6 After marking the ballot in the voting compartment, the voter shall:
- (a) insert the ballot into the secrecy folder;
 - (b) leave the compartment without delay; and
 - (c) deliver the secrecy folder containing the ballot to the AVT Clerk.
- 8.7 The AVT Clerk shall verify the initials of the DRO in the presence of the voter without removing the ballot from the secrecy folder or if the ballot presented is not in a secrecy folder, ask the voter to hand the ballot face down, in order to conceal his choices, and
- (a) if a vote tabulator is available in the voting place, insert the secrecy folder containing the ballot, with the initials of the DRO face down, into the feed area of the vote tabulator until the vote tabulator draws the ballot from the secrecy folder in full view of the voter, or
 - (b) if a vote tabulator is not available in the voting place, place the ballot with the initials of the DRO face down, directly into the ballot box from the secrecy folder in full view of the voter.
- 8.8 If a vote tabulator is available in the voting place but fails to operate, the AVT Clerk shall:
- (a) insert the ballot into the back-up compartment of the ballot box; and
 - (b) subject to subsection 8.13 insert the ballots into the feed area of the vote tabulator after the close of the voting.
- 8.9 If a ballot (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present, the AVT Clerk shall:
- (a) in the case of an over voted ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter;
 - (b) in the case of a damaged or defective ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the

cancelled ballot envelope and provide another ballot to the voter.

- 8.10 If a ballot (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present and declines to accept another ballot, the AVT Clerk shall override the ballot so that the AccuVote accepts the ballot. If the ballot cannot be overridden the AVT Clerk will mark the ballot “declined” and return it to the DRO who issued it.
- 8.11 If a ballot is returned by the vote tabulator and the voter who delivered the ballot is not present, the AVT Clerk shall make the ballot “defective” and insert the ballot into the back-up compartment of the ballot box. After the close of the voting, and in conjunction with the Poll Supervisor:
- (a) where there are no marks in the specified voting spaces, the AVT Clerk will override the ballot for acceptance by the tabulator. Should the tabulator still fail to accept the blank ballot in override mode, the AVT Clerk shall mark the blank ballot “declined” and return it to the DRO who assigned it for accounting purposes;
 - (b) where there are marks in the specified voting spaces:
 - (i) prepare a replacement ballot for the defective ballot by duplicating the marks shown on the defective ballot to the replacement ballot. The replacement ballot shall be clearly labeled “replacement” and given a serial number which number shall also be recorded on the defective ballot;
 - (ii) substitute the replacement ballot for the defective ballot and tabulate it;
 - (iii) for accounting purposes, give the defective ballot to the DRO who provided the replacement ballot. The DRO will place the defective ballot in the appropriate envelope.
- 8.12 If a vote tabulator has been used to tabulate the votes cast in a voting place, the AVT Clerk shall, after the close of the voting, check the back-up compartment of the ballot box for ballots to ensure all votes are tabulated. Once all votes are tabulated including those noted in Section 8.11, the AVT Clerk shall:
- (a) secure the vote tabulator against receiving any more ballots;
 - (b) obtain a printed record of the votes given for each candidate;
 - (c) sign the certificate portion of the printed record along with the Poll Supervisor and any scrutinizers who are present and wish to sign;
 - (d) remove the printed record from the vote tabulator and place it in the statement envelope;
 - (e) provide printouts for any scrutinizers upon request;
 - (f) under supervision of the Poll Supervisor collect all completed DRO

Statements of Ballot Account for return to the Municipal Clerk which define:

- (i) ballots received from the Municipal Clerk;
 - (ii) cancelled ballots;
 - (iii) declined ballots;
 - (iv) defective ballots;
 - (v) ballots unused;
- (g) report the ballots counted by the vote tabulator on the AVT Clerk Statement and attach the DRO Statements to it;
- (h) place the original copy of the DRO and AVT Clerk Statements in the Statements Envelope as well as the Vote Summary Totals Tape from the AccuVote Tabulator;
- (i) place a duplicate copy of the statements and all ballots that have been counted by the vote tabulator in a ballot transfer contained provided by the Municipal Clerk to ensure the safe transfer of the ballots and seal it;
- (j) place in a separate envelope:
- (i) cancelled ballots;
 - (ii) declined ballots;
 - (iii) defective ballots;
 - (iv) unused ballots;
- (k) seal the envelopes;
- (l) place all remaining supplies and sealed envelopes, excluding the Statement Envelope, **in a transfer carrier and seal the transfer carrier; and**
- (m) the AVT Clerk shall personally deliver the **transfer carrier, ballot transfer container**, vote tabulator and the Statement Envelope to the Office of the Municipal Clerk or to such other place as the Municipal Clerk has directed in writing.

8.13 If a vote tabulator has been used to tabulate votes cast in a voting place but the tabulation of the votes cannot be completed because the vote tabulator is not operating or cannot be made to operate within a reasonable time following the close of the voting, the AVT Clerk or an election assistant shall, after the close of the voting and after determining that the tabulation cannot be completed:

- (a) seal the ballot box in such a manner that it cannot be opened or any ballots be deposited in it without breaking the seal;
- (b) secure the vote tabulator against receiving any more ballots;

- (c) place all supplies and all cancelled, declined, defective and unused ballots in the transfer carrier and seal it;
 - (d) personally deliver the ballot box, **transfer carrier, ballot transfer container** and vote tabulator to a place designated by the Municipal Clerk where a back-up vote tabulator is located;
 - (e) follow the procedures set out in Sections 8.1 to 8.3 to ensure that the totals of the back-up vote tabulator are zero for all candidates;
 - (f) insert all the ballots from the ballot box into the back-up vote tabulator; and
 - (g) follow the procedures in subsection 8.12.
- 8.14 If a vote tabulator has been provided and has not been used to tabulate votes in a voting place:
- (a) the DRO or election assistant shall, immediately after the close of voting, follow with necessary modifications the procedures in clauses 8.13 (a), (c) and (d); and
 - (b) the Municipal Clerk, or a person designated by the Municipal Clerk, shall with necessary modifications follow the procedures in clauses 8.13 (e) to (g).
- 8.15 If, at the close of the voting, the Municipal Clerk is of the opinion that it is impracticable to count the votes with the vote tabulators, he/she may direct that all the votes cast in the election be counted manually following as far as practicable the provisions of the Act governing the counting of the votes.
- 8.16 The Municipal Clerk shall, at the completion of the count, retain the programs, memory packs, test materials and ballots in the same manner as is provided for in the Act for the keeping of ballots.
- 8.17 The Municipal Clerk shall retain and may have access to the pre-audited group of ballots referred to in clause 7.3 (b) and other materials used in the programming of vote tabulators.
- 8.18 The Municipal Clerk shall not alter or make changes to the materials referred to in Section 1.

9. Advance Voting and early closing of Voting Places

The total of the votes at an advance voting location or at a voting location that closes early under subsection 46(3) of the Act shall not be printed and the procedures under section 13 shall not be followed until after 8:00 p.m. on the voting day.

10. Recounts

Subject to the order of a judge under section 58 of the Act, if a recount of votes is held,

the votes shall be recounted in the same manner as the votes were counted on voting day.

- 10.1 A vote tabulator shall be tested before the recount in accordance with Section 7.
- 10.2 The recount officer shall attend the recount and bring the transfer carriers, ballot transfer containers, vote tabulators, statement envelopes and all documents that, in the opinion of the recount officer, are relevant to the recount.
- 10.3 If a vote tabulator is used for a recount, the recount is limited to the ballots tabulated by the vote tabulator on voting day.
- 10.4 For the purposes of subsection 10.2, “results of the election” means,
 - (a) in the case of an election to an office, which candidate or candidates have been declared elected;
 - (b) in the case of an election to obtain the assent of the voters on a by-law, whether the affirmative or negative received the greatest number of votes; and
 - (c) in the case of a question submitted to the voters, which answer received the greatest number of votes.
- 10.5 The results of a recount using a vote tabulator is final and no further recount shall take place, unless:
 - (a) the recount changes the results of the election, as declared by the Municipal Clerk under subsection 55 of the Act, or
 - (b) a judge makes an order under section 58 of the Act requiring a recount to be held.
- 10.6 If clause 10.5 (a) applies, the recount officer shall conduct a manual recount following as far as practicable the provisions of the Act governing the counting of votes and subject to a judge’s order, shall recount only those voting subdivisions where the count at the recount differed from the count on voting day.
- 10.7 The manual recount shall be a recount of all the original ballots received from the voters in those voting subdivisions.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-069

**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 May 2, 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 **May 2, 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 2nd day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen