



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 16, 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 – May 2, 2017

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Carman Kidd, Mayor – City of Temiskaming Shores

Re: Presentation – Bicycle Friendly Community Award - STATO

- b) Graham Gambles, President – Rock Walk Park

Re: UNESCO Geopark Opportunity

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges the presentation from the Rock Walk Park in regards to a proposed UNESCO Geopark opportunity; and

That Council refers the proposal to the City Manager for an Administrative Report.

- c) Lorie Galway, Member – Rotary Club

Re: Splash Pad proposal

Draft Motion

Be it resolved that City Council acknowledges the presentation from the Rotary Club of Temiskaming Shores and Area in regards to a proposed Splash Pad park; and

That Council refers the proposal to the Director of Recreation for an Administrative Report.

10. Communications

- a) Bill Dobson, Warden – Lanark County

Re: Request for Support – Opioid Strategy

Reference: Referred to the Timiskaming Health Unit

- b) Laura Albanese, Minister of Citizenship and Immigration

Re: Request for Nominations – Lincoln M. Alexander Award

Reference: Referred to Senior Staff

- c) Felicity Buckell, Treasurer – Pied Piper Kidsshows

Re: Request for Sponsorship – Application to Frog’s Breath Foundation

Reference: Motion to be presented under new Business

- d) Bonnie Sander, Clerk – Township of ESSA

Re: Request for Support – “New Driver” Safety Initiative

Reference: Referred to the Road Safety Coalition

- e) Eleanor McMahon, Minister of Tourism, Culture and Sport and Steven Del Duca, Minister of Transportation

Re: 2017 Budget includes \$50 million investment for commuter cycling infrastructure in 2017-18

Reference: Referred to the Director of Recreation

- f) Jack Antilla & Bill Brookfield, Co-Chairs – New Liskeard Lions Club

Re: Wabi River Kayak Challenge – August 18th and 19th, 2017

Reference: Referred to Senior Staff and Corporate Services Committee

- g) Tammie Caldwell, Director of Recreation – City of Temiskaming Shores
Re: Proclamation – June 2017 as Bike Month
Reference: Motion to be presented under New Business
- h) Kim Adams, Lieutenant – 2344 Royal Canadian Army Cadet Corps
Re: Invitation to Mayor and Council – 66th Annual Review on Saturday, June 3, 2017 at Don Shepherdson Memorial Arena
Reference: Received for Information
- i) Rob Keen, CEO – Forests Ontario
Re: Launch of 2 Initiatives – **The Heritage Tree Program** and **Ontario's Green Leaf Challenge**
Reference: Referred to Senior Staff
- j) Cheryl Gallant, M.P. – Renfrew-Nipissing-Pembroke
Re: 2017 Federal Budget - Removal of tax-exempt portion of remuneration for local officials
Reference: Received for information
- k) Rob Sinclair, Manager Licencing Services – Ministry of Transportation
Re: Availability of Highway Collision Data through Authorized Requester Information Services (ARIS)
Reference: Motion to be presented under New Business
- l) Claire Hendrikx, Executive Director – The Temiskaming Foundation
Re: 2016 Annual Report
Reference: Available for viewing in Clerk's Office

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. l) 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 Temiskaming Municipal Association meeting held on January 26, 2017; and
- b) March 2017 Earleton-Timiskaming Regional Airport Activity report.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Recreation Services Committee meeting held on February 13, 2017;
- b) Minutes of the Recreation Services Committee meeting held on March 13, 2017; and
- c) Minutes of the Corporate Services Committee meeting held on April 6, 2017.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Proclamation – June as Bike Month

Draft Motion

Whereas cycling is an active, healthy and environmentally friendly mode of transportation as well as a terrific way for both individuals and families to enjoy time outdoors; and

Whereas creating Bicycle Friendly Communities has shown to improve citizen's health, well-being, quality of life and boost community spirit; and

Whereas the City of Temiskaming Shores has demonstrated its support through various initiatives such as a Bicycle Friendly Community Committee, Share the Road Campaign, BIA assistance with bike racks, Healthy Kids Community Challenge and partnering with the South Temiskaming Active Travel System; and

Whereas the City of Temiskaming Shores was awarded a Bronze Level Bicycle Friendly Community Award from the Share the Road Cycling Coalition in 2017;

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims the month of June 2017 as “**Bike Month in the City of Temiskaming Shores**”.

b) Authorized Requester Information Services (ARIS) – Ministry of Transportation – Collision Data

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges that the Ministry of Transportation Ontario is making motor vehicle collision reports and collision information available to address the needs of municipalities for cost recovery purposes on-line through the Authorized Requester Information Services (ARIS); and

That Council hereby approves and directs staff to register as an authorized requester at the one-time fee of \$250.

c) Administrative Report No. PPP-004-2017 – Appointment of Volunteer Firefighter – Matthew Bruni

Draft Motion

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

That Council hereby appoints Matthew Bruni as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

d) Memo No. 011-2017-PW – Service Agreement – Automotive Materials Stewardship

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 Council directs staff to prepare the necessary by-law to enter into an Agreement with Municipal Automotive Materials Stewardship Inc. (AMS) for Automotive Materials (oils, oil filters and antifreeze) collected as part of the Municipal Hazardous or Special Waste – Orange Drop Collection Events for consideration at the May 16, 2017 Regular Council meeting.

e) Administrative Report No. PW-010-2017 – Tender Award – STATO Trail Extension (Highway 65 East / Grant Drive)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-010-2017, particularly Appendix 01 being the Request for Tender and Appendix 02 being the Results of the Tender Opening for the STATO Trail Extension;

That Council deems it necessary and advisable to exercise its rights outlined in Section 11 (*Selection Criteria*) and Section 8 (*Acceptance or Rejection of Bids*) of RS-RFT-001-2017 and directs staff to review and discuss the quotations submitted by the Contractors to verify sub-contractors, suppliers and tender amounts with the two lowest bid submissions; and

That Council directs staff to provide a supplementary report and the necessary by-law and agreement for consideration at the May 30, 2017 Special Council Meeting.

f) Administrative Report No. PW-011-2017 – Centre and Edge Line Roadway Marking Services

Draft Motion

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

That Council approves the award of the 2017 Centre and Edge Line Painting Services contract to *Midwestern Line Striping Inc.* at a cost of \$0.245 per metre of line marking and \$150 per hour for pre-marking (if required) plus HST;

That Council approves the extension of the Agreement to include Centre and Edge Line Painting Services, at the same unit prices, for the 2018 season; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 16, 2017 Regular Council meeting.

g) Memo No. 017-2017-CS – Charitable Sponsorship – Pied Piper Kidsshows

Draft Motion

Whereas the Pied Piper Kidsshows (PPK) has applied for funding to the Frog's Breath Foundation in the amount of \$8,500 to assist with presenting their 2016-2017 season; and

Whereas PPK 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 Pied Piper Kidsshows funding application to the Frog's Breath Foundation.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-070 Being a by-law to enter into an Agreement with Municipal Automotive Materials Stewardship Inc. (AMS) for Automotive Materials (oils, oil filters and antifreeze) collected as part of the Municipal Hazardous or Special Waste – Orange Drop Collection Event

By-law No. 2017-071 Being a by-law to establish Tax Ratios for 2017

By-law No. 2017-072 Being a by-law to provide for the adoption of 2017 Tax Rates for municipal and school purposes and to further provide penalty and interest for payment in default

By-law No. 2017-073 Being a by-law to adopt optional tools for the purpose of administering limits for the Commercial and Industrial property classes

By-law No. 2017-074 Being a by-law to establish decrease limits for certain property classes

By-law No. 2017-075 Being a by-law to enter into an agreement with Midwestern Line Striping Inc. for the completion of the 2017 and 2018 Roadway Centre and Edge Line painting services within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-070;

By-law No. 2017-071;

By-law No. 2017-072;

By-law No. 2017-073;

By-law No. 2017-074;

By-law No. 2017-075; and

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) Special – Tuesday, May 30, 2017 at 6:00 p.m.
- b) Regular – Tuesday, June 6, 2017 at 6:00 p.m.
- c) Regular – Tuesday, June 20, 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. 2017-076 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 16, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-076 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, May 2, 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 6:01 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
James Franks, Economic Development Officer

Regrets: Councillor Jeff Laferriere

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

Members of the Public Present: 47 +/-

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2017-179

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2017-180

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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

- a) Regular Meeting of Council – April 18, 2017

Carried

7. Presentations / Delegations

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

Re: OCWA OneWater Education Program

Healthy Kids Program Coordinator, Tammy Flood outlined that theme No. 2 of the Healthy Kids Community Challenge was “Water does Wonders” which encouraged kids and families to drink more water. One partner during the campaign was the Ontario Clean Water Agency (OCWA) who provide water and wastewater treatment services for our community and Healthy Kids partnered with OCWA and embarked upon an educationally based workshop at various schools entitled “OneWater” program. Tammy outlined that 3 schools participated, Ecole Ste. Croix, English Catholic Central School (ECCS) and Timiskaming District Secondary School and Elementary (TDSSE) and that Ecole St. Croix representatives are in attendance tonight.

OCWA Operator, Bryce Logan outlined that they attended the schools to educate the students on the process for providing potable water. It was noted that the subject really seemed to peak the interest of the students and they really got involved in some of the experiments (i.e. flocculation, sedimentation, etc.) and when quizzes were sent home to be completed with their parents all quizzes were returned as well as additional questions. OCWA was grateful for being able to participate and on behalf of OCWA would like to present some plaques to the participating schools as well as the City of Temiskaming Shores.

Mayor Kidd thanked Tammy and Bryce for their presentation and the plaques were distributed.

8. Question and Answer Period

None

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.

Mayor Kidd outlined that the public meeting scheduled tonight is to consider Provisional By-law No. 2017-025 being a policy to regulate certain businesses in the City of Temiskaming Shores. By-law No. 2004-022 being a by-law to establish procedures for Public Notice requires that a public meeting be held before Council considers adoption of a by-law related to Business Licensing.

The public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed Policy and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting and requested that the Clerk provide the background to the proposed Policy.

Municipal Clerk, David Treen utilizing powerpoint made a presentation in regards to the Business Licencing Policy. Current licensing is governed by By-law No. 2011-114 and that at the July 2, 2013 Council meeting Administrative Report CGP-019-2013 was considered. It was noted that the report identified concerns with Transient Traders and Door-to-Door Salespersons, lack of criminal background

checks, low licensing fees as well as no ability to issue tickets for non-compliance. As a result Resolution 2013-301 directed a comprehensive review of the policy and suspended the issuance of Hawker / Peddler Licences pending the outcome of the review.

Mr. Treen indicated that a replacement policy has been drafted and was reviewed and considered by Senior Staff (Feb 10/16) and Corporate Services Committee (Mar 2016). The document was modified based on feedback, considered again by the Corporate Services Committee in February 2017 and considered by Council on February 21st, 2017 along with Administrative Report CS-014-2017 at which time the by-law was given provisional approval (1st & 2nd reading).

Mr. Treen highlighted and read Articles 2.1 “Purpose for Business Licensing Policy”, 2.7 “Charitable Organizations” and 2.30 “Exemption of Licence for Special Events”.

Mayor Kidd opened up the meeting to public comment and asked those that wished to make comment approach the podium and provide their contact information as listed on the sheet at the podium prior to making comments.

Note: *Several individuals spoke at the meeting; however a very limited few completed the sign in sheet, thus the following attempts to capture the nature of the general comments/concerns.*

Concerns were raised with respect to the impact to the local businesses that already pay taxes. It was outlined that the intent of the policy is to apply a fee to those types of entities that are not established within Temiskaming Shores and attend for a short period of time for the purpose of selling their products, which may or may not be direct competition with a local business, making money and leaving town again. The licence process would attain contact information for the business as well as apply a fee in lieu of taxes.

Based on the Hawker and Peddler Licence and as a business owner who’s responsibility is it to ensure the vendor has a licence, who will police and if there are set fines are they applied to business owner or the vendor who rented the space. In addition, how does this type of licence apply to the Golf Clubs or Curling Clubs as they are considered not for profit. Would they require the Class C licence.

It was noted that it is the responsibility of the vendor to apply for their own licence and it is anticipated that the business renting the space to the vendor would assist the City on informing the vendor of the requirement to obtain a licence from the City prior to the sales date. Any enforcement issues would be undertaken with the vendor not the business renting the space. In regards to the Golf or Curling Clubs, if the club is renting to a third party vendor than the vendor is required to obtain a licence; if the club itself was holding their own type of event for their own benefit there would be no requirement for a licence.

Concerns were raised that Bed & Breakfasts are not included in the licensing policy and it is hoped that Council will look at addressing that as well.

Concerns were also raised in regards to Council applying a licence to local residents with respect to what would be described as hobbies (build and sell a picnic table, quilting, yard sale, etc.) under the Home Based Business category. It was noted that the intent of the Home Based Business Licence is not to licence Hobby type activities.

Note: Several questions were asked in regards to Home Based Business and where the line was drawn as to when activity was or was not considered a Home Based Business. It was concluded that clarity is required in this regard within the policy.

There was an inquiry with respect to whether was a clause to exempt an existing business from the requirement for obtaining a licence based on a specific date (i.e. Grandfather clause). It was noted that there is no such clause in the document.

Looking for clarification in regards to individuals that operate a secondary business from their home that is internet based, but do not invite people to their residence. It was clarified that a Home Based Business is where you dedicate a space in your home for business purposes and if so, you need to contact the Clerk's Office for the purpose registering that business.

Concerns were raised with the inspection protocols outlined in the policy. It was stated those sections will be reviewed to ensure that they are clear and in alignment with the Municipal Act.

There was an inquiry as to whether someone's taxes would increase based on a Home Based business. It was noted that there could be an additional fee related to water and sanitary if the business utilizes these amenities (hairdresser, etc.) and all licences issued for a Home Based Business are forwarded to the Municipal Property Assessment Corporation (MPAC) including the required sketch submitted with the application illustrating the amount of space being utilized for the business. MPAC will look at the size of the portion of the dwelling/accessory building being used for the business to determine if a commercial assessment is warranted.

With no further comments, Mayor Kidd thanked everyone for the comments and input and declared the public meeting closed and advised that due consideration will be given to all comments received tonight.

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

Resolution No. 2017-181

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-182

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

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.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor McArthur reported on the following:

- Recreation Initiatives: Annual meetings for Bucke Park, Marina users and Arena users were held last week. The STATO trail will open on the long weekend and asked that people refrain from using. The 48th annual Walk-a-thon is this weekend.

Councillor Jelly reported on the following:

- OAPSB Meeting: Attended Police Services Board meeting held in Toronto last week. The three Vice-Presidents had a round table discussion at Queen's Park with various Ministers. A report was prepared with a number recommendations to change the Police Service Act. A general meeting was also held and had an opportunity to speak with Minister Lalonde in regards policing issues in Northern Ontario (i.e. geography).

Mayor Kidd reported on the following:

- Ottawa River Designation: Indicated himself and City Manager, Chris Oslund will be travelling to Pettawa next week to determine how that designation will be celebrated.

- FONOM Conference: The FONOM conference will be held at the end of next week as well.

14. Notice of Motions

None

15. New Business

a) Proclamation – Emergency Preparedness Week

Resolution No. 2017-183

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2017-184

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2017-185

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2017-186

Moved by: Councillor Hewitt
Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2017-187

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. 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.

Carried

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

Resolution No. 2017-188

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2017-189

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-012-2017; and

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

Carried

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

Resolution No. 2017-190

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

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

Resolution No. 2017-191

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

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

Carried

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

Resolution No. 2017-192

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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.

Carried

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

Resolution No. 2017-193

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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.

Carried

m) January-April 2017 Capital Financial Report

City Manager, Chris Oslund reviewed the report with Council prior to consideration of Resolution No. 2017-194

Resolution No. 2017-194

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2017-195

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2017-196

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

16. **By-laws**

Resolution No. 2017-197

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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 for the 2018 Municipal Election

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-198

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

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

Ray Lafleur – Georgina Avenue

Mr. Lafleur recommended that that portion of the STATO Trail from the Haileybury Branch Library to Hughes Lookout receive some repairs as there a lot of potholes and is pretty rough. In addition that portion of the STATO trail from Morissette Drive to Carter Boulevard be addressed as there are many cracks.

Director of Public Works, Doug Walsh outlined that both of those section referred to by Mr. Lafleur are on their work program for 2017.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2017-199

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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.

Carried

Resolution No. 2017-200

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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.

Carried

21. Adjournment

Resolution No. 2017-201

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:09 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

**GLOBAL GEOPARKS IN
CANADA
ROCKWALK PARK
ANNUAL MEETING**

May 2017

WHY BOTHER with TOURISM?

Temiskaming has the weakest tourism economy in Northern Ontario

Temiskaming has the greatest tourism potential in Northern Ontario

Tourism is a great generator of jobs and economic benefits

The UNESCO Brand

Globally, UNESCO is the largest provider of “Sustainable” Tourism Experiences.

1,052 World HERITAGE Sites

669 BIOSPHERE Reserves

120 Global GEOPARKS (2 in Canada)

Effectively, UNESCO is a FRANCHISE

TIME LIMITS

May, 2016: Temiskaming Rift Valley was granted “ASPIRING” Geopark Status

The project has 6 years to develop full UNESCO Global Geopark Status (2022)

Spring/Summer 2017: Develop a Board of “FOUNDING MEMBERS”

Develop a 50 page Promotional Document

PROMOTIONAL DOCUMENT

CONTAINS:

High Quality photos, Geosite descriptions, geological maps (at 1:50,000), accredited research reports, government documents, identified geo-hazards (earthquakes, radon gas), educational opportunities, culture, Geotourism and Agritourism opportunities.

PLANS for future sustainable development

SCHEDULING

October, 2017: Submit “LETTER Of INTENT” with Promotional Documents

July 2018: Site visit by Canadian National committee (2 Members – we pay costs)

Sept. 2018: Temiskaming Representatives (3+) visit International Conference in Italy

Oct. 2018: International Application sent

More SCHEDULING

July 2019: INTERNATIONAL Committee
Reps. Visit Temiskaming (we pay costs)

Sept. 2020: Temiskaming Reps (3+) Attend
INTERNATIONAL Conference (ASIA???)

Note: If not accepted, upgrade proposal for
2022 and attend conference. (Europe?)

If accepted GEOPARK re-evaluated in 4 Yr

MONEY MATTERS

Temiskaming (Ontario & Quebec) have over 100 potential attractions NOW.

About 25 are in operation NOW.

We need to build NOTHING more for now.

We need to develop a business plan to offer SERVICES to tourist operators and build a positive cash flow for the FUTURE

MANAGEMENT

BOARD of “Founding Members” must represent the community as a whole.

In Canada, this is best done by ELECTED local COUNCILS offering staff such as “Business Development Advisors”

Alternatively, Founders could HIRE a CEO to develop the Geopark business plan as a federally incorp. charitable not-for-profit

GEOPARKS other MEMBERS

HONOURY: Corporate Sponsors, Community Agencies, etc.

DIRECT OPERATORS: Owners of “Earth Science” Geosites such as Fossilarium, Cobalt Mining Museum, Toburn Operating Authority

INDIRECT OPERATORS: Owners of Cultural and “Life Science” sites: Hilliardton Marsh, Trail Guides, Local Cuisine Restaurants

GEOSITE OWNERS: Government agencies (Parks Canada, Quebec National Parks, Ontario Provincial Parks, Municipalities)

TECHNICAL EXPERTS: Hired or Volunteer Specialists

COMMUNITY INDIVIDUALS: Directors elected by the Founding Members to assist in the management of the Geopark.

CONSTITUTION & BYLAWS

Available from current Canadian Global Geoparks as a prototype.



Dymond
Haileybury
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario



TEMISKAMING SHORES

COPYRIGHT 2014 WATERPLAY SOLUTIONS CORP.

May 16, 2017



Splashpad Overall Benefit

A space where parents and grandparents can bring kids. It's very much a social, community-building space.



Benefits of Water Play for Children

Balance and Strength

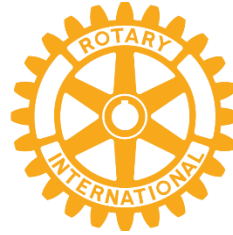
Communication and Social Skills

Exploration and Learning

Natural evolution of the backyard sprinkler
cool-down concept

FUN!

Rotary



Benefits to the Rotary Club

Flagship Community Project

Family and Youth Oriented

Long lasting

No Maintenance

Benefits to Temiskaming Shores

New Liskeard Waterfront Attraction

Non-structured Play for Children

Family Activity

Compliments Playgrounds, Whittle

Park, Boardwalk, STATO Trail,

Mini-Putt

No Lifeguarding Requirements

Can you picture it? 😊



TEMISKAMING SHORES

COPYRIGHT 2014 WATERPLAY SOLUTIONS CORP.



Temiskaming Shores

One end designed for babies and toddlers

Center is for intermediate

Other end is high action with dumping buckets and water cannons

View from Toddler Zone



Things to consider:

Target Audience

Different Features

Sequencing (user-activated with different features on and off at the same time)

Water System – flow through from potable source or recirculating system

Surfacing (brushed concrete)

Cost - \$200,000 (Park & Water System)





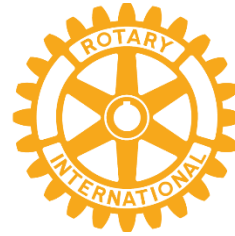
Rotary Club of Temiskaming Shores & Area

Rotary Club of Temiskaming Shores & Area
“The Rotary Club” is:

- committed to providing services for the community
- committed to assisting youth and youth services in the community
- looking for a long-term project to assist the community
- planning an annual event to fund the project

So...

Rotary



THE TIMING IS RIGHT FOR THE ROTARY CLUB AND THE CITY TO PARTNER FOR THE BENEFIT OF THE AREA AND THE AREA'S YOUTH WITH A HIGH END SPLASHPAD.....



Financial Commitment...

- The Rotary Club is planning an Oktoberfest starting this year and to go forward on an annual basis.
- Fundraising is expected to a minimum of \$10,000 a year.
- The Rotary Club is prepared to fund half the costs to construct the splashpad up to \$100,000 provided that the City finances this amount to be repaid over a 10 year period on a without interest basis.
- It is expected that the City will apply for an opportunity for matching funds from the Trillium Foundation for the remaining cost of the project.
- The City would be responsible for the maintenance of the project going forward.



Homestretch...

Bids are requested

Project construction starts

**Grand Opening Summer
2018**



Questions?





April 27th, 2017

The Honourable Kathleen Wynne, M.P.P., Premier of Ontario
Legislative Building
Queen's Park
Toronto, Ontario M7A 1A1

Dear Ms. Wynne:

Re: Request for Provincial Support: Opioid Strategy

At the regular session of Lanark County Council held on April 26th, 2017, the Council of the Corporation of the County of Lanark adopted the following resolution seeking provincial support in relation to the opioid crisis:

MOTION #CC-2017-67

WHEREAS, communities across the province and country are responding to the escalating risk of opioid overdoses and deaths;

AND WHEREAS, Ontario alone has witnessed 13 years of increasing deaths due to opioid overdoses, to the point that deaths related to such overdoses are now double those from motor vehicle collisions (*excerpt from Prescription for Life www.drugstrategy.com*);

AND WHEREAS, according to the Regional Supervising Coroner East Region, Leeds, Grenville and Lanark (LGL), our region is not immune to the opioid problem, as there were 24 opioid related deaths between 2010 and 2014, as well as 7 suspected opioid-related deaths in the region in the past 12 months, and individuals participating in the Public Health Unit Harm Reduction Program have reported 23 non-fatal opioid related overdoses in the past 6 months;

AND WHEREAS, opioids, such as morphine and fentanyl patches, are prescribed by physicians to treat pain;



/2

AND WHEREAS, fentanyl patches and other opioid pills are being diverted from their initial purpose, and are being sold illicitly to be smoked, chewed, ingested or injected for a high, which over time, requires more and more opioid to get the same high, which leads to overdose and potentially death;

AND WHEREAS, a particular concern with fentanyl patches, including illicit fentanyl and its related analogues, is that these drugs are available and easily imported illegally from other countries, and the amount of fentanyl varies on each portion of the patch leading to a higher risk of overdose;

AND WHEREAS, illicit fentanyl has been confirmed in many other street drugs such as heroin, fake oxycontin pills, cocaine, and crystal meth;

AND WHEREAS, police in our area have reported seizing diverted fentanyl (an opioid) patches, illicit fentanyl, and drugs laced with fentanyl;

AND WHEREAS, the Leeds, Grenville and Lanark District Health Unit is working with the community to develop a community response plan to the opioid situation in collaboration with many stakeholders including police, fire, EMS, community organizations, municipalities, health service providers, and the education sector;

AND WHEREAS, the Health Unit has the lead in expanding surveillance of the problem, ensuring individuals who are using opioids and their family/friends have access to naloxone which can reverse respiratory failure from an overdose, and providing information and education to the public, in addition to working with municipalities and the community on the social determinants of health such as poverty, unemployment, lack of social supports, and inadequate housing, that can have a negative impact on the health of individuals and communities, as well as address the underlying root causes of substance misuse;

AND WHEREAS, in October of 2016, the Honourable Minister of Health and Long-Term Care, Dr. Eric Hoskins announced the Ontario Provincial Opioid Strategy to tackle the public health crisis related to problematic use of opioids by looking at multiple sectors including physician prescribing, overdose monitoring, opioid prescription monitoring, and enhancing harm reduction and addiction services.



/3

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the County of Lanark respectfully requests the provincial government to enhance our local response to the opioid problem in our community, by enacting the following:

- Ensure all first responders, including police and fire, have access to provincially funded naloxone that can reverse an opioid overdose, and training in its use, due to the fact that in our rural region volunteer firefighters are often the first ones on the scene of an opioid overdose, and it is critical that the individual(s) who has overdosed receive naloxone as soon as possible to prevent death; and
- Ensure all places that support vulnerable people in the community, have access to publicly funded naloxone, and training in its use; and
- Provide a provincially funded public opioid education campaign, including social media to complement the efforts of individual communities; and
- Provide additional provincial funding for addiction and mental health services that would assist in treating people with mental illness to reduce and/or eliminate self-medication with opioids, and would provide addiction services to help people overcome their opioid addiction.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Dr. Eric Hoskins, Ministry of Health and Long-Term Care, Lanark-Frontenac-Lennox and Addington MP Scott Reid and MPP Randy Hillier, Carleton-Mississippi Mills MPP Jack MacLaren, FCM (Federation of Canadian Municipalities), AMO (Association of Municipalities of Ontario) and all municipalities in the Province of Ontario.

Honourable Premier, this is a crisis situation and we need strong leadership from the provincial and federal governments to coordinate with communities and urgently invest in the solutions to stop the epidemic, including addictions treatment, supportive housing, prevention and drug policy reform. We desperately need a nationwide emergency response as opioid addiction devastates families and communities and overdose deaths reach an even more horrific toll. We very much look forward to a favourable response.

Page 3 of 4



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If you require any further information, please do not hesitate to contact Leslie Drynan, County Clerk/Deputy CAO at 613-267-4200 ext. 1502 or via email at ldrynan@lanarkcounty.ca or Dr. Paula Stewart MD, FRCPC Medical Officer of Health and Chief Executive Officer for Leeds, Grenville and Lanark District Health Unit (LGLDHU) at 613-345-5685.

Sincere regards,

A handwritten signature in black ink that reads "Bill Dobson".

Bill Dobson
Warden

BD/ld

cc:

Honourable Minister Dr. Eric Hoskins, Ministry of Health and Long-Term Care
Lanark-Frontenac-Lennox and Addington MP Scott Reid and MPP Randy Hillier
Carleton-Mississippi Mills MPP Jack MacLaren
FCM (Federation of Canadian Municipalities)
AMO (Association of Municipalities of Ontario)
EOWC (Eastern Ontario Wardens Caucus)
All municipalities in the Province of Ontario
Dr. Paula Stewart, Medical Officer of Health for LGLDHU

**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 invite you to submit a nomination for the **Lincoln M. Alexander Award**.

Established in 1993, the Lincoln M. Alexander Award recognizes up to three young Ontarians who have demonstrated exemplary leadership in contributing to the elimination of racial discrimination in Ontario. Recipients will be celebrated at a special ceremony, and receive a cash prize of \$5,000 and a framed certificate.

To submit a nomination for this award:

1. Visit ontario.ca/honoursandawards.
2. Select the category based on award type.
3. Click on **Lincoln M. Alexander Award**.
4. Download the PDF form.
5. Read the eligibility criteria and instructions carefully.
6. Fill out the form and submit it **no later than May 31, 2017**. Instructions for submitting your nomination package can be found on the website.

If you have 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 acknowledge a young person from your school or community who has made an important contribution to eliminating racial discrimination in Ontario.

Thank you for your attention to this important recognition program.

Sincerely,

A handwritten signature in black ink that reads "Laura Albanese". The signature is written in a cursive style.

Laura Albanese
Minister

Ministry of Citizenship
and Immigration

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

Ministère des Affaires civiques et
de l'Immigration

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



Avril 2017

Madame, Monsieur,

J'ai le plaisir de vous inviter à présenter une candidature au **Prix Lincoln M. Alexander**.

Établi en 1993, ce programme rend hommage à trois jeunes Ontariennes ou Ontariens qui ont fait preuve de leadership exemplaire dans leurs efforts visant l'éradication de la discrimination raciale en Ontario. Les récipiendaires seront célébrés lors d'une cérémonie spéciale et recevront un prix de 5 000 \$ ainsi qu'un certificat encadré.

Pour présenter une candidature pour ce prix :

1. Visitez la page ontario.ca/distinctionsetprix.
2. Sélectionnez la catégorie selon le type de prix.
3. Cliquez sur **Prix Lincoln M. Alexander**.
4. Téléchargez le formulaire PDF.
5. Lisez attentivement les critères d'admissibilité et les instructions.
6. Remplissez le formulaire et **présentez-le au plus tard le 31 mai 2017**.
Les instructions pour la présentation de la candidature se trouvent sur le site Web.

Si vous avez des questions, veuillez appeler au 416 314 7526, sans frais au 1 877 832 8622 ou ATS 416 327 2391, ou écrire à l'adresse ontariohonoursandawards@ontario.ca.

J'espère que vous profiterez de cette occasion pour reconnaître une ou un jeune de votre école ou de votre collectivité qui a fait une contribution importante à l'éradication de la discrimination raciale en Ontario.

Merci de l'attention que vous portez à cet important programme de reconnaissance.

Veuillez agréer, Madame, Monsieur, l'expression de mes sentiments les meilleurs.

La ministre,

A handwritten signature in cursive script, reading 'Laura Albanese'.

Laura Albanese



P.O. Box 987
Haileybury, Ontario
POJ IKO
Contact: Felicity Buckell at 672-2008
felicitybuckell@hotmail.com

Mayor and Council
City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario
POJ IKO

Wednesday May 3, 2017

Dear Mayor and Council,

Pied Piper Kidshows (PPKS) is applying to the Frog's Breath Foundation for funding in the amount of \$8500 to assist with presenting our 2016-2017 season.

Although we are incorporated as a not-for-profit organisation, PPKS is not a registered charitable organization. As such, the Frog's Breath Foundation requests that we obtain a 'sponsorship' from an organisation or Municipality in order to receive any funds.

Therefore, on behalf of PPKS, it is respectfully requested that the City of Temiskaming Shores act as sponsor in regards to our application to the Frog's Breath Foundation.

Sincerely,

Felicity Buckell
Treasurer, PPKS

Corporation of the Township of Essa
5786 County Road 21
Utopia, Ontario
L0M 1T0



Where Town and Country Meet

Telephone: (705) 424-9770
Fax: (705) 424-2367
Web Site: www.essatownship.on.ca

May 5, 2017

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister Trudeau:

Please be advised that Council, at their meeting held on April 19, 2017, passed the following resolution:

Resolution No: CR084-2017 Moved by: Macdonald Seconded by: Smith

Whereas Alisa Vegter made a presentation to Council outlining her proposed sign for "New Driver" Safety Initiative for G1 and G2 drivers; and

Whereas Council for the Township of Essa hereby supports the endeavours of Alisa Vegter in pursuing the recognition of the "New Driver" Sign;

Now therefore be it resolved that this motion be forwarded to the Prime Minister of Canada, the Premier of Ontario and Ontario municipalities for their support.

Carried

The attached illustrates the sign which would be displayed on the vehicles being driven by new drivers.

Yours truly,

A handwritten signature in black ink, appearing to read 'Bonnie Sander', is written over a horizontal line.

Bonnie Sander

Clerk

Att.

c. Premier of Ontario, Kathleen Wynne
MP Kellie Leach
MPP Jim Wilson
Ontario Municipalities



**NEW
DRIVER**



**NEW
DRIVER**

**Ministry of Tourism,
Culture and Sport**

Minister

9th Floor, Hearst Block
900 Bay Street
Toronto, ON M7A 2E1

**Ministry of
Transportation**

Minister

3rd Floor, Ferguson Block
77 Wellesley St W.
Toronto, ON M7A 1Z8



Monday, May 8, 2017

Dear Valued Cycling Partners:

On April 27th, Ontario tabled the 2017 Budget. This budget returns the government to balance while continuing to make investments that make everyday life easier for people all across Ontario.

We are very proud that our budget includes an investment of \$50 million for commuter cycling infrastructure in 2017–18 to give Ontarians a safe and low-cost commuting alternative between residential communities, workplaces, major transit stations and other destinations and while enhancing their safety and well-being through investments in infrastructure. This will enable people to take bikes and transit for their daily commute instead of personal vehicles, effectively reducing GHG emissions.

Your advocacy contributed to the creation of #CycleON -- Ontario's cycling strategy -- which serves as a blueprint to help us create healthy, active and prosperous communities that have better cycling infrastructure and safer streets and highways.

At the recent Share the Road Cycling Coalition annual Ontario Bike Summit, we reiterated our government's commitment to implement Ontario's Cycling Strategy, #CycleON. Through #CycleON, the province is working to identify a long-term network of cycling routes across Ontario that will:

- Promote recreational cycling and cycling tourism;
- Connect municipal cycling routes and places of interest;
- Identify areas of provincial infrastructure that should accommodate cycling; and,
- Prioritize future cycling infrastructure investments on provincial highways.

The draft network we've identified includes over 8,000km of cycling routes that connect the regions of the province – and the people that live there providing access to major communities and destinations. We invite you to view and submit comments on the draft network at www.ontario.ca/cycling. The comment period has been extended until May 26, 2017.

Over 70 per cent of Ontario's population resides within 5km of these cycling routes. The province-wide network has the potential to enhance tourism and recreation opportunities across the province. And in urban areas, the network is also an opportunity to look at developing routes that will serve both recreational and commuter routes in the years to come.

It was around this time last year that our government announced our commitment to provide \$10 million under the Ontario Municipal Cycling Infrastructure program to 37 cities and towns across the province that are working to build new or improve their existing cycling infrastructure in ways that make sense locally. This includes urban, suburban and rural communities like Brampton, Niagara, Ottawa, Chatham-Kent, Kingston, and Thunder Bay among others.

In 2015, we also announced an additional commitment of \$15 million for routes along provincial highways so that cyclists have a connected and continuous network.

The cycling investment in Budget 2017 builds on the recent cycling initiatives that the government has made. This unprecedented investment promotes cycling and walking as part of a healthy, active lifestyle while making commuter cycling easier and safer.

Last month, we were pleased to introduce Ontario's first Cycling Tourism Plan: Tour by Bike. It's no secret that cycling tourism in Ontario is experiencing rapid growth as more people realize what a fun and healthy form of transportation cycling can be. Ontario is home to an extensive cycling and trails network that stretches across the province, connects our communities and offers unique views of our urban and rural landscapes. Through this plan, we will continue to work to increase and promote cycling as a tourism draw in Ontario communities. Tour by Bike builds on the work we began with the Tourism Action Plan and the Strategic Framework for Tourism in Ontario.

We all have the same goal. We want to continue making Ontario a safe place to cycle, and to stand out as a world-class cycling destination. Our work to date has positioned us well as we move forward with the Tour by Bike and our new commuter cycling infrastructure investment. Of course, your input and collaboration is invaluable to this process. We are excited to keep working with you, and look forward to continuing to grow cycling in Ontario together.

All our best,



Eleanor McMahon
Minister



Steven Del Duca
Minister

RECEIVED
MAY 08 2017



NEW LISKEARD LIONS CLUB
P.O. Box 308, New Liskeard, Ontario, Canada P0J1P0

Mayor and Council
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON
P0J 1K0

Dear Mayor and Council,

Over many decades, the New Liskeard Lions Club has had a strong track record of fundraising for the benefit of the local community.

This year the New Liskeard Lions Club is planning to hold the first annual, "**Wabi River Kayak Challenge**" on **August 18th and 19th, 2017**.

The concept, and the timing, came from an event in Timmins called, "The Great Canadian Kayak Challenge and Festival". Their event is scheduled for August 25-27, 2017, the week after ours. It is our mutual hope that by placing our event the week before, we will attract more visitors from the south to our areas since they will be able to participate in two events. The New Liskeard Lions Club also hopes that we can build this event as Timmins has over the last 8 years. You may find it interesting to visit their website at, "thegreatcanadiankayakchallenge.com"

Competitors will launch at the boat ramp beside the New Liskeard marina and stage for races at the mouth of the Wabi River. All but one race will travel up the river to various points and back. One "elite race" would have competitors paddling south on Lake Temiskaming, around Farr Island, then back to the start line.

In order to plan this event we need the co-operation of the City of Temiskaming Shores and its employees. At this stage of our planning we foresee the following needs:

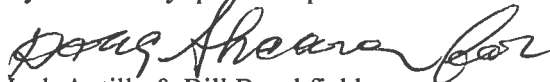
1. Assistance with relocation of 4 sets of bleachers from the east side of the riding ring to city owned land on Sharpe St. facing the Wabi River.
2. Street Closures:
 - a) Sharpe St. from Armstrong St. to Riverside Place. Most of the events and displays would be held/viewed on Sharpe Street. In consideration of the ongoing farmer's market, we would leave enough room for vehicles to access the loading area at Riverside Place from the Whitewood entrance.
 - b) May St. from its intersection with Whitewood to Sharpe St.

- c) The entrance onto Sharpe St. from the alley that runs between May St. and Armstrong St.
 - d) Racers will be accessing the river using the boat ramp at the New Liskeard marina. To support participants and to ease parking congestion, we would like to use the city owned land to the south of the agricultural barns.
 - e) The Lions Club also request the use of the City's mobile stage as we will be having live music and a bar on Friday evening and Saturday.
 - f) The Lions Club is also requesting use of the tennis court for a paint ball game on Saturday. The fencing of the court will be covered with tarps. The paint used is washable. All surfaces will be washed following the event.
3. The Fall Fair Board has granted permission for use of the riding ring for children's activities At this point we feel that we would post a "crossing guard" where the children can cross Whitewood to access the board walk by CJTT.
 4. It would be beneficial to the event to allow us to offer participants free camping areas. For those tent camping we feel that the grassy area from the Pool Fitness Center to the Mini Putt facility would be ample. For any that show up with an RV, we are also asking permission to place them in the parking lot at the corner of Montgomery and Fleming Drive.
 5. We are hoping to have the participation of the Metis as well as the First Nations. Depending on their requirements, we would like permission to use the grassy area between the Riverside Parking Lot and the Marina for this cultural presentation.
 6. We would also ask for further assistance with a grant of \$3,000 to assist us with marketing this event.
 7. As these plans are preliminary, we may require additional space for vendors and displays. We feel that the grassy area by the riding ring and the alley way behind the curling ring would be well suited for this. If this occurs we may need to approach you for additional road closures to insure safe access to this area.

In addition to advertising our own event, the Lion's Club will be cross promoting other local events such as the Temagami Canoe Festival in July, the Foire Gourmand, and the Great Canadian Kayak Festival through rack cards and a website. In addition, in an effort to increase retention of visitors to the area, the Lion's Club will also be advertising local canoe and kayak routes available for exploration.

As the intension of this event is to both promote our local communities, as well as raise funds for distribution by the Club, we will be seeking sponsors and vendors for the event. In recognition of the City's support, the City will be recognized as a "Diamond" sponsor and the city will receive a large City logo display board and a free vendor's site.

If you have any questions please feel free to ask.



Jack Antilla & Bill Brookfield
 New Liskeard Lions Club
 Co-Chairs-Wabi River Kayak Challenge

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



Tel: (705) 672-3363
Fax: (705) 672-3200
www.temiskamingshores.ca

Tuesday May 16, 2017

Mayor Carman Kidd & Council
City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ IKO

RE: CITY OF TEMISKAMING SHORES BIKE MONTH

Dear Mayor Kidd & Council;

The Bicycle Friendly Community Committee has now been meeting for over a year. Reflecting back on a successful bike week in June of 2016 which included a Bike to Work and Bike to School Day, the committee is pleased with the progress made in regard to promoting cycling in the City of Temiskaming Shores.

Many municipalities highlight and promote cycling in their communities through the proclamation of a bike day, week, or month. In 2015, the Ontario Bike Month Act was established and the month of June was officially declared Ontario Bike Month.

Formed in early 2016, the Bicycle Friendly Community Committee includes representation from the municipality, community, public health and OPP. The committee has developed a work plan that includes the 5 E's of promoting cycling: Engineering, Education, Encouragement, Enforcement and Evaluation to help Temiskaming Shores become a Bicycle Friendly Community. Building on the successful growth of the STATO Trail, the committee looks forward to making it easier for more and more people to cycle in Temiskaming Shores.

The Committee is requesting that Council consider proclaiming June 1st to June 30th as Bike Month in Temiskaming Shores for 2017. Within that time period, the Committee

will be working on the promotion of a Bike to Work Week, a Bike to School Week and a calendar of events for the duration of that month.

On behalf of the Bicycle Friendly Community Committee, I thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tammie Caldwell', with a long horizontal flourish extending to the right.

Tammie Caldwell
Director of Recreation



National
Defence

Défense
nationale



2344 Royal Canadian Army Cadet Corps
P.O. Box 2294
New Liskeard, ON P0J 1P0

May 3, 2017

His Worship Mayor Carmen Kidd
City of Temiskaming Shores
Mayor
P.O. Box 2050
Haileybury, ON P0J 1K0

Dear Mayor Kidd & Council:

RE: 2344 Royal Canadian Army Cadet Corps Annual Review

On behalf of the 2344 Royal Canadian Army Cadets Corps, I would like to invite you to our 66th Annual Review to be held on Saturday, June 3, 2017 at 1800hrs (6:00 pm), at the Don Shepherdson Memorial Arena. Seating will begin at 1730hrs (5:30 pm)

Following the formal inspection, awards will be presented to outstanding cadets in the corps. There will be "live" displays covering such corps activities such as bushcraft, physical training, and precision drill. Refreshments will be provided following the celebrations.

Dress for military/uniformed personnel will be 1-A (full dress) with medals. For non-military personnel, appropriate business attire is requested.

We look forward to your response at your earliest convenience. Further information may be obtained by contacting the undersigned.

Yours truly,

Kim Adams
Lieutenant
Commanding Officer
(705) 672-5620 (Day)
(705) 672-5620 (Evening)
kimmera2001@yahoo.ca

Canada 

1013



144 Front Street West, Suite 700
Toronto, ON M5J 2L7
www.forestsontario.ca

March 30, 2017

Christopher Oslund
City Manager/Deputy Clerk
City of Temiskaming Shores
325 Farr Drive
Haileybury, ON PoJ 1K0

Dear Christopher Oslund,

In 2017, Forests Ontario is marking Ontario150 and Canada's sesquicentennial by celebrating the rich legacy of our forests and by establishing future forests.

Our forests are an undeniable symbol of our province. They support healthy ecosystems and address the challenges of climate change. Forests Ontario is proud to announce the launch of two initiatives and we invite your staff and residents to get involved:

- **The Heritage Tree Program** recognizes important trees in our communities associated with significant figures and events from our history. Our goal in 2017 is to collect and share the stories of 150 unique trees and encourage greater appreciation of trees as cultural artifacts. Anyone can nominate trees for recognition as a heritage tree. Visit www.heritagetrees.ca or contact Toni Ellis, Heritage Tree Coordinator, at 1-877-646-1193 ext. 301.
- **Ontario's Green Leaf Challenge (GLC)** – The Ontario government and Forests Ontario invite all Ontarians to plant 3 million trees in 2017. Your residents then add the trees they plant to our online counter, which will map and track trees planted across the province. The website also provides resources to connect residents with local tree planting events and tree planting resources. We encourage your staff to add trees to our counter, submit tree planting events and share information about your local tree planting programs. Visit www.greenleafchallenge.ca or contact Stephanie Prince, Communications Coordinator, at 1-877-646-1193 ext. 225.

In addition, Forests Ontario continues to deliver the **50 Million Tree Program (50MTP)**, supporting landowners and municipalities in establishing healthy new forests on their properties. The program offers significant financial and practical assistance for planting trees on properties with more than 2.5 acres of open land. The Program covers a significant portion of the total planting costs. The 50MTP is an excellent opportunity to not only minimize costs and effort for tree planting, but enhance the value and function of the property and create a living legacy that will benefit entire communities. If you or your residents require more information about the 50MTP, please contact Suzanne Perry, Forestry Outreach Coordinator, at 1-877-646-1193 ext. 239.

Enclosed is a selection of materials detailing these initiatives. Please promote these opportunities to your community. Please encourage your staff and residents to contact us if they require additional copies.

Our forests are essential to a healthy future. Let's take action today by growing future forests and by engaging Ontarians to appreciate the important place of trees in our communities.

Regards,

Rob Keen, RPF
CEO, Forests Ontario
1-877-646-1193 ext. 230
rkeen@forestsontario.ca

MAY 16 | 17



April 12th, 2017

Mayor Carman Kidd
City of Temiskaming Shores
325 Farr Dr, Box 2050
Haileybury, Ontario, P0J 1K0

Dear Mayor Kidd,

As you may be aware, the 2017 Federal Deficit Budget raises personal taxes by targeting all municipal politicians, school board trustees, and elected members of municipal utilities boards, commissions, and corporations.

On Page 208 of the budget, the Trudeau Liberals removed the tax-exempt portion of remuneration paid to local officials.

Introduced in 1947 under the federal *Income Tax Act*, the purpose of the one-third tax-free expense allowance was to provide "an allowance for expenses incidental to the discharge of the person's duties as an elected officer."

Unlike some elected officials in cities who receive office budgets, car and expense allowances as well as six-digit salaries, this is not the case with most municipal politicians I know, with a majority of our councillors receiving a base salary of less than \$20,000.

As it was described to me by a local Mayor about this tax grab:

"Most municipal Council members in rural areas are already very poorly compensated for the work they do in their communities. As Mayor my hourly compensation is well below minimum wage. I make far less than any other municipal staff person working similar hours on behalf of the municipality. It is extremely difficult to attract good candidates into municipal politics now. Removing the 1/3 tax exemption on Council remuneration without compensating for that loss will make it nigh on impossible."

It is the expectation of debt-obsessed Ottawa that remuneration will be "grossed-up" (increasing the salary to offset the increased tax payment) so as not to impact the take-home pay received by a mayor and councillors. This in turn will boost individual tax bills for elected officials as well as costs to ratepayers, who are already struggling with increasing property taxes.

Rather than curbing the abuse of taxpayer money this tax grab claims to stop, by eliminating the tax-free provision, Municipalities will no longer be required to review their remuneration by law at a public meeting once during their four-year term.

Municipalities will now be forced to divert funds which would be spent on roads, bridges or clean water to reimbursing elected officials. This, along with the increased borrowing costs associated with the federal government's infrastructure bank scheme, will place increased pressure to raise property taxes, making home ownership more unaffordable.

This tax grab is an unfair burden on Canadian Municipalities and local ratepayers. The Trudeau Liberals need to be told their spending problem cannot be solved on the backs of home owners struggling to make ends meet.

Sincerely,

Cheryl Gallant, M.P.
Renfrew—Nipissing—Pembroke
CG:sf

Mar 17/17



Licensing Administration
and Support Office
1355 John Counter Blvd
Kingston, ON
K7L 5A3

Date April, 2017

To whom it may concern,

In an effort to address the needs of municipalities across the province, the Ministry of Transportation (MTO) is pleased to announce that motor vehicle collision reports and collision information is now available on-line.

Municipalities will be able to obtain motor vehicle collision reports for cost recovery purposes and collision data for statistical analysis by becoming an Authorized Requester and requesting these products through an on-line channel known as ARIS (Authorized Requester Information Service).

In order to receive such products through ARIS, clients must be registered as an authorized requester and have a signed agreement in place. In general, there is a one-time fee of \$250 to become an authorized requester.

Collision Data:

There will be no additional charge for municipalities to receive their own collision data. You will have the option of requesting this data using either a Collision Date range (all the collision reports the ministry has received at the time of request for collisions that happened in this timeframe will be provided) or a Collision Received Date range (all the collision reports the ministry has received in this timeframe will be provided).

Information required for statistical analysis will be included, such as gender, date of birth, the residential municipality of the driver, the Investigating Officer's diagram, etc. Information for collisions occurring since July 1, 2014, that has been reported to the ministry will be available only, and the information will be provided overnight in XML format.

Please see Appendix A for a listing of the information that will be redacted from the Collision Data.

Cost Recovery Collision Report:

Authorized Requesters will also be able to obtain electronically received collision reports (any collision occurring on or after July 1, 2014) to assist in cost recovery for property damage or emergency services provided at a collision. In order to obtain the specific collision report for cost recovery purposes, it will be necessary to provide Collision Date with one of Collision Report Number, Plate Number, and Driver's Licence Number or, for Ontario vehicles only, Vehicle Identification Number (VIN).

The ministry cannot provide information when there has been no collision, e.g. fire only incidents such as a car fire, and may not receive information at all for collisions when there have been no injuries and total damage is less than \$2000.00

There will be a charge of \$14.00 for each report. These reports will be in PDF format, available on-line and, dependent on the user's choice, provided immediately or in an overnight batch.

Note: It will not be possible to request a report until 20 calendar days after the collision has occurred.

Please see Appendix B for a listing of information that will be redacted from the Cost Recovery Collision Report.

How to become an Authorized Requester

- To learn about the requirements to become an authorized requester or, if applicable, how to have an existing authorized requester agreement amended, please call the ministry's authorized requester line at 416-246-7112 or 1 800-769-2419 and select option 1 for assistance.

Yours sincerely,



Rob Sinclair
Manager, Licensing Administration & Support Office - Kingston
Licensing Services Branch
Road User Safety Division

Appendix A – Collision Data

There will be no charge for a municipality to receive their own jurisdiction's collision data. You will have the option of requesting this data using either a Collision Date range (all the collision reports the ministry has received at the time of request for collisions that happened in this timeframe will be provided) or a Collision Received Date range (all the collision reports the ministry has received in this timeframe will be provided).

The following information will be redacted/not provided:

- All telephone numbers
- All names for both individuals and companies (e.g. if vehicle is owned by company)
- All addresses except:
 - Municipality and province/state from address will be provided for the driver, unless the driver is less than 16 years of age, in which case no address information will be provided
- All driver licence numbers
- All plate numbers
- All VINs if the vehicle is registered in Ontario
- All CVOR numbers
- All insurance information, e.g. insurance company, policy number
- All Driver Breathalyzer/Blood Test Administered information (on the report today only Yes or No is reported, so this information would not be provided)
- Vehicle Taken/Towed To and Vehicle Taken/Towed By information, if the vehicle required towing after the collision
- Injured Taken To and Injured Taken By information, if anyone involved in the collision was transported to hospital
- All Investigating Officer details, e.g. badge number, division/detachment/platoon, police service
- All offence details for any charges laid, e.g. offence, act, section, subsection, ticket number
- All Diagrams except:
 - Investigating Officer's if collision is police reported
 - Drivers if collision is self-reported
- All Statements except:
 - Investigating Officer's if collision is police reported
 - Drivers if collision is self-reported

Appendix B – Cost Recovery Collision Report

Authorized Requesters will also be able to obtain electronically received collision reports (any collision occurring on or after July 1, 2014) to assist in cost recovery for property damage or emergency services provided at a collision. In order to obtain the specific collision report for cost recovery purposes, it will be necessary to provide Collision Date with one of Collision Report Number, Plate Number, and Driver's Licence Number or, for Ontario vehicles only, Vehicle Identification Number (VIN).

The following information will be redacted/not provided:

- All telephone numbers
- All names except for Investigating Officer, Drivers and Vehicle Owners
- All address information except for Drivers and Vehicle Owners
- All Driver information (name and address) if the driver is less than 16 years of age
- All Driver Breathalyzer/Blood Test Administered information (on the report today only Yes or No is reported, so this information would not be provided)
- All Diagrams except:
 - Investigating Officer's if collision is police reported
 - Drivers if collision is self-reported
- All Statements except:
 - Investigating Officer's if collision is police reported
 - Drivers if collision is self-reported

100,



Dear Fund Holder,

We are pleased to enclose a copy of our Annual Report, Report to the Community 2016, which reflects back on last year. We invite you to take some time to read this report and learn how The Temiskaming Foundation serves as a philanthropic catalyst in our community – improving lives and strengthening ties among us. This work would not have been possible without the support of community minded people like you.

By the end of 2016, our assets were \$6.7 million. In 2016, over \$300,000 was distributed to charities and agencies in the community.

The investment climate in 2016 was good and The Temiskaming Foundation had returns of 6.6%. After the standard 3.5% to granting and 1.5% to the administration fee, the Investment Committee and the Board of Directors decided to divide the remaining between the following: additional granting (1.5%) and an allocation to reserves (0.1%). As a result, 5% of the principal balance of your fund is being granted to charitable purposes in 2017.

Thanks to the generosity of donors like you, each year The Temiskaming Foundation continues to make a difference to the quality of life in our community.

If you have any questions about our annual report, events or initiatives, please do not hesitate to contact us at 705-647-1055 or tff@ntl.sympatico.ca

Sincerely,

Claire Hendriks
Executive Director

May 16/17

TEMISKAMING MUNICIPAL ASSOCIATION

REGULAR MEETING

JANUARY 26, 2017

	MEMBER	MEMBER
Armstrong		
Brethour	Julie Wilkinsom	
Casey	Jacques Fortin	Guy Labonté
Chamberlain	Kerry Stewart	
Charlton/Dack		
Cobalt		
Coleman	Lois Coleman	
Englehart	Doug Metson	
Evanturel	Barb Beachy	
Harley		
Harris	Al Licop	Ron Sutton
Hilliard	Carolyn Gilbert	Evelyn Carleton-Moore
Hudson	Larry Craig	
James		
Kerns	Stephen Aitchison	
Kirkland Lake	Pat Kieley	Jean-Guy Chamaillard
Larder Lake		
Latchford	George Lefebvre	
Matachewan		
McGarry		
Temagami		
Tem. Shores	Danny Whalen	
Thornloe	Earl Read	
Speaker	Diane Johnson	
Trans Canada	Jon Pitcher	
NOBMA	Mickey Major	
NEORN	Eric Boutilier	

Meeting opened at 6:30 pm.

Moved by: Earl Read

Seconded by: Jacques Fortin

That the minutes of the Regular Meeting of November 24, 2016 be approved.

Carried

DELEGATION:

Northern Ontario Bear Management Association (Mickey Major):

- Lack of validation certificates available to outfitters.
- After numerous complaints to Ministry of Natural Resources we saw a slight increase in validation certificates.
- NOBMA is willing and would love to work with MNR and to be able to offer more certificates for non resident hunters.
- NOBMA will prepare a resolution to be sent to all municipalities for support. When TMA secretary treasurer receives a copy of that resolution, he will forward it to all municipalities in our district.
- NOBMA would like to see an increase in tags to a sustainable level for bears.

Trans Canada Pipelines (Jon Pitcher):

- Had a hard copy of presentation for everyone.
- Explained that there was no double wall pipes in the system because double wall piping is not favourable to the safety monitoring that is presently in place.
- Why do we export oil and then have to import.
- Some areas of Quebec are not favourable to the project but Trans Canada is working through the resistance and making progress.
- The project will start immediately once all government approvals and licences are issued. Do not see this happening until the year 2019.

North Eastern Ontario Rail Network (NEORN Eric Boutilier):

- Committed to reinstating passenger train services in the north.
- I have attached the 2016 bulletin supplied by Mr. Boutilier which explains better than I can mandate of NEORN.

DISCUSSIONS:

Aggregates Resources Act (Lois Perry)

Lois Perry will put together a package to give to John Vanthof and the Aggregates Act review panel.

By-Law Official:

I have talked to a gentleman possibly willing to act as By-Law Official for those municipalities that are interested: Armstrong; Thornloe; Cobalt; Coleman; Harris. I will talk with those municipalities and work on a plan.

CORRESPONDENCE:

Latchford Resolution Re: Hydro Rates

Moved by: Kerry Stewart

Seconded by: Larry Craig

That the Temiskaming Municipal Association supports the Town of Latchford's resolution (attached) requesting that the Government of Ontario through Minister of Energy, the Honourable Glen Thibeault, exempt all municipalities in the Province of Ontario from the identified five additional charges on their environmental service facilities, community recreation and medical facilities, municipal offices and service buildings, fire department facilities and street lighting; and

Further that a copy of this motion be sent to Premier Wynne, the Honourable Glenn Thibault, MPP John Vanthof and FONOM.

Carried

OTHER BUSINESS:

2017 TMA Representatives:

Who are the current TMA representatives? Changes needed were done.

Paid memberships:

Presented a summary of who had not paid their membership as of January 25, 2017.

Bank Reconciliation:

Presented December 31, 2016 bank reconciliation

Moved by: Kerry Stewart

Seconded by: Pat Kieley

That the December 31, 2016 bank reconciliation be accepted as presented by the Secretary Treasurer.

Carried

Round Table Discussions:

Pat Kieley suggested that DTSSAB uses its \$1,300,000 cash on hand and reserves to reduce the contribution imposed to each municipality. Mr. Kiely would like each municipality to put pressure on their representative.

Moved by: Al Licop

Seconded by: Ron Sutton

That the meeting of January 26, 2017 be adjourned at 8:15 pm.

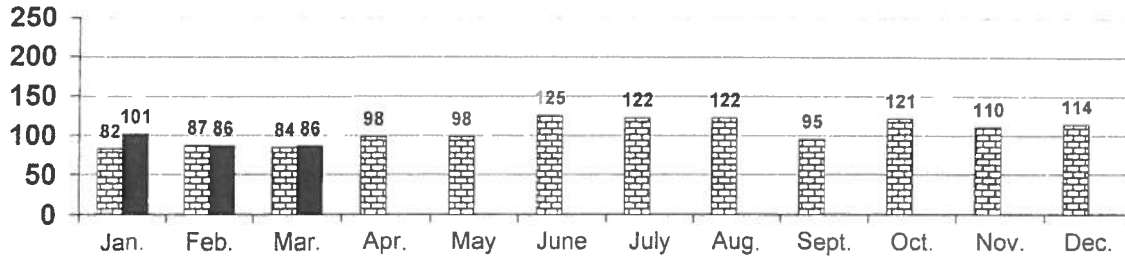
TMA meeting on April 6th, 2017 at 6:30 pm at the Earleton Recreation Centre.

EARLTON-TIMISKAMING REGIONAL AIRPORT MARCH 2017

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$18,426	\$42,173
Operations	\$165,662	\$180,437
	<hr/>	
	\$184,088	\$222,610
 <u>EXPENSES</u>		
Fuel	\$17,313	\$36,805
Operations	\$33,601	\$91,609
Capital Expenses		
	<hr/>	
	\$50,914	\$128,414
 <u>NET PROFIT/LOSS</u>		
Fuel	\$1,113	\$5,368
Operations	\$132,061	\$88,828
Capital Expenses		
	<hr/>	
	\$133,174	\$94,196
 <u>FUEL INVENTORY - JET A1</u>	\$ 2,342	
<u>FUEL INVENTORY - AVGAS</u>	\$ 5,178	
<u>FUEL INVENTORY - DIESEL</u>	\$ 2,886	

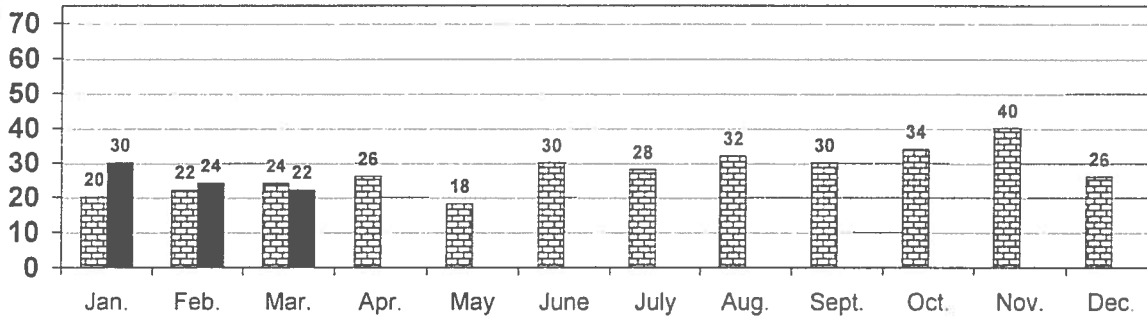
Air Carriers Movements

2016
2017



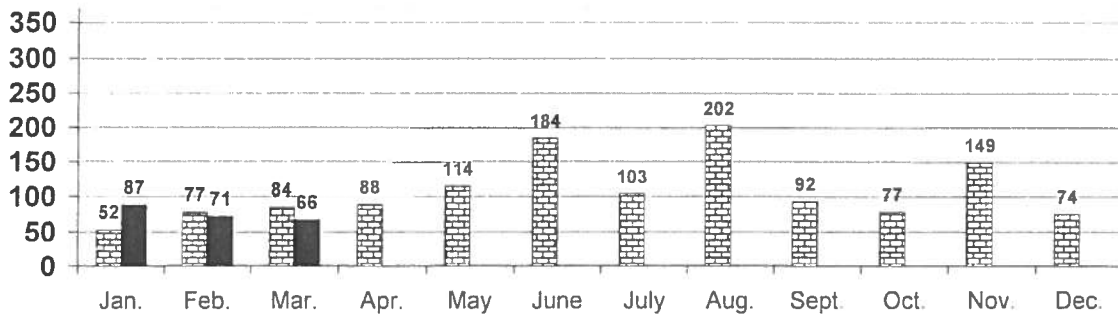
Air Ambulance Movements

2016
2017



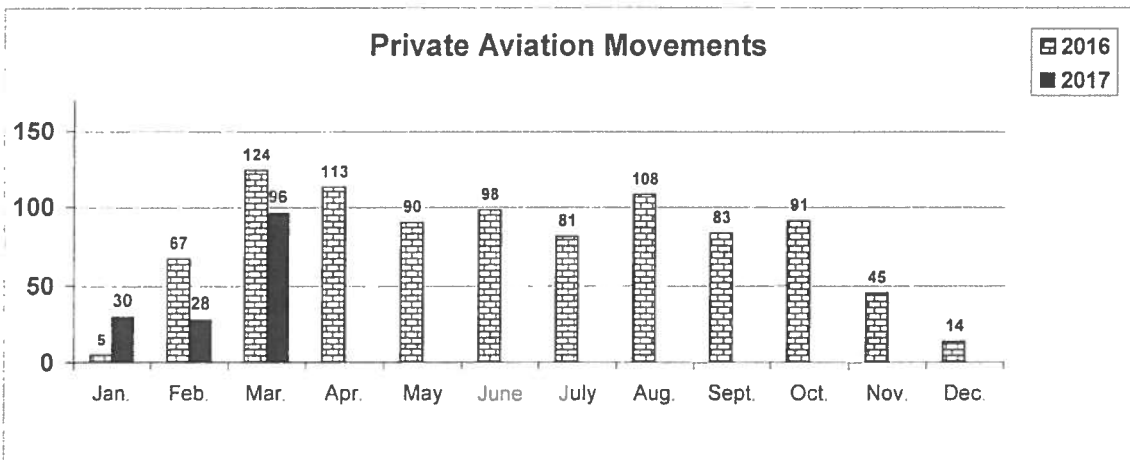
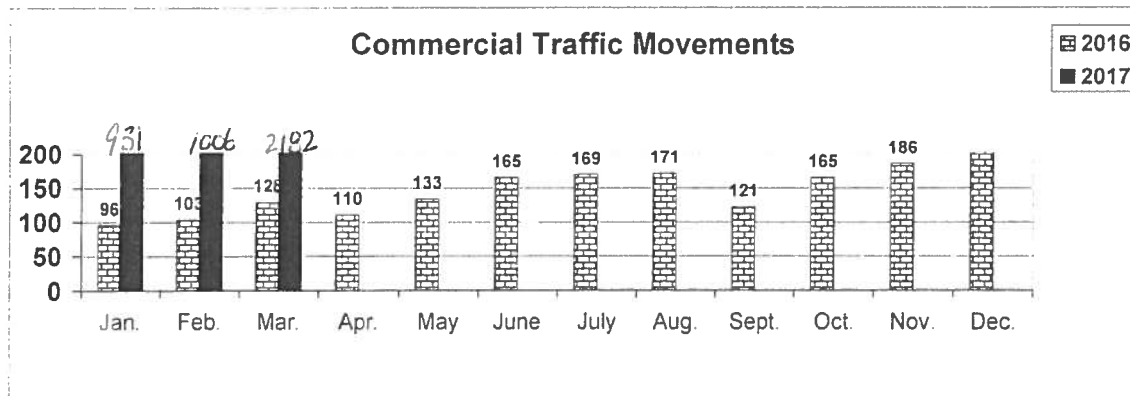
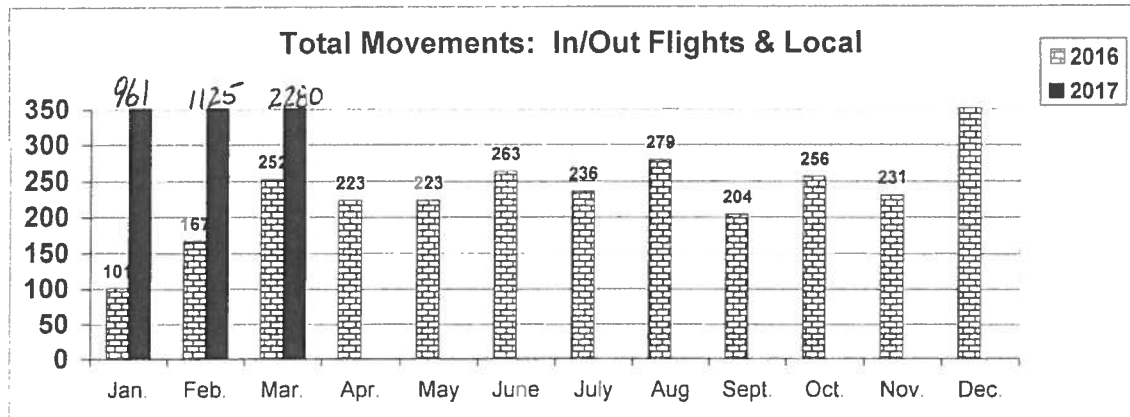
Pgrs. via Air Charter

2016
2017



ANNUAL AIRCRAFT MOVEMENTS

AS OF MARCH 31, 2017



AIRPORT MANAGER'S REPORT MARCH 2017

Fuel Sales:

6933 litres of Avgas were sold in March , best ever. Coupled with Jet A1 sales of 7029 gives a total of 13962 litres sold in March.

ETRAA:

An amendment has been sent in to our recently approved AOM (Airport Operations Manual), and government publications have been notified of the change of ownership. Paperwork is also being submitted at our bank to complete the transition to the new Airport owner.

QA Audit:

The third week of March was busy with the Quality Assurance and Airport Operations full audit conducted by Octant. This is required every three years or for cause. They checked all manuals, procedures, training, and physical characteristics of our Airport for compliance to the standards and regulations as required. A full audit report will follow, and any deviations will be addressed with Corrective Action Plans.

Fall Restraint:

Cara West attended fall restraint training so she will be able to safely paint our 52' rotating beacon tower this summer.

Wildlife Training:

I received Wildlife Recertification training which is required every 5 years by Federal Regulations. It was at the new Discovery Air hangar at the Sudbury Airport.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

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

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

Donation

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

As of April 13, 2017

1.0 CALL TO ORDER

The meeting was called to order at 6:36 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Tammie Caldwell requested the following items be added under New Business Section 9 Subsection:

- vii) Healthy Kids Community Challenge - Theme 3
- viii) Pam McKenzie – 2017 Culture Days
- ix) Horne Granite Curling Club – National Championships
- x) Richard Beauchamp – Hydro Rates
- xi) Tammy Martyn Youth Bowling – Request for use of Riverside Place
- xii) Temiskaming Shores Minor Hockey Association – ATM Machines in Arenas

4.0 APPROVAL OF AGENDA

Recommendation RS-2016-079

Moved by: **Amber Sayer**

Seconded by: **Chuck Durrant**

Be it recommended that the Recreation Services Committee agenda for the February 13th, 2016 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2016-080

Moved by: **Richard Beauchamp**

Seconded by: **Carman Kidd**

Be it recommended that the Recreation Services Committee minutes of December 12th, 2016 be approved as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

i. Programming Update-Jeff Thompson

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

Discussion

The Committee received the Update

ii. Facilities Update-Paul Allair

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

Discussion

The Committee received the Update

iii. Director's Update- Tammie Caldwell

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

Discussion

The Committee received the update.

iv. Christine Bolger re: PF Centre Membership for Shubat Family

Christine Bolger had sent a letter to Mayor and Council dated December 13th, 2016 requesting the City gift the Shubat family a one year family membership to the Pool/Fitness Centre. The letter was received by Council at the regular meeting of and referred to the Recreation Committee.

Discussion

The Committee discussed the request and directed staff to host three free swims at the Waterfront Pool/Fitness to encourage physical activity by all members of the community. Staff was also directed staff to respond to Ms. Bolger thanking her for the letter and to include more information on aquatic programs offered at the Waterfront Pool/Fitness Centre.

Recommendation RS-2016-081

Moved by: **Dan Lavigne**

Seconded by: **Carman Kidd**

Be it recommended that the Temiskaming Shores Recreation Committee approves the scheduling of three free swims at the Pool/Fitness Centre and directs staff to respond to Ms. Bolger accordingly.

CARRIED

v) *Small Pond Entertainers – Request for Use of the NL Community Hall*

Kim Nightingale, Secretary of the Small Pond Entertainer's Inc. submitted a letter of request for the use of the New Liskeard Community Hall for the Summer Theatre School to take place during the summer of 2017 at the same rate as 2016 \$500 + HST.

Discussion

The Committee discussed the request and directed staff to review the Recreation Committee Meeting minutes of 2016 to determine if the group had been notified that an increase would be applied in 2017. If this was not indicated, the rate of \$500 plus applicable taxes will stand for 2016 however an increase will be considered for the 2018 season and the group will be requested to provide a financial statement on the program. It was noted that the group is facing an increase in fees for the use of the Classic Theater and the New Liskeard Legion. The Director of Recreation Services will follow up and notify the Small Pond Entertainer's.

vi) *Update NOFIA Office Space in NL Community Hall*

The Director updated the Recreation Committee that the municipality had been verbally notified that NOFIA would be giving up the office space they are renting upstairs at the New Liskeard Community Hall. The Temiskaming Foundation had contacted the municipality in the past for

office space and were notified that this space may be available if still required. The Temiskaming Foundation does not require the space. The municipality will review the space and if to be is considered for commercial space a rental fee will be set and the space advertised as available.

vii) *Healthy Kids Community Challenge Update – Theme 3*

The Director provided a short update on Theme three of the Healthy Kids Community Challenge and how it will pertain to Concession operations at municipal arenas. The third theme is based on encouraging youth to choose fruits and vegetables and meals and snacks and the HKCC will be surveying the public to determine what they would like to see as healthy options at arena concessions. Working with the concession operator's a strategy will be developed that will include marketing healthy choices.

viii) *Pam McKenzie – 2017 Culture Days*

Pam Mackenzie submitted a letter announcing that Culture Days will be taking place September 29th to October 1st and requesting the use of the New Liskeard Community Hall or Riverside Place with the non-profit rate waived and for the municipality to again offer a free swim at the Waterfront Pool/Fitness Centre and a free skate at the New Liskeard and Haileybury Arena, The letter is also requesting that Council declare Culture Days Open and raise the Culture Days Flag that was received by the organization last year and was only one of only seventeen communities to receive the flags across the province. Ms. Mackenzie also requested that Municipal Council come up with an event to participate in for culture days.

Discussion

The Committee reviewed the request and approved the use of one municipal hall and to waive the non-profit rental fee, as well as the approval to offer a free swim and a free skate at each arena. The Committee directed staff to forward the letter to Council for their consideration in regard to the Declaration and a Council event.

ix) *Horne Granite Curling Club National Championships*

The Director of Recreation was included in an email circulated by the Horne Granite Curling Club that included information on bid applications for national level curling championships.

Discussion

The Horne Granite is looking at submitting a bid for the 2019 season and were meeting concurrently at the time of the Recreation Committee. The requirements from the city at first glance would be the use of one of the arenas for the period of the championships with three days prep and approximately days following to return the ice to skating requirements. Depending on

the championship the dates are different i.e. Juniors in January and Seniors in March. The Committee has directed staff to contact the Horne Granite Curling Club for more information and to support a letter of intent should they proceed.

x) *Richard Beauchamp – Hydro Rates*

Richard Beauchamp presented the concern that the increase in hydro rates will have a significant impact on the operating costs of the recreation facilities especially arenas which may result in shortening the season of ice operations. Mr. Beauchamp noted that summer ice is not offered in other northern Ontario arenas due to cost and that although the municipality has supported this program in the past in may not be in a position to continue.

Discussion

The Committee discussed the concerns in relation to hydro rates and the increase in other operating costs as well. City staff are monitoring hydro costs in comparison to the past three years and will continue to do so through out 2017 to ensure a thorough analysis prior to planning for the 2018 season.

xi) *Tammy Martyn – Request to Waive Fee for Riverside Place for Youth Bowling Event*

Tammy Martyn, Treasurer for Youth Bowling for the Tri-Town Bowling Lanes requested the non-profit rate for the use of Riverside Place be waived for the annual youth bowling banquet to take place on April 30th, 2017.

Discussion

The Committee reviewed the request and approved the request.

Recommendation RS-2016-082

Moved by: **Richard Beauchamp**

Seconded by: **Dan Lavigne**

Be it recommended that the City of Temiskaming Shores Recreation Committee approves the request to waive the non-profit rental fee for the use of Riverside Place for the Youth Bowling annual banquet.

CARRIED

xii) *Temiskaming Shores Minor Hockey Association – Request to install ATM's at Arenas*

Mr. James Paterson, President of TSMHA submitted a letter of request approving the installation of ATM's in the lobby of both the New Liskeard and Haileybury Arenas.

Discussion

The Committee reviewed the request and approved the supply and installation of the units in both arena facilities with the condition that TSMHA provide a Certificate of Insurance with the municipality co-insured and that the municipality will be in no way responsible for any damage to the units.

10.0 SCHEDULE OF MEETINGS

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

11.0 CLOSED SESSION

- None

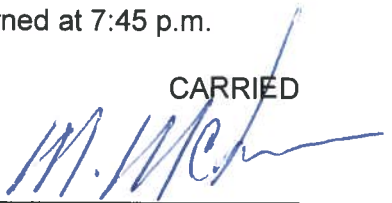
12.0 ADJOURNMENT

Recommendation RS-2016-082

Moved by: Danny Lavigne

Be it resolved that the Recreation Services Committee meeting be adjourned at 7:45 p.m.

CARRIED



Committee Chair



Recorder

1.0 CALL TO ORDER

The meeting was called to order at 6:34 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were not revisions or deletions to the agenda.

4.0 APPROVAL OF AGENDA

Recommendation RS-2016-083

Moved by: **Danny Lavigne**

Seconded by: **Jesse Foley**

Be it recommended that the Recreation Services Committee agenda for the March 13th, 2017 meeting be approved as printed.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2016-084

Moved by: **Danny Lavigne**

Seconded by: **Jesse Foley**

Be it recommended that the Recreation Services Committee minutes of February 13, 2017 be approved as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

i. Programming Update-Jeff Thompson

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

Discussion

The Committee received the Update

ii. Facilities Update-Paul Allair

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

Discussion

The Committee received the Update

iii. Director's Update- Tammie Caldwell

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

Discussion

The Committee received the update.

10.0 SCHEDULE OF MEETINGS

- Monday April 10th, 2017
- Monday May 8th, 2017
- Monday June 12th, 2017

11.0 CLOSED SESSION

- None

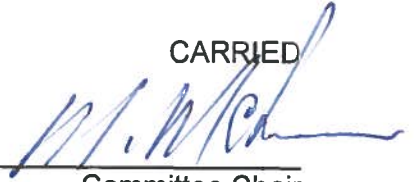
12.0 ADJOURNMENT

Recommendation RS-2016-085

Moved by: **Danny Lavigne**

Be it resolved that the Recreation Services Committee meeting be adjourned at 7:00 p.m.

CARRIED



Committee Chair



Recorder

1. CALL TO ORDER

Meeting called to order at 2:01 P.M.

2. ROLL CALL

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

OTHER PRESENT:

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

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition under New Business: 9.4 Internet & Wide Area Network (WAN) Services_

4. APPROVAL OF AGENDA

Recommendation CS-2017-021

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the April 6, 2017 meeting be approved as amended.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2017-022

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the March 2, 2017 and March 9, 2017 meeting be approved as presented.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. DELEGATIONS/PRESENTATIONS

- None

8. UNFINISHED BUSINESS

8.1 Water meters

Discussion:

A copy of the water meter pilot project Budget and Communication Strategy was distributed. Steve Burnett provided a background summary on the possible project. Steve Burnett indicated that the pilot project is strictly to collect data; this will in turn provide insight for the decision makers on how to proceed in the future. The data will in addition provide staff and Council with consumption actuals.

The total cost of the water meter pilot project would be covered under the Environmental Operating budget as a result of savings from other projects.

Mayor Carman Kidd was seeking feedback regarding the payback on the meters that are suggested to be installed. Steve Burnett explained that should Council proceed with water meters in all Commercial/Industrial sectors, the costs of the meters would be recuperated by a meter rental fee.

Recommendation CS-2017-023

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that the water meter pilot project budget and the water meter Communication Strategy be presented to Council at the next regular Council meeting.

CARRIED

8.2 2017 Draft Budget By-law

Discussion:

Laura Lee MacLeod, Treasurer, reviewed the 2017 Budget By-law and department budget summaries for 2017 outlining the following categories:

- General Operations
- Department Capital Projects

The Treasurer further indicated that the overview includes any changes Council made since adopting the budget in December.

The Treasurer was in receipt of the 2017 education tax rates.

Tax Ratio reporting will be presented to Council at an upcoming regular Council meeting.

9. NEW BUSINESS

9.1 2016 Year- end Financial

Discussion:

Laura Lee MacLeod, Treasurer reported that the 2016 year-end financial is underway. The full year-end report will be presented at an upcoming regular Council meeting.

Chris Oslund, City Manager commented the following in regards to the preliminary year-end review:

- General Operations saw a surplus at year end
- Expenditures were negative 2.6 %
- Chris reviewed the breakdown on general revenues and expenditures by department
- Hydro costs and the annual Great West Life fees are significant amounts that are cause of a variance in the budget.

Chris commented that he was pleased that staff operated within budget allowances and further pleased with the overall year end balances.

Work on the water/sewer long-term analysis is ongoing.

9.2 2017 Quarterly Operating reports

Discussion:

Laura Lee indicated that the accounting department will wait to get the new accounting software before implementing the 2017 quarterly operating reports.

9.3 2017 Capital Financial report

Discussion:

The 2017 Capital Financial Reporting will begin in May, noted Laura Lee.

9.4 Internet & Wide Area Network (WAN) Services

Discussion:

Brad Hearn, IT Administrator, provided the group with background information regarding the current Internet and WAN Services. In 2013 Council passed a by-law for Master Broadband and IP Services with NorthernTel. This agreement is set to expire in September with no chance of renewal due to technology limitations with NorthernTel's current copper lines.

As a result, staff obtained quotes to provide upgraded fibre optic services from all qualified venders within the municipality. Brad indicated that based on the pricing provided, Eastlink was sourced as the best option for meeting the municipality's needs. Brad further indicated that such agreement is

time sensitive as the installation; configuration and testing of the new fibre optic network will take 20 to 25 weeks to complete.

Brad was seeking the Committees feedback. The following recommendation was provided.

Recommendation CS-2017-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends the Dedicated Internet & Wide Area Network (WAN) Services administrative report be presented to Council for consideration at the next regular Council meeting.

10. ADMINISTRATIVE REPORT

Laura Lee provided information regarding the Vesting of TAC Properties. Laura Lee indicated that the properties were registered for tax arears as per the City's Collection Policy.

- CS-023-2017 Vesting of TAC Property

11. CLOSED SESSION

Recommendation CS-2017-025

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee convenes into Closed Session at 2:47 p.m. to discuss the following matters:

- a. Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees.

- OMERS membership request

CARRIED

Recommendation CS-2017-026

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise without report at 3:02 p.m.

CARRIED

12. SCHEDULE OF MEETINGS

- Thursday, May 4, 2017 at 2:00 p.m.

13. ADJOURNMENT

Recommendation CS-2017-027

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 2:03 p.m.

CARRIED

CHAIR

RECORDER

Subject: Appointment of Volunteer Firefighter
Matthew Bruni

Report No.: PPP-004-2017
Agenda Date: May 16, 2017

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2017; and
2. That Council hereby appoints Matthew Bruni as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Background

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

Analysis

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

Based on the identified need to fill one of the vacancies at Station #3, an interview with the candidate was conducted by the Fire Chief and the Fire Department's Interview panel. Subsequently a recommendation from Station #3 was provided to the Fire Chief requesting consideration of the appointment of Matthew Bruni as a Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work related experience, makes him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend Matthew Bruni as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

Financial / Staffing Implications

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

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

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

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

Current fire station staffing levels are as follows:

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Timothy H. Uttley
Fire Chief

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: May 16, 2017
Subject: Service Agreement – Automotive Materials Stewardship
Attachments: Appendix 01 - Service Agreement - Automotive Materials Stewardship

Mayor and Council:

On April 1, 2017, Automotive Materials Stewardship (AMS) will commence operations of the Industry Stewardship Plan (ISP) for the management of used oil filters, used oil containers, used antifreeze and its containers (Automotive Materials). Stewardship Ontario and AMS have been working together to ensure the transition of the management of these materials to AMS occurs with minimal disruption to residents and service providers, including municipalities.

As part of the transition, Stewardship Ontario will no longer have any payment obligations to municipalities for the management of Automotive Materials following March 31, 2017. Any reporting obligations with a service date prior to April 1, 2017 will need to be reported to Stewardship Ontario.

As a result, AMS has provided the City with the required service agreement for management of payment for the above noted material collected through our annual Orange Drop event which is being held on Saturday June 3rd, 2017 from 9 am – 2 pm.

Appendix 01 – Outlines the service agreement with AMS.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
<hr/> Steve Burnett Technical and Environmental Compliance Coordinator	<hr/> G. Douglas Walsh Director of Public Works	<hr/> Christopher W. Oslund City Manager

MUNICIPAL AUTOMOTIVE MATERIALS SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of April, 2017 (the “**Effective Date**”).

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (“MUNICIPALITY”)

collectively, the “Parties”

Reporting Contract #: _____

WHEREAS:

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario (“WDO”) to develop a waste diversion program for municipal hazardous or special waste (“MHSW”) and that Stewardship Ontario (“SO”) act as the Industry Funding Organization (“IFO”) for the program;
- B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. SO and the Municipality entered into an agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
- D. On May 31, 2016, in accordance with Section 34 of the *Waste Diversion Transition Act, 2016*, AMS submitted an Industry Stewardship Plan (“ISP”) for Automotive Materials (as defined in Section 1.2)
- E. On August 10, 2016, WDO approved the AMS ISP for Automotive Materials pursuant to the provisions of Section 34 of the *Waste Diversion Act, 2002*.
- F. On November 30, 2016, the *Waste-Free Ontario Act, 2016* was proclaimed and replaced the *Waste Diversion Act, 2002*

- G. On November 30, 2016, the Resource Productivity and Recovery Authority (the “Authority”) was proclaimed as part of the new Waste-Free Ontario Act, 2016, replacing the WDO.
- H. On December 20, 2016, the Authority designated April 1, 2017 as the effective date of the ISP for Automotive Materials.
- I. AMS and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to AMS concerning Automotive Materials.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Transition Act, 2016* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) “**Agreement**” means this Agreement and includes all schedules and amendments thereto;
 - (b) “**Automotive Materials**” means the following designated waste materials designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 and as may be further defined by the Minister from time to time:
 - Antifreeze, and the containers in which it is contained
 - Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil
 - Oil filters – after they have been used for their intended purpose
 - (c) “**Business Day**” means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (d) “**Claims Submission**” means submission to AMS of data required to validate claim for payment;
 - (e) “**Collection Services**” means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Automotive Materials onto transportation vehicles, including the manifesting of the Automotive Materials prior to transportation away from the Event or Depot;
 - (f) “**Depot**” means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving Automotive Materials from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (g) “**Diversion Report**” means invoices, Automotive Material tonnage reports, or other such documents as may reasonably be required by AMS from time to time for the validation of Claims Submissions;
 - (h) “**End Processor**” means a Service Provider that processes collected Automotive Materials;
 - (i) “**Event**” means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process Automotive Materials from the public and/or Exempt Small Quantity IC&I Generators;

- (j) **“Exempt Small Quantity IC&I Generator”** means a business that is not required to submit a Generator Registration Report with respect to Automotive Materials under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
- (k) **“FOB”** means free on board;
- (l) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (m) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (n) **“Member Associations”** means representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association;
- (o) **“Minister”** means the Minister of the Environment for the Province of Ontario;
- (p) **“Municipal Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (q) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “D” as amended by AMS from time to time;
- (r) **“Post-Collection Services”** means the management of Automotive Materials after delivery of such Automotive Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Automotive Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (s) **“Service Provider”** means the Municipality and/or a commercial party that provides Municipal Services to AMS or the Municipality as the case may be; and
- (t) **“WeRecycle Portal”** means AMS’s online system for uploading Claims Submissions.

2.0 Municipal Services

2.1. This Agreement is for three different service location types for the provision of Municipal Services by the Municipality to AMS. These are as follows:

- (a) Depot
 - (i) The Municipality or the Municipality’s Service Provider provides Depot Collection Services for Automotive Materials. AMS pays the Municipality an hourly rate for the Collection Services of Automotive Materials.

- (ii) Automotive Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved Automotive Incentive Program (“AIP”) transporters.
- (b) Event
- (i) The Municipality or the Municipality’s Service Provider provides Event Collection Services for Automotive Materials. The Municipality may combine Events with other activities, including collection of non-Automotive Materials. AMS pays the Municipality a cost per tonne of Automotive Materials as per Schedule “B” for the Collection and Post-Collection Services.
- (c) Event (and transportation to Depot)
- (i) The Municipality or the Municipality’s Service Provider provides Event Collection Services for Automotive Materials and transports the collected Automotive Materials to a Depot. AMS pays the Municipality a cost per tonne.
 - (ii) Automotive Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by AIP transporters.

For the purpose of this Agreement, AMS and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide Municipal Services to AMS.

- Depot
- Event
- Event (and transportation to Depot)

2.2. AMS and Municipality may agree in writing at any time to change the service location type under which Municipality is providing Municipal Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

3.0 Price and Payment

3.1. Price

- (a) Municipal Services – Depot. AMS will pay for Municipal Services provided by the Municipality as follows:
- (i) AMS will pay the Municipality the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
 - (ii) Post-Collection Services for Automotive Materials collected at Depots will be paid directly to Service Providers by AMS as part of the AIP.

- (b) Municipal Services - Event. AMS will pay for Municipal Services provided by the Municipality as follows:
 - (i) AMS will pay the Municipality an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive Materials as determined by the Service Provider providing the Post-Collection Services will be used.
- (c) Municipal Services – Event (and transportation to Depot). AMS will pay for Municipal Services provided by the Municipality as follows:
 - (i) AMS will pay the Municipality an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive Materials to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive Materials as determined by the Service Provider providing the Post-Collection Services will be used.
 - (ii) Post-Collection Services for Automotive Materials collected at Events and transported to Depots will be paid directly to Service Providers by AMS as part of AIP.

3.2. Payment

- (a) Municipal Services – Depot.
 - (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the end of each calendar month.
- (b) Municipal Services - Event.
 - (i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive Materials. The Claims Submission is to be submitted by Municipality to AMS within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Municipality within thirty (30) days of receipt and AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Municipality.
- (c) Municipal Services – Event (and transportation to Depot).
 - (i) To receive payment for Event Collection Services and transportation of Automotive Materials to a Depot, the Municipality must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping

manifest(s) with respect to the Automotive Materials. The Claims Submission is to be submitted by Municipality to AMS within thirty (30) days of Municipality receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Municipality.

- 3.3. Municipality will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.
- 3.4. The Municipality will not charge residential Generators of Automotive Materials for collection of Automotive Materials at its Depots or Events.
- 3.5. Late Submission Penalties
 - (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
 - (b) AMS will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

4.0 Term

- 4.1. This Agreement will commence on the Effective Date and its initial term will continue until the expiry of a three (3) year period following the Effective Date. The initial term and any such additional term or terms are herein referred to as the "Term".

5.0 Title and Compliance with Laws

- 5.1. Title to all Automotive Materials collected by Municipality at Events and Depots will belong to Municipality from the time of collection until transfer of the collected Automotive Materials to an approved AIP transporter. At no time will AMS have title to Automotive Materials unless handled directly by AMS employees. Any contract entered into between Municipality and a transporter or an End Processor for Automotive Materials must provide that title transfers in accordance with the Transporter and Processor Standards found on the AMS website at www.automotivematerialsstewardship.ca, as amended from time to time.
 - (a) Notwithstanding the foregoing, if the Municipality operates a reuse program for any Automotive Materials, title to the Automotive Materials being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.

- 5.2. In performing the Municipal Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

6.0 AMS Policies, Standards and Guidelines

- 6.1. AMS may develop or propose amendments, from time to time, to policies, standards and guidelines relative to the provision of Municipal Services. AMS will endeavour to provide the Member Associations sufficient time to comment on the proposed amendments for the purposes of reaching consensus in support of implementing the proposed amendments, and for clarifying potential impacts to the Municipality.
- 6.2. The AMS Collection Site Standards in effect at the time of entering into this Agreement are included in Schedule "D" for convenience.
- 6.3. Municipality will use best efforts to comply with, and will require that any of its contractors supplying Municipal Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the Municipal Services. AMS will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on AMS's website as they are developed.
- 6.4. Municipality may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions of 19.4(b).

7.0 Promotion and Education

- 7.1. Proper education and promotion of the proper end of life management of Automotive Materials is essential to the ISP's success. The Municipality will work cooperatively with AMS in undertaking such promotion and education activities with respect to the ISP for Automotive Materials and collection of the Automotive Materials as set out in Schedule "C" and as may otherwise be reasonably requested by AMS from time to time.

8.0 Indemnity and Insurance

- 8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

- 8.2. The Municipality will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.
- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming AMS as an additional insured with the following language:

"Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

9.0 Assignment

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
 - (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
 - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
 - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is

available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer
Automotive Materials Stewardship
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6

Email: operations@autostewardship.ca

Notices to The Municipality will be delivered to:

G. Douglas Walsh, Director of Public Works
City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0

Email: dwalsh@temiskamingshores.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

11.0 No Partnership or Joint Venture

- 11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

12.0 Severability

- 12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

13.0 Amendment and Waivers

- 13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

14.0 Further Acts

- 14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

15.0 No Third Party Beneficiaries

- 15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

16.0 Counterparts and Facsimile

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

17.0 Force Majeure

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

18.0 Dispute Resolution

- 18.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration.

Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

19.0 Termination

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the “defaulting party”), the Municipality or AMS (the “party giving notice”) may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 19.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 19.1 & 19.4, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 19.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
 - (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
 - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 6.1; or
 - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1, in such instances only AMS may terminate this agreement; or
 - (d) a receiver or trustee is appointed for any part of the assets of AMS; or
 - (e) the Industry Stewardship Plan Agreement between AMS and the Authority is terminated.

20.0 Survival

- 20.1. Articles 8, 19.2 and 26 of this Agreement will survive termination or expiry and continue in full force and effect.

21.0 Additional Conditions

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

22.0 Entire Agreement

- 22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

23.0 Headings for Convenience Only

- 23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

24.0 Governing Law

- 24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

25.0 Legislation References

- 25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

26.0 Confidentiality

- 26.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Municipality will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information. Notwithstanding the foregoing, Municipality may provide Schedule "B" and the financial terms contained therein to the Member Associations solely for the purpose of discussion with AMS as set out in section 4.3 of this Agreement.

To the extent permitted under MFIPPA, Municipality will inform AMS of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Municipality so that AMS will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

27.0 Rights and Remedies

27.1. The rights, remedies and privileges in this Agreement given to the Parties:

- (a) are cumulative and any one or more may be exercised;
- (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
- (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

28.0 Schedules

28.1. Schedules "A" through "D" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

by: _____

Name: David Pearce

Title: Operations Officer

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

by: _____

Name:

Title:

SCHEDULE “A” – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect all Automotive Materials from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
N/A	N/A	N/A	N/A	0	0
TOTAL REIMBURSABLE HOURS					0

Events

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Municipality	Date	Location	Address	Collection Hours	Service Provider
1	<i>Municipality name</i>	<i>Event date</i>	<i>Location name</i>	<i>Full address</i>	<i>ex. 9am - 2pm</i>	<i>SP Name</i>

INITIALLED BY MUNICIPALITY: _____

SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Municipality for Automotive Materials Collection Services as follows:

For Municipal Services – Depot, AMS will pay the Municipality the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Municipal Services – Event, AMS will pay the Municipality a rate of **\$2,200.00** per tonne of Automotive Materials plus applicable taxes.

For Municipal Services – Event (and transportation to Depot), AMS will pay the Municipality a rate of **\$0.00** per tonne of Automotive Materials plus applicable taxes.

INITIALLED BY MUNICIPALITY: _____

SCHEDULE “C” – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Automotive Materials through municipal publications, events and activities that support the Municipality’s waste management strategy. The Municipality will not charge AMS for any promotion or education activities unless AMS has agreed to such charges in advance in writing. AMS’s decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality’s residents of its Collection Accessibility Schedules (see Schedule “A”).

The Municipality must submit to AMS draft copies of all publications using AMS trademarks and logos for approval, which AMS may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS, such as Orange Drop.

SCHEDULE “D” – AMS COLLECTION SITE STANDARDS

The following are AMS’s Collection Site Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on www.automotivematerialsstewardship.ca.

Collection Site Standards

Version: April, 2017



**Automotive
Materials
Stewardship**

To the extent that there is any conflict between these Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations and inform Automotive Materials Stewardship (“AMS”) of such discrepancies. For greater certainty, in the event that the Collection Site Standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the Collection Site Standards as well as with applicable laws and regulations.

Background:

Automotive Materials Stewardship submitted an Industry Stewardship Plan for Automotive Materials to ensure certain hazardous and special wastes are collected and recycled or otherwise safely disposed of in an environmentally appropriate way (the “ISP”).

The Resource Productivity and Recovery Authority approved the ISP submitted by AMS for the following materials (“Automotive Materials”):

- Antifreeze, and containers in which they are contained
- Oil containers that have a capacity of 30 litres or less and that were manufactured for the purpose of containing lubricating oil
- Oil Filters – after they have been used for their intended purpose

The ISP, rules and material definitions can all be viewed in the ISP, posted on the AMS website at www.automotivematerialsstewardship.ca.

Purpose:

These Collection Site Standards define the minimum operating requirements to qualify as a collection site for Automotive Materials. All locations wishing to act as a collection site on behalf of AMS must be approved by AMS or by an approved AMS transporter that has been granted authorization to approve collection sites.

These Collection Site Standards do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection site’s responsibility to be aware of, and abide by, all such legislation and regulations.

AMS reserves the right to review and revise these standards on an ongoing basis. The most current version will be posted on the AMS website. AMS will, as a courtesy, provide notification of changes to active collection sites for which it has current email addresses; however, it is the collection site’s responsibility to regularly check the AMS website for revisions.

Who this applies to:

For the purposes of these standards, a Collection Site Operator means the operator of a location at which Automotive Materials are received from the public and/or a small quantity or IC&I generator, or via the site's internal operations from which a transporter will pick up Automotive Materials and transport it to an approved processor.

Enforcement of these Standards:

Collection site operators shall:

- Provide AMS with all reasonable information relating to these standards or any matter that relates to the ISP or procedures of AMS;
- Acknowledge that AMS has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, AMS may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of AMS are bound by strict confidentiality agreements.

1.0 General Requirements

All collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to be:
 - In possession of and in compliance with all terms in their MOE Environmental Compliance Approval (ECA);
 - In compliance with the Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - In compliance with the federal Transportation of Dangerous Goods Act (TDGA);
 - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
 - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).

- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to AMS of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the ISP.

2.0 Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
 - Employment Standards Act, 2000;
 - Occupational Health and Safety Act, 1990;
 - Workplace Safety and Insurance Act, 1997;
 - Canada Labour Code.
- 2.2 Possess workers' compensation coverage through either a provincial (WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
 - Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3.0 Staff Training

All Collection Site Operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack Automotive Materials in its appropriate waste class according to Waste Packing Standards (refer to Appendix A).
- 3.3 Train staff to differentiate between Automotive Materials that are eligible for collection services under the ISP and other materials that are not (refer to Appendix A).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.

4.0 Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 4.2 Ensure that Automotive Materials are handled and stored as follows:
 - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
 - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
 - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick- up of Automotive Materials; and
 - Have adequate security measures in place to prevent Automotive Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 4.3 All waste must be packed in an approved UN container and all materials transported must be contained in accordance with TDGA requirements.
- 4.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 4.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 4.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 4.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 4.8 Contamination allowances:
 - Reasonable efforts must be taken to minimize contamination.
 - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.

- Contamination levels in transport containers (mis-packed Automotive Materials, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> • Antifreeze returned in containers with a volume of 30 litres or less. • Antifreeze recovered from vehicles at automotive service centres. 	<ul style="list-style-type: none"> • Plumbing antifreeze; • Vehicle windshield antifreeze; • Product marketed as industrial heat transfer fluid; • Fuel (gasoline & diesel) antifreeze; Lock de-icer; • Air brake antifreeze; • Antifreeze which does not contain ethylene or propylene glycol; • Containers used to deliver Antifreeze with a capacity greater than 30 litres. 	<ul style="list-style-type: none"> • Residential • All IC&I
2	Empty Auto Containers Or Empty Auto Containers - Shredded	<ul style="list-style-type: none"> • Antifreeze containers that are 30 litres or less; • Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil. • Note: Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideway lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil. 	Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.	<ul style="list-style-type: none"> • Residential • All IC&I

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> • Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications; • Diesel fuel filters; • Household furnace fuel filters; • Coolant filters; • Storage tank diesel fuel filters; • Plastic & paper element style filters; • Diesel fuel filters used at retail commercial pump islands 	<ul style="list-style-type: none"> • Gasoline fuel filters; • Air filters (automotive or non-automotive); • Household furnace air filters; • Sock-type filters 	<ul style="list-style-type: none"> • Residential • All IC&I

Subject: Tender Award – STATO Trail Extension **Report No.:** PW-010-2017
(Highway 65 East / Grant Drive) **Agenda Date:** May 16, 2017

Attachments

Appendix 01: Request for Tender - RS-RFT-001-2017

Appendix 02: Results of Tender Opening

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2017 particularly Appendix 01 being the Request for Tender and Appendix 02 being the Results of the Tender Opening for the STATO Trail Extension;
2. That Council deems it necessary and advisable to exercise its rights outlined in Section 11 (*Selection Criteria*) and Section 8 (*Acceptance or Rejection of Bids*) of RS-RFT-001-2017 and directs staff to review and discuss the quotations submitted by the Contractors to verify sub-contractors, suppliers and tender amounts with the two lowest bid submissions; and
3. That Council directs staff to provide a supplementary report and the necessary by-law and agreement for consideration at the May 30, 2017 Special Council Meeting.

Background

Dating back to 2005 the South Temiskaming Active Travel Organization has been active in the planning of a 19.7 kilometre activity trail that would link the all communities within the City of Temiskaming Shores from North Cobalt to Dymond Township. Through continuous fundraising efforts and with the assistance of senior levels of government, portions of the Trail have been constructed and are being used by cyclists and pedestrians, both young and old.

Recently, the Ontario Municipal Cycling Infrastructure Program (OMCIP) has approved funding for the City of Temiskaming Shores to extend the Trail along Highway 65 East and Grant Drive. The proposed location would extend from the intersection of Armstrong Street and Hwy 65E to an easement (recently acquired by the City) approximately 375 metres eastward and then northward to Wilson Drive.

The work consists generally of the construction of approximately 0.98 kilometres of a 2.8 to 3.0 metre wide asphalt surfaced active trail by excavating the area beneath the proposed Trail, placing, grading and compacting 950 mm of granular materials and placing 50 mm of Hot Laid Asphalt. The project is to be completed by August 31, 2017.

The Request for Tender documents were prepared and RS-RFT-001-2017 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Tuesday May 9, 2017.

Analysis

Three (3) responses to the Request for Tender were received by the closing date.

Bidder	Tender Amount	HST	Total
Miller Paving Limited	\$339,975.00	\$44,196.75	\$384,171.75
Barcon Construction	\$320,617.00	\$41,680.21	\$362,297.21
Demora Construction	\$364,145.00	\$47,483.85	\$411,483.85

The tenders were analysed for errors and/or omissions and all items. There were no extension or addition errors found. The following items were also reviewed to confirm conformance with the requirements of the Tender documents;

- All bidders provided a WSIB Clearance Certificate, valid until May 19, 2017.
- Miller Paving and Demora Construction provided proof of Liability Insurance coverage at or above the \$2M required amount while Barcon Construction's Liability Insurance was listed at \$1M per occurrence.
- Miller Paving and Barcon Construction each provided the required \$20,000 Bid Bond with their submissions. Demora did not provide a Bid Bond or Certified Cheque.
- Miller Paving and Demora Construction indicate the project can be completed in 4 weeks, Barcon Construction estimates the work will require 6 weeks to complete.

The process for obtaining competitive pricing was in keeping with the City's Procurement Policy (By-Law 2017-015).

Miller Paving Limited has successfully completed similar projects in Temiskaming Shores and has demonstrated the ability to successfully complete this work as intended. In 2015 and 2016 Demora Construction was sub-contracted for the asphalt placement (patching work) within the City and the workmanship was of high quality.

City staff has had no experience working with Barcon Construction (Grimsby Ontario), however, the Contractor had indicated their intention to use a local sub-contractor for the placement of the paved surface of the Trail. Following an exchange of emails with the Contractor, they have indicated that a request to increase the Liability Insurance would be made to the company's Insurance provider, the aggregates to be used on the project were to be supplied by a local provider and that the paving company listed in the tender submission has indicated that they would not be available to complete the work. The Contractor indicated that they are awaiting confirmation from other area paving sub-contractors on availability of asphalt and equipment to perform the required work.

Relevant Policy / Legislation / City By-Law

- Resolution No. 2016-430, dated August 25, 2016 (Authorization to enter into an Agreement with MTO under OMCIP Program)
- By-Law No. 2016 -141, Agreement with MTO under OMCIP Program
- 2017 Recreational Services Capital Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

- Section 6.7.1.7 Extension of Sidewalks/ Walkways/ Activity Trails

Consultation / Communication

- Memo No. 005-2016-RS, dated August 25, 2016 (Confirmation of OMCIP funding)
- Verbal update on the planned 2017 extension was provided to Waterfront Development / STATO Trail Committee at the meeting held on November 15th, 2016.
- PW Committee Meetings – February 23rd & March 16th, 2017
- Admin Report PW-010-2017 submitted for Council on May 16th, 2017.

Financial / Staffing Implications

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

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

The 2017 Capital Budget includes allocated funds within the Recreational Services Department Budget from the OMCIP funding agreement as well as the City's top up requirement to complete the project as proposed.

Based on the Tender submissions, the contract, inclusive of non-refundable HST, would have the following value;

- Barcon Construction - \$326,259.86 (within the budget allocation for proposed work)
- Miller Paving Limited - \$345,958.56 (within the budget allocation for proposed work)
- Demora Construction - \$370,553.95 (within the budget allocation for proposed work)

Staffing and equipment implications related to this project would include field layout and as well as contract inspection / administration functions and duties.

Alternatives

1. Award the project to the lowest bidder.
2. As per Request for Tender, RS-RFT-001-2017, Section 11, *Selection Criteria* and Section 8, *Acceptance or Rejection of Bids*, Council could exercise its right to review and discuss the quotations submitted by the Contractors. (Recommended)
3. The tender be cancelled.

Submission

Prepared by:

"original signed by"

G. Douglas Walsh, CET
Director of Public Works

Reviewed and submitted by:

"original signed by"

Tammie Caldwell
Director of Recreation Services

Reviewed and submitted for
Council's consideration by:

"original signed by"

Christopher W. Oslund
City Manager



CITY OF TEMISKAMING SHORES

REQUEST FOR TENDER

RS-RFT- 001-2017

Construction of STATO Trail

Highway 65 East / Grant Drive Extension

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



**THE CORPORATION OF
THE CITY OF TEMISKAMING SHORES
REQUEST FOR TENDER (RS-RFT-001-2017)
Construction of
STATO Trail
Highway 65 East / Grant Drive Extension**

Introduction

The City of Temiskaming Shores wishes to procure construction services for the extension of the South Temiskaming Active Travel System, to be located adjacent to Highway 65 East, from Armstrong Street to Grant Drive Extension and northward along the easement for Grant Drive to Wilson Drive, according to the specifications detailed in this Request for Quotation.

Objective

The City of Temiskaming Shores wishes to complete new construction of a 2.8 to 3.0 m wide and 0.98 km long asphalt surfaced extension to the active travel system.

Funding has been approved by the Ontario Municipal Cycling Infrastructure Program (OMCIP) for the project and the project must commence prior to June 5th 2017 and be completed by as of August 31st, 2017.

Submissions

Quotations should be on the enclosed form and submitted to the following address:

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

Attention: **Dave Treen, Municipal Clerk “RS-RFT-001-2017 – Construction of STATO Trail – Highway 65 East / Grant Drive Extension**

The closing date for the submission of quotations will be at **2:00 pm local time on Tuesday, May 9th, 2017.**

Quotations received after 2:00 p.m. local time will be returned unopened.

- Quotations shall be in ink, late quotations will not be accepted;
- Partial quotations are not accepted;
- The City reserves the right to accept or reject any or all quotations;
- The lowest quotation will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a supplier and any changes to the quotation that are acceptable to both parties will be binding.
- The quotations shall be valid for 30 (thirty) days from submission date.

Questions

Any questions with respect to the specifications are to be directed to:

Douglas Walsh, Director of Public Works

City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario P0J 1K0

Phone: (705) 672-3363
Fax: (705) 672-3200
E-mail: dwalsh@temiskamingshores.ca

A site visit is not mandatory however, may be scheduled through contacting and scheduling and appointment with the Director of Public Works.

INFORMATION TO BIDDERS AND GENERAL CONDITIONS

1) General Description

The Corporation of the City of Temiskaming Shores, hereinafter referred to as the "City", invites quotations from qualified contractors for the excavation and new construction of a 0.98 km, 3.0 m wide asphalt surfaced extension to the active travel system.

2) Scope of the Work

The scope of work will consist of the construction of a 0.98 km, 2.0 to 3.0 m wide asphalt surfaced active travel system.

The Project must be started by June 5th, 2017.

1. Excavation and disposal of existing clay base material to a depth of 1.0 metre at a width of 3.0 metres over the 980 metres in length.
2. Placement, grading and compaction of 800 mm of Granular "B" Type 2 material.
3. Placement, grading and compaction of 150 mm Granular A, material
4. Placement of 50 mm of hot laid asphalt at width of 3.0 metres
5. Placement of asphalt markings as required.

The successful bidder shall supply all materials, labour, supervision, machinery, tools and other necessary equipment in order to carry out the necessary work.

The terms and conditions outlined in the Ministry of Transportation (MTO) Encroachment Permit No. EC-2016-53N-13, and appended hereto, shall be adhered to by the Contractor or its agents while performing work within or near the MTO right-of-way on behalf of the City.

3) Commencement and Completion of Work

The work must commence on or before June 5th, 2017 and be completed by August 31st, 2017.

The Contractor shall endeavor to complete the work within the earliest possible time frame.

4) Safety

For the sake of this agreement and while on Municipal property, the Service Provider's attention is drawn to the provisions of the Occupational Health & Safety Act 1990. The Service Provider shall be considered the "Constructor" under the terms and conditions of this Act.

The City reserves the right to validate that Certificates are in good standing from the Workplace Safety and Insurance Board (WSIB) prior to interim and/or final payments.

5) Insurance

For the sake of this agreement and while on Municipal property, the Contractor shall take out and maintain during the term of this agreement and shall file with the City, a certificate of comprehensive policy of public liability and property damage insurance, acceptable to the City providing insurance coverage in respect to any one accident to the limit of at least \$ 2,000,000 exclusive of interest and cost against loss of or damage to person or property. The policy shall cover all operations and liability assumed under the Contract with the City. It shall not contain any exclusions or limitations and shall not be allowed to lapse throughout the duration of the Contract.

The Contractor shall provide proof of motor vehicle liability insurance having limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property. The Provider shall provide proof of general liability insurance having limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property.

Certificates of Insurance shall be provided as part of the submission requirements of this Request for Quotations.

6) Quotation

Quotations submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days. The City makes no allowance for an increase of individual or total prices offered.

The form of quotation must be signed in the space provided on the form, with the signature of the bidder or responsible official of the firm bidding. If a joint bid is submitted, it must be signed and addressed on behalf of both of the bidders.

7) Tender Deposit

Each Tender shall include a tender deposit in the form of a Bid Bond or a Certified Cheque, made payable to the city of Temiskaming Shores, equal to, or greater than, the amount shown in the following tables and must be enclosed in the same envelope as the tender.

DEPOSIT REQUIREMENTS

TOTAL TENDER AMOUNT	DEPOSIT REQUIRED
\$20,000.00 or less	\$ 500.00
\$20,000.01 to \$50,000.00	\$ 1,000.00
\$50,000.01 to \$100,000.00	\$ 2,000.00
\$100,000.01 to \$250,000.00	\$ 10,000.00
\$250,000.01 to \$500,000.00	\$ 20,000.00
\$500,000.01 to \$1,000,000.00	\$ 40,000.00

8) Acceptance or rejection of Bids

8.1 The City reserves the right to reject any or all Tenders, for any reason whatsoever and to accept only Tenders considered best for their interest and to waive formalities as the interests of the City may require without stating reasons. Therefore the lowest or any Tender may not necessarily be accepted.

8.2 Tenders not accompanied by a certified cheque in the required amount may be rejected.

8.3 The City shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Contractor prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the City of any Tender, or by reason of any delay in the acceptance of a Tender, unless as specifically provided in the Tender Documents.

8.4 The Tender shall be irrevocable for a period of thirty days following the date of Tender Closing date.

9) Cancellation of Contract

9.1 This Tender has been prepared with the intention of proceeding with acceptance of the lowest responsible price, meeting all specifications. However, due to financial constraints and other unforeseen factors, the City of Temiskaming Shores may be unable to award this Tender. The contractors agree to save harmless, the City of Temiskaming Shores, from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded.

The City of Temiskaming Shores reserves the right to discontinue this Tender process and review at any time and not move forward with awarding a contract.

10) Change/Amendment

At any time prior to the closing date and time, the City reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this quotation, in which case, a formal addendum specifying the same in detail will be issued.

11) Selection Criteria

Quotations that comply with the terms, conditions and specifications as outlined in the quotation will be evaluated on the basis of:

- Price (within allocated budget);
- Compliance with Insurance Requirements;
- Completion date.

The City reserves the right to reject any or all quotations for reasonable cause and to accept any quotation if considered in the best interest of the City. The lowest or any quotation not necessarily accepted.

The City reserves the right to review and discuss with any bidder, the quotation submitted by that Bidder. The City reserves the right to negotiate with the bidder, any reasonable changes or additions to the agreement that the bidder may propose. Negotiated changes or additions to the agreement proposed by the Bidder will be included in the agreement in the form of an addendum, and will take precedence over the quotation document and the agreement proposed by the Bidder. If such changes or additions cannot be negotiated, the City in its sole discretion may approach another Bidder for execution of the work.

12) Influence

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any City purchasing or disposal process. 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.

Should a Tenderer find omissions or discrepancies in any of the quotation documents, or should be in doubt or disagree as to the meaning of any part of this document, they should notify the author. If the Operations Manager considers that a correction, explanation or interpretation is necessary or desirable, he will issue an Addendum to all who have taken out quotation documents. Furthermore, any errors or omissions noticed by the Operations Manager will be corrected by the issuance of an Addendum.

13) Hours of Operation

The City will work with the successful firm for the purposes of garnering access to the facility, during normal working hours of the Public Works department. The City does deem this project to be of, urgent nature, and we will make all efforts to accommodate the successful bidder's schedule.

REQUEST FOR TENDER
RS-RFT- 001-2017
Construction of Active Travel System
Highway 65 East / Grant Drive Extension

We, the undersigned, have carefully examined the attached documents and conditions of the quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment¹, labour, apparatus and documentation, including final report as are required to satisfy this quotation.

To: *THE CORPORATION OF THE CITY OF TEMISKAMING SHORES*

This Quotation is submitted by:

Firm Name:			
Mailing Address:			
Telephone No.:		Fax No.	
Email Address:			

REQUEST FOR TENDER
RS-RFT- 001-2017
Construction of Active Travel System
Highway 65 East / Grant Drive Extension

SCHEDULE OF ITEMS AND PRICES

ITEM		Unit	Est. Qty.	Price	Total
1.	Excavation / Grading of clay base material	Cu m.	2900		
2.	Granular B, Type 2 (supplied, grading and compaction 800 mm thickness)	Tonnes	5500		
3.	Granular A (supplied, grading and compaction 150 mm thickness)	Tonnes	1150		
4.	Hot laid Asphalt (Supplied, placed and compacted – 50mm thickness)	Tonnes	435		
5.	Conc. Barrier Curb (Traffic Island)	m	18		
6. a	Install 400 mm CSP Culvert	m	6		
6. b	Install 1000 mm CSP Culvert	m	6		
7. a	Painted Cycle symbols	Ea.	15		
7. b	Painted Dashed Lane Marker	m	50		
				Sub-Total:	
				HST:	
				Total Quotation Price:	

(Hourly rates for labour and equipment are to be appended to quotation for consideration in the event of additional work, to be approved by City.)

Estimated time frame for work to be completed: _____.

The following documents have been attached:

- Insurance Coverage in the form of a Certificate of Insurance
- Proof of WSIB Coverage

**REQUEST FOR TENDER
RS-RFT- 001-2017
Construction of Active Travel System
Highway 65 East / Grant Drive Extension**

CONFLICT OF INTEREST DELARATION

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 _____ this _____ day of _____, 2017.

Firm Name _____

Contractor's Authorization Official _____

Title _____

Signature _____

**REQUEST FOR QUOTATION
RS-RFT- 001-2017
Construction of Active Travel System
Highway 65 East / Grant Drive Extension**

NON COLLUSION AFFIDAVIT

I/We _____ 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 this _____ day of _____, 2017

Authorized Signatures:

Name of Firm

Signature

Position

Witness Name

Witness Signature

AND, if more than one:

Signature

Position

Witness Name

Witness Signature

**REQUEST FOR QUOTATION
RS-RFT- 001-2017
Construction of Active Travel System
Highway 65 East / Grant Drive Extension**

LIST OF PROPOSED SUB-CONTRACTORS

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal must be included in the Proposal documents submitted.

Name	Address	WSIB Certificate Number (copy attached)

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Proposal document.

Signed by Company Official

Printed

Signed

PLEASE FIRMLY AFFIX THIS LABEL TO YOUR SUBMISSION ENVELOPE FOR PROPER TENDER IDENTIFICATION.

THE CITY IS NOT RESPONSIBLE FOR MISSING OR LOST SUBMISSIONS OR ANY SUBMISSIONS NOT BEARING THIS IDENTIFYING LABEL.

Company Name _____	CITY USE ONLY
Mailing Address _____	Date: _____
Postal Code _____	Time (Local): _____
	Received by: _____
City of Temiskaming Shores	
P.O Box 2050	
325 Farr Drive	
Attention: Dave Treen, Municipal Clerk	
RS-RFT-001-2017 "STATO Extension"	

Document Title: **RS-RFT-001-2017**

Opening Date: **May 9, 2017**

Inquiry Contact: **G. Douglas Walsh**

Opening Time: **2:00 pm**

Description: **STATO Trail – Hwy 65 East / Grant Drive Extension**

Form of Proposal

Bidder: **BARCON CONSTRUCTION**

Excavation/Grading:	30,450.
Granular "B":	88,000.
Granular "A":	26,680.
Asphalt (50 mm):	155,295.
Conc. Barrier Curb:	4,320.
CSP Culvert (400 mm):	4,452.
CSP Culvert (1,000 mm):	8,250.
Cycle Symbols:	1,170.
Dashed Lane Marker:	2,000.
Sub-Total:	320,617.
HST:	41,680.21
Total Quote:	362,297.21

Bidder: **MILLER PAVING**

Excavation/Grading:	52,200.
Granular "B":	110,000.
Granular "A":	31,050.
Asphalt (50 mm):	130,500.
Conc. Barrier Curb:	6,300.
CSP Culvert (400 mm):	3,300.
CSP Culvert (1,000 mm):	4,500.
Cycle Symbols:	1,875.
Dashed Lane Marker:	250.
Sub-Total:	339,975.
HST:	44,196.75
Total Quote:	384,171.75

Bidder: **DEMORA CONSTRUCTION**

Excavation/Grading:	51,620.
Granular "B":	148,500.
Granular "A":	33,650.
Asphalt (50 mm):	118,320.
Conc. Barrier Curb:	3,870.
CSP Culvert (400 mm):	1,656.
CSP Culvert (1,000 mm):	2,244.
Cycle Symbols:	1,860.
Dashed Lane Marker:	425.
Sub-Total:	364,145.
HST:	47,338.85
Total Quote:	411,483.85

Bidder:

Excavation/Grading:	
Granular "B":	
Granular "A":	
Asphalt (50 mm):	
Conc. Barrier Curb:	
CSP Culvert (400 mm):	
CSP Culvert (1,000 mm):	
Cycle Symbols:	
Dashed Lane Marker:	
Sub-Total:	
HST:	
Total Quote:	

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

In Attendance:


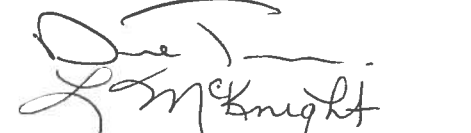
Print Name

Representing

Signature

Matthew McLaren
 Gary Wadge
 Dave Trebn
 Linda McKnight

Demora Construction
 City of T.S.
 City of T.S.
 City of T.S.

Subject: Centre and Edge Line Roadway
Marking Services

Report No.: PW-011-2017
Agenda Date: May 16th, 2017

Attachments

- Appendix 01:** Opening Results
- Appendix 02:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-011-2017;
2. That Council approves the award of the 2017 Centre and Edge Line Painting Services contract to *Midwestern Line Striping Inc.* at a cost of \$0.245 per metre of line marking and \$150 per hour for pre-marking (if required) plus HST;
3. That Council approves the extension of the Agreement to include Centre and Edge Line Painting Services, at the same unit prices, for the 2018 season; and
4. That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 16, 2017 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply and application of Roadway Centre and/or Edge Line Painting services at various locations within the City of Temiskaming Shores.

The work shall consists generally of retracing existing pavement markings comprised of centre line (yellow) and edge line (white) markings. The edge markings for the STATO Trail, along Lakeshore Road, are also included in this years' tender.

The Tender documents were prepared and Tender PWO-RFT-002-2017 was distributed to previous and known potential bidders and advertised on the City's web site, with closing date at 2:00 p.m. on May 9th, 2017.

Analysis

Several tender documents were viewed or distributed and three (3) submissions were received by the closing date, the results of which are summarized in the following table.

Bidder	Tender Amount	HST	Total
Midwestern Line Striping	\$22,562.79	\$2,933.16	\$25,495.95*
Miller Maintenance	\$35,298.34	\$4,588.78	\$39,887.12

William Day Construction	\$59,860.45	\$7,781.85	\$67,642.30
--------------------------	-------------	------------	-------------

*Pre-marking at \$150 per hour is additional to the unit cost for line painting.

Miller and Midwestern have both successfully completed similar projects for Temiskaming Shores and throughout Ontario and have demonstrated the ability to complete this work as intended. As a result of our ability to reach a much broader network of contractors through our web site, we are noticing more interest from a distance. Although, William Day has not completed any work within the City, they are capable of completing the work required in this tender.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was in keeping with the City's Purchasing Policy (By-Law 2017-015).

The tendered unit prices are comparable to those received in 2015 – 16 for the intended work and are considered to be reasonable and within the approved and allotted budget for roadway maintenance. Pre-marking is only required in areas where previously painted lines are not visible, or alignment has changed.

The tender documents included a provision for an optional additional year (2018) at the same unit cost per metre, however, given that additional lines centre and edge markings may be added from time to time, the total cost may increase slightly.

Relevant Policy / Legislation/City By-Law

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

Asset Management Plan Reference

Not applicable

Consultation / Communication

Administrative Report PW-011-2017, dated May 16th, 2017

Financial / Staffing Implications

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

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

A total of \$40,000 was included in the 2017 Budget. The contract, inclusive of non-refundable HST, would total \$22,959.90, given the unit price tendered and quantities provided to the contractor and with no pre-marking required.

Alternatives

Based on the unit cost provided and the overall tender results, it is recommended that Council approve the addition of the of the optional year's work (2018) in conjunction with the 2017 agreement with Midwestern Line Striping Inc. at the fixed unit cost.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-002-2017**

Opening Date: **May 9, 2017**

Inquiry Contact: **Doug Walsh**

Opening Time: **2:00 pm**

Description: **Roadway Line Painting**

Form of Proposal

Bidder: **WILLIAM DAY CONSTRUCTION** Bidder:

Yellow Lines (53,150 m):	34,547.50
White Lines (38,943 m)	25,312.95
Sub-Total:	59,860.45
HST:	7,781.85
Total:	67,642.30

Yellow Lines (53,150 m):	
White Lines (38,943 m):	
Sub-Total:	
HST:	
Total:	

Bidder: **MILLER MAINTENANCE**

Yellow Lines (53,150 m):	21,260.00
White Lines (38,943 m)	14,038.34
Sub-Total:	35,298.34
HST:	4,588.78
Total:	39,887.12

Bidder:

Yellow Lines (53,150 m):	
White Lines (38,943 m):	
Sub-Total:	
HST:	
Total:	

Bidder: **MIDWESTERN LINE STRIPING INC.** Bidder:

Yellow Lines (53,150 m):	13,021.75
White Lines (38,943 m)	9,541.04
Sub-Total:	22,562.79
HST:	2,933.16
Total:	25,495.95

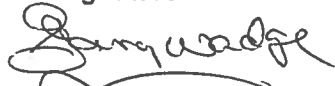
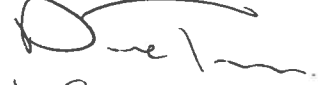
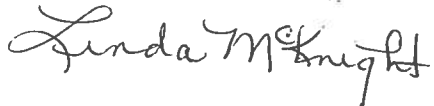
Yellow Lines (53,150 m):	
White Lines (38,943 m):	
Sub-Total:	
HST:	
Total:	

Comment : Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
 Gary Wadge
 Dave Trean
 LINDA MCKNIGHT

Representing
 City of T.S.
 " " "
 CITY OF T.S.

Signature




The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

**Being a by-law to enter into an agreement with
Midwestern Line Striping Inc. for the completion of the
2017 and 2018 Roadway Centre and Edge Line painting
services within the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-011-2017 at the May 16, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with *Midwestern Line Striping Inc.* for the completion of the 2017 and 2018 Roadway Centre and Edge Line Painting at a cost of \$0.245 plus HST per linear metre of painted line marking and \$150 per hour plus HST for pre-marking if required for consideration at the May 16, 2017 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Midwestern Line Striping Inc. for the completion of the 2017 & 2018 Roadway Centre and Edge Line Painting Services at various locations in the City of Temiskaming Shores, at a cost of \$0.245 per linear metre of painted line marking, plus applicable taxes and \$150 per hour plus applicable taxes for pre-marking if required, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Midwestern Line Striping Inc.

for the completion of the 2017 & 2018 Road Centre
and Edge Line Painting Services

This agreement made in duplicate this 16th day of April 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Midwestern Line Striping Inc.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Roadway Centre and Edge Line Painting Services
Tender No. PWO-RFT-002-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **July 31st, of each year (2017 & 2018).**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Twenty-four and Five-Tenths of a Cent (\$0.245) per painted linear metre, plus applicable taxes and \$150 per hour for pre-marking, if required plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the

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

The Contractor:

Midwestern Line Striping Inc.
P.O. Box 159
Clarksburg, ON;
N0H 1J0

The Owner

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

Remainder of this page intentionally left blank

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

Signed and Sealed in)
the presence of)

Midwestern Line Striping Inc.

Contractor)
(if applicable))

President – Sharon Harbottle

Witness
Name: _____
Title: _____

Municipal Seal)

Corporation of the City of Temiskaming Shores

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to
By-law No. 2017-000
Form of Agreement



Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/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 Tender.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

ITEM	QUANTITY	DESCRIPTION	QUOTED BID PRICE PER LM	TOTAL
1	53,150 linear meters	53,150 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in yellow centre line.	.245	\$ 13,021.75
2	38,943 linear meters	38,943 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in white edge line.	.245	\$ 9,541.04
SH Premarking would be \$150/hr			SUB TOTAL	22,562.79
			H.S.T.	2,933.16
			TOTAL	25,495.95

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striper equipment and forming part of the operation process.

Note: I supplied pricing to repaint lines on roads; therefore, scratched out premark, and supplied a separate premark price by the hour. SH
Page 1 of 6 to be submitted



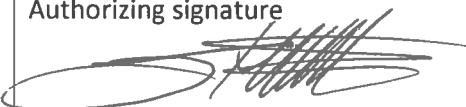
SHARON HARBOTTLE OF
We MIDWESTERN LINE PAINTING Ltd. offer to supply the requirements stated within.

the corresponding total cost of \$ 25,495.95 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within 30 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 25 day of April 2017

Company Name MIDWESTERN LINE STRIPING INC	Contact name (please print) Sharon Harbottle
Mailing Address BOX 159 CLARKSBURG, ONT	Title President
Postal Code N0H1J0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 519. 599. 2775	Fax 519. 599. 4578
Cell Phone if possible 705. 446-6010 Sharon 705. 446-6004 Bob	Email midwestern@roadpainting.ca



City of Temiskaming Shores

**PWO-RFT-002-2017
Roadway Line Painting**

Non Collusion Affidavit

SHARON HARBOTTIE OF
I/We MIDWESTERN LINE STRIPING INC the undersigned, am fully informed respecting the preparation and contents of the attached Tender 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, Tender 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 CLARKSBURG this 25th day of April, 2017

Signed 
Company Name MIDWESTERN LINE STRIPING INC
Title PRESIDENT



**City of Temiskaming Shores
PWO-RFT-002-2017
Roadway Line Painting**

Conflict of Interest Declaration

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 CLARKSBURG this 25th day of April, 2017.

Firm Name MIDWESTERN LINE STRIPING INC.

Bidder's Authorization Official SHARON HARBOTTIE

Title PRESIDENT

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-002-2017
Roadway Line Painting**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)
<i>NO SUB CONTRACTORS REQUIRED FOR THIS JOB.</i>		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

SHARON MARBOTTIG



Printed

Signed

Page 5 of 6 to be submitted



Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name SHARON HARBOTTIE Company Name MIDWESTERN LINE STRIPING INC.

Phone Number _____ 519 599 2775 Address BOX 159 CLARKSBURG, ONT N0H 1J0

I, SHARON HARBOTTIE, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, _____, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: April 05/17

Page 6 of 6 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2017-070

**Being a by-law to enter into an Agreement with
Municipal Automotive Materials Stewardship Inc. (AMS)
for Automotive materials (oils, oil filters and antifreeze)
collected as part of the Municipal Hazardous or Special
Waste – Orange Drop Collection Event**

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 the Minister of the Environment for the Province of Ontario in December 2006 required Waste Diversion Ontario (WDO) to develop a waste diversion program for Municipal Hazardous or Special Waste (MHSW) and that Stewardship Ontario (SO) act as the Industry Funding Organization;

And whereas on August 10, 2016 WDO approved the Automotive Material Stewardship Inc. (AMS) for Automotive Materials pursuant to Section 34 of the *Waste Diversion Act, 2002*;

And whereas Council considered Memo No. 011-2017-PW at the May 16, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement with Municipal Automotive Materials Stewardship Inc. (AMS) for Automotive Materials (oils, oil filters and antifreeze) collected as part of the Municipal Hazardous or Special Waste – Orange Drop Collection Events for consideration at the May 16, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with Municipal Automotive Materials Stewardship Inc. (AMS) for Automotive Materials (oils, oil filters and antifreeze) collected as part of the Municipal Hazardous or Special Waste – Orange Drop Collection Events, a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments and/or contract change order to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment and/or contract change order through a Resolution of Council.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law

Read a first, second and third time and finally passed this 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-070

Agreement between

The Corporation of the City of Temiskaming Shores

and

Automotive Materials Stewardship Inc.

for Automotive Materials as part of the Municipal Hazardous
or Special Waste collection program

MUNICIPAL AUTOMOTIVE MATERIALS SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of April, 2017 (the “**Effective Date**”).

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (“MUNICIPALITY”)

collectively, the “Parties”

Reporting Contract #: _____

WHEREAS:

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario (“WDO”) to develop a waste diversion program for municipal hazardous or special waste (“MHSW”) and that Stewardship Ontario (“SO”) act as the Industry Funding Organization (“IFO”) for the program;
- B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. SO and the Municipality entered into an agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
- D. On May 31, 2016, in accordance with Section 34 of the *Waste Diversion Transition Act, 2016*, AMS submitted an Industry Stewardship Plan (“ISP”) for Automotive Materials (as defined in Section 1.2)
- E. On August 10, 2016, WDO approved the AMS ISP for Automotive Materials pursuant to the provisions of Section 34 of the *Waste Diversion Act, 2002*.
- F. On November 30, 2016, the *Waste-Free Ontario Act, 2016* was proclaimed and replaced the *Waste Diversion Act, 2002*

- G. On November 30, 2016, the Resource Productivity and Recovery Authority (the “Authority”) was proclaimed as part of the new Waste-Free Ontario Act, 2016, replacing the WDO.
- H. On December 20, 2016, the Authority designated April 1, 2017 as the effective date of the ISP for Automotive Materials.
- I. AMS and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to AMS concerning Automotive Materials.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Transition Act, 2016* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) “**Agreement**” means this Agreement and includes all schedules and amendments thereto;
 - (b) “**Automotive Materials**” means the following designated waste materials designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 and as may be further defined by the Minister from time to time:
 - Antifreeze, and the containers in which it is contained
 - Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil
 - Oil filters – after they have been used for their intended purpose
 - (c) “**Business Day**” means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (d) “**Claims Submission**” means submission to AMS of data required to validate claim for payment;
 - (e) “**Collection Services**” means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Automotive Materials onto transportation vehicles, including the manifesting of the Automotive Materials prior to transportation away from the Event or Depot;
 - (f) “**Depot**” means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving Automotive Materials from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (g) “**Diversion Report**” means invoices, Automotive Material tonnage reports, or other such documents as may reasonably be required by AMS from time to time for the validation of Claims Submissions;
 - (h) “**End Processor**” means a Service Provider that processes collected Automotive Materials;
 - (i) “**Event**” means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process Automotive Materials from the public and/or Exempt Small Quantity IC&I Generators;

- (j) **“Exempt Small Quantity IC&I Generator”** means a business that is not required to submit a Generator Registration Report with respect to Automotive Materials under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
- (k) **“FOB”** means free on board;
- (l) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (m) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (n) **“Member Associations”** means representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association;
- (o) **“Minister”** means the Minister of the Environment for the Province of Ontario;
- (p) **“Municipal Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (q) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “D” as amended by AMS from time to time;
- (r) **“Post-Collection Services”** means the management of Automotive Materials after delivery of such Automotive Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Automotive Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (s) **“Service Provider”** means the Municipality and/or a commercial party that provides Municipal Services to AMS or the Municipality as the case may be; and
- (t) **“WeRecycle Portal”** means AMS’s online system for uploading Claims Submissions.

2.0 Municipal Services

2.1. This Agreement is for three different service location types for the provision of Municipal Services by the Municipality to AMS. These are as follows:

- (a) Depot
 - (i) The Municipality or the Municipality’s Service Provider provides Depot Collection Services for Automotive Materials. AMS pays the Municipality an hourly rate for the Collection Services of Automotive Materials.

- (ii) Automotive Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved Automotive Incentive Program (“AIP”) transporters.
- (b) Event
- (i) The Municipality or the Municipality’s Service Provider provides Event Collection Services for Automotive Materials. The Municipality may combine Events with other activities, including collection of non-Automotive Materials. AMS pays the Municipality a cost per tonne of Automotive Materials as per Schedule “B” for the Collection and Post-Collection Services.
- (c) Event (and transportation to Depot)
- (i) The Municipality or the Municipality’s Service Provider provides Event Collection Services for Automotive Materials and transports the collected Automotive Materials to a Depot. AMS pays the Municipality a cost per tonne.
 - (ii) Automotive Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by AIP transporters.

For the purpose of this Agreement, AMS and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide Municipal Services to AMS.

- Depot
- Event
- Event (and transportation to Depot)

2.2. AMS and Municipality may agree in writing at any time to change the service location type under which Municipality is providing Municipal Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

3.0 Price and Payment

3.1. Price

- (a) Municipal Services – Depot. AMS will pay for Municipal Services provided by the Municipality as follows:
- (i) AMS will pay the Municipality the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
 - (ii) Post-Collection Services for Automotive Materials collected at Depots will be paid directly to Service Providers by AMS as part of the AIP.

- (b) Municipal Services - Event. AMS will pay for Municipal Services provided by the Municipality as follows:
 - (i) AMS will pay the Municipality an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive Materials as determined by the Service Provider providing the Post-Collection Services will be used.
- (c) Municipal Services – Event (and transportation to Depot). AMS will pay for Municipal Services provided by the Municipality as follows:
 - (i) AMS will pay the Municipality an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive Materials to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive Materials as determined by the Service Provider providing the Post-Collection Services will be used.
 - (ii) Post-Collection Services for Automotive Materials collected at Events and transported to Depots will be paid directly to Service Providers by AMS as part of AIP.

3.2. Payment

- (a) Municipal Services – Depot.
 - (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the end of each calendar month.
- (b) Municipal Services - Event.
 - (i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive Materials. The Claims Submission is to be submitted by Municipality to AMS within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Municipality within thirty (30) days of receipt and AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Municipality.
- (c) Municipal Services – Event (and transportation to Depot).
 - (i) To receive payment for Event Collection Services and transportation of Automotive Materials to a Depot, the Municipality must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping

manifest(s) with respect to the Automotive Materials. The Claims Submission is to be submitted by Municipality to AMS within thirty (30) days of Municipality receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Municipality.

- 3.3. Municipality will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.
- 3.4. The Municipality will not charge residential Generators of Automotive Materials for collection of Automotive Materials at its Depots or Events.
- 3.5. Late Submission Penalties
 - (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
 - (b) AMS will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

4.0 Term

- 4.1. This Agreement will commence on the Effective Date and its initial term will continue until the expiry of a three (3) year period following the Effective Date. The initial term and any such additional term or terms are herein referred to as the "Term".

5.0 Title and Compliance with Laws

- 5.1. Title to all Automotive Materials collected by Municipality at Events and Depots will belong to Municipality from the time of collection until transfer of the collected Automotive Materials to an approved AIP transporter. At no time will AMS have title to Automotive Materials unless handled directly by AMS employees. Any contract entered into between Municipality and a transporter or an End Processor for Automotive Materials must provide that title transfers in accordance with the Transporter and Processor Standards found on the AMS website at www.automotivematerialsstewardship.ca, as amended from time to time.
 - (a) Notwithstanding the foregoing, if the Municipality operates a reuse program for any Automotive Materials, title to the Automotive Materials being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.

- 5.2. In performing the Municipal Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

6.0 AMS Policies, Standards and Guidelines

- 6.1. AMS may develop or propose amendments, from time to time, to policies, standards and guidelines relative to the provision of Municipal Services. AMS will endeavour to provide the Member Associations sufficient time to comment on the proposed amendments for the purposes of reaching consensus in support of implementing the proposed amendments, and for clarifying potential impacts to the Municipality.
- 6.2. The AMS Collection Site Standards in effect at the time of entering into this Agreement are included in Schedule "D" for convenience.
- 6.3. Municipality will use best efforts to comply with, and will require that any of its contractors supplying Municipal Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the Municipal Services. AMS will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on AMS's website as they are developed.
- 6.4. Municipality may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions of 19.4(b).

7.0 Promotion and Education

- 7.1. Proper education and promotion of the proper end of life management of Automotive Materials is essential to the ISP's success. The Municipality will work cooperatively with AMS in undertaking such promotion and education activities with respect to the ISP for Automotive Materials and collection of the Automotive Materials as set out in Schedule "C" and as may otherwise be reasonably requested by AMS from time to time.

8.0 Indemnity and Insurance

- 8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

- 8.2. The Municipality will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.
- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming AMS as an additional insured with the following language:

“Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

9.0 Assignment

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
 - (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
 - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
 - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is

available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer
Automotive Materials Stewardship
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6

Email: operations@autostewardship.ca

Notices to The Municipality will be delivered to:

G. Douglas Walsh, Director of Public Works
City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0

Email: dwalsh@temiskamingshores.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

11.0 No Partnership or Joint Venture

- 11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

12.0 Severability

- 12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

13.0 Amendment and Waivers

- 13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

14.0 Further Acts

- 14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

15.0 No Third Party Beneficiaries

- 15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

16.0 Counterparts and Facsimile

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

17.0 Force Majeure

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

18.0 Dispute Resolution

- 18.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration.

Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

19.0 Termination

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the “defaulting party”), the Municipality or AMS (the “party giving notice”) may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 19.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 19.1 & 19.4, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 19.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
 - (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
 - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 6.1; or
 - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1, in such instances only AMS may terminate this agreement; or
 - (d) a receiver or trustee is appointed for any part of the assets of AMS; or
 - (e) the Industry Stewardship Plan Agreement between AMS and the Authority is terminated.

20.0 Survival

- 20.1. Articles 8, 19.2 and 26 of this Agreement will survive termination or expiry and continue in full force and effect.

21.0 Additional Conditions

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

22.0 Entire Agreement

- 22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

23.0 Headings for Convenience Only

- 23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

24.0 Governing Law

- 24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

25.0 Legislation References

- 25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

26.0 Confidentiality

- 26.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Municipality will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information. Notwithstanding the foregoing, Municipality may provide Schedule "B" and the financial terms contained therein to the Member Associations solely for the purpose of discussion with AMS as set out in section 4.3 of this Agreement.

To the extent permitted under MFIPPA, Municipality will inform AMS of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Municipality so that AMS will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

27.0 Rights and Remedies

27.1. The rights, remedies and privileges in this Agreement given to the Parties:

- (a) are cumulative and any one or more may be exercised;
- (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
- (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

28.0 Schedules

28.1. Schedules "A" through "D" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

by: _____

Name: David Pearce

Title: Operations Officer

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

by: _____

Name:

Title:

SCHEDULE “A” – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect all Automotive Materials from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
N/A	N/A	N/A	N/A	0	0
TOTAL REIMBURSABLE HOURS					0

Events

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Municipality	Date	Location	Address	Collection Hours	Service Provider
1	<i>Municipality name</i>	<i>Event date</i>	<i>Location name</i>	<i>Full address</i>	<i>ex. 9am - 2pm</i>	<i>SP Name</i>

INITIALLED BY MUNICIPALITY: _____

SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Municipality for Automotive Materials Collection Services as follows:

For Municipal Services – Depot, AMS will pay the Municipality the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Municipal Services – Event, AMS will pay the Municipality a rate of **\$2,200.00** per tonne of Automotive Materials plus applicable taxes.

For Municipal Services – Event (and transportation to Depot), AMS will pay the Municipality a rate of **\$0.00** per tonne of Automotive Materials plus applicable taxes.

INITIALLED BY MUNICIPALITY: _____

SCHEDULE “C” – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Automotive Materials through municipal publications, events and activities that support the Municipality’s waste management strategy. The Municipality will not charge AMS for any promotion or education activities unless AMS has agreed to such charges in advance in writing. AMS’s decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality’s residents of its Collection Accessibility Schedules (see Schedule “A”).

The Municipality must submit to AMS draft copies of all publications using AMS trademarks and logos for approval, which AMS may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS, such as Orange Drop.

SCHEDULE “D” – AMS COLLECTION SITE STANDARDS

The following are AMS’s Collection Site Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on www.automotivematerialsstewardship.ca.

Collection Site Standards

Version: April, 2017



**Automotive
Materials
Stewardship**

To the extent that there is any conflict between these Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations and inform Automotive Materials Stewardship (“AMS”) of such discrepancies. For greater certainty, in the event that the Collection Site Standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the Collection Site Standards as well as with applicable laws and regulations.

Background:

Automotive Materials Stewardship submitted an Industry Stewardship Plan for Automotive Materials to ensure certain hazardous and special wastes are collected and recycled or otherwise safely disposed of in an environmentally appropriate way (the “ISP”).

The Resource Productivity and Recovery Authority approved the ISP submitted by AMS for the following materials (“Automotive Materials”):

- Antifreeze, and containers in which they are contained
- Oil containers that have a capacity of 30 litres or less and that were manufactured for the purpose of containing lubricating oil
- Oil Filters – after they have been used for their intended purpose

The ISP, rules and material definitions can all be viewed in the ISP, posted on the AMS website at www.automotivematerialsstewardship.ca.

Purpose:

These Collection Site Standards define the minimum operating requirements to qualify as a collection site for Automotive Materials. All locations wishing to act as a collection site on behalf of AMS must be approved by AMS or by an approved AMS transporter that has been granted authorization to approve collection sites.

These Collection Site Standards do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection site’s responsibility to be aware of, and abide by, all such legislation and regulations.

AMS reserves the right to review and revise these standards on an ongoing basis. The most current version will be posted on the AMS website. AMS will, as a courtesy, provide notification of changes to active collection sites for which it has current email addresses; however, it is the collection site’s responsibility to regularly check the AMS website for revisions.

Who this applies to:

For the purposes of these standards, a Collection Site Operator means the operator of a location at which Automotive Materials are received from the public and/or a small quantity or IC&I generator, or via the site's internal operations from which a transporter will pick up Automotive Materials and transport it to an approved processor.

Enforcement of these Standards:

Collection site operators shall:

- Provide AMS with all reasonable information relating to these standards or any matter that relates to the ISP or procedures of AMS;
- Acknowledge that AMS has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, AMS may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of AMS are bound by strict confidentiality agreements.

1.0 General Requirements

All collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to be:
 - In possession of and in compliance with all terms in their MOE Environmental Compliance Approval (ECA);
 - In compliance with the Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - In compliance with the federal Transportation of Dangerous Goods Act (TDGA);
 - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
 - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).

- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to AMS of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the ISP.

2.0 Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
 - Employment Standards Act, 2000;
 - Occupational Health and Safety Act, 1990;
 - Workplace Safety and Insurance Act, 1997;
 - Canada Labour Code.
- 2.2 Possess workers' compensation coverage through either a provincial (WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
 - Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3.0 Staff Training

All Collection Site Operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack Automotive Materials in its appropriate waste class according to Waste Packing Standards (refer to Appendix A).
- 3.3 Train staff to differentiate between Automotive Materials that are eligible for collection services under the ISP and other materials that are not (refer to Appendix A).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.

4.0 Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 4.2 Ensure that Automotive Materials are handled and stored as follows:
 - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
 - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
 - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick- up of Automotive Materials; and
 - Have adequate security measures in place to prevent Automotive Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 4.3 All waste must be packed in an approved UN container and all materials transported must be contained in accordance with TDGA requirements.
- 4.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 4.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 4.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 4.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 4.8 Contamination allowances:
 - Reasonable efforts must be taken to minimize contamination.
 - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.

- Contamination levels in transport containers (mis-packed Automotive Materials, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> • Antifreeze returned in containers with a volume of 30 litres or less. • Antifreeze recovered from vehicles at automotive service centres. 	<ul style="list-style-type: none"> • Plumbing antifreeze; • Vehicle windshield antifreeze; • Product marketed as industrial heat transfer fluid; • Fuel (gasoline & diesel) antifreeze; Lock de-icer; • Air brake antifreeze; • Antifreeze which does not contain ethylene or propylene glycol; • Containers used to deliver Antifreeze with a capacity greater than 30 litres. 	<ul style="list-style-type: none"> • Residential • All IC&I
2	Empty Auto Containers Or Empty Auto Containers - Shredded	<ul style="list-style-type: none"> • Antifreeze containers that are 30 litres or less; • Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil. • Note: Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideway lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil. 	Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.	<ul style="list-style-type: none"> • Residential • All IC&I

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> • Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications; • Diesel fuel filters; • Household furnace fuel filters; • Coolant filters; • Storage tank diesel fuel filters; • Plastic & paper element style filters; • Diesel fuel filters used at retail commercial pump islands 	<ul style="list-style-type: none"> • Gasoline fuel filters; • Air filters (automotive or non-automotive); • Household furnace air filters; • Sock-type filters 	<ul style="list-style-type: none"> • Residential • All IC&I

The Corporation of the City of Temiskaming Shores
By-law No. 2017-071
Being a by-law to establish Tax Ratios for 2017

Whereas The Corporation of the City of Temiskaming Shores is required to establish tax ratios pursuant to Section 308 of the Municipal Act, 2001, as amended;

And whereas the tax ratios determine the relative amount of taxation to be borne by each property class;

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

The tax ratios for the municipality for 2016 are as follows:

Residential/Farm	1.000000
Multi-Residential	2.471085
New Multi-Residential	1.000000
Commercial	1.991354
Commercial Exc. Land	1.393948
Commercial Vac. Land	1.393948
Industrial	2.380147
Industrial Exc. Land	1.547096
Industrial Vac. Land	1.547096
Landfill	3.129653
Pipeline	0.852730
Farmlands	0.250000
Managed Forests	0.250000

Read a first, second and third time and finally passed this 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-072

**Being a by-law to provide for the adoption of 2017 tax rates
for municipal and school purposes and to further provide
penalty and interest for payment in default**

Whereas as per Section 290(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipal council adopted the 2017 Municipal Budget with By-Law No. 2017-060 on April 16, 2017 which included estimates of all sums required during the year for the purposes of the municipality;

And whereas as per Section 307 (2) (b) of the Municipal Act, S.O. 2001, c.25, as amended, the tax rates and the rates to raise the fees or charges shall be in the same proportion to each other as the tax ratios established under Section 308 for the property classes are to each other;

And whereas as per Section 308 (3) of the Municipal Act, S.O. 2001, c.25, as amended, the tax ratios are the ratios that the tax rate for each property class must be to the tax rate for the residential/farm property class where the residential/farm property class tax ratio is 1 and, despite this section, the tax ratio for the farmlands property class and the managed forests property class prescribed under the Assessment Act;

And whereas as per Section 312 (2) of the Municipal Act, S.O. 2001, c.25, as amended, provides that for the purposes of raising the general local municipal levy, the council of a local municipality shall, after the adoption of estimates for the year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

And whereas as per Section 345(1) of the Municipal Act S.O. 2001, c.25, as amended, a municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date;

And whereas Council has set tax ratios under the authority of By-law No. 2017-071 as adopted on May 16, 2017.

And whereas the 2017 levy for municipal purposes is \$12,808,279.

And whereas certain education rates are provided in various regulations and commercial and industrial education amounts have been requisitioned by the Province.

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

1. That the tax rates for 2017 for municipal and education purposes be hereby set as per Schedule "A" hereto attached and forming part of this by-law;
2. That all charges shall be added to the tax roll and shall become due and payable in

two (2) instalments as follows:

50% of the final levy for all classes shall become due and payable on the 17th day of July, 2017;

50% of the final levy for all classes shall become due and payable on the 15th day of September, 2017;

3. That non-payment of the amount, as noted, on the dates stated in accordance with the by-law constitutes default and that all taxes of the levy which are in default after the noted due dates shall be added a penalty of 1.25% per month, until December 31st, 2017; and
4. That all taxes unpaid as of December 31, 2017 shall be added a penalty at the rate of 1.25% per month for each month or fraction thereof in which the arrears continue.

Read a first, second and third time and finally passed this 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law 2017-072

General Tax Rates			
	Municipal	Education	Total
Residential	0.0122494	0.0017900	0.0140394
Multi - Residential	0.0296989	0.0017900	0.0314889
New Multi-Residential	0.0122494	0.0017900	0.0140394
Commercial Occupied	0.0241630	0.0114000	0.0355630
Commercial Excess/Vacant Land	0.0169142	0.0079800	0.0248942
Industrial Occupied	0.0291554	0.0114000	0.0405554
Industrial Excess/Vacant Land	0.0189510	0.0074100	0.0263610
Landfill	0.0383364	0.0114000	0.0497364
Pipelines	0.0104454	0.0084122	0.0188576
Farmland	0.0030624	0.0004475	0.0035099
Managed Forest	0.0030624	0.0004475	0.0035099
New Liskeard Business Improvement Area			0.0017510

The Corporation of the City of Temiskaming Shores

By-law No. 2017-073

**Being a by-law to adopt optional tools for the purpose of
administering limits for the Commercial and Industrial
property classes**

Whereas the Corporation of the City of Temiskaming Shores (hereinafter referred to as "*the Municipality*") may, in accordance with Section 329.1 of the *Municipal Act*, 2001, S.O. 2001 c25, as amended (hereinafter referred to as "*the Act*"), and Ontario Regulation 73/03, as made and amended under *the Act*, modify the provisions and limits set out in Part IX of *the Act*, with respect to the calculation of taxes for municipal and school purposes for properties in the commercial and industrial property classes;

And whereas this by-law shall only apply to properties in any of the Commercial and Industrial property classes to which Part IX of *the Act* applies;

And whereas for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class;

And whereas "uncapped taxes" means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of part IX of *the Act*;

And whereas "capped taxes" means, the taxes for municipal and school purposes that shall be levied for the taxation year as a result of the application of Part IX of *the Act*;

And whereas Council may pass a by-law to apply any one or any combination the following options:

- a) Increase the annual cap from 5% of last year's capped taxes up to a maximum of 10% of last year's capped taxes; and/or
- b) Set an upper limit on annual increases at the greater of the amount calculated under (a) and up to 10% of the previous year's annualized CVA tax; and/or
- c) Establish a capping adjustment threshold of up to \$500 for increasing properties, decreasing properties or both, whereby no capping adjustment less than the threshold amount would be applied; and/or
- d) Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year, and/or
- e) Exempt properties from the capping calculation where the previous year's capped taxes were less than previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes, or vise-versa.

- f) "Exit Capping Immediately" if a particular capped class is eligible. A class is eligible for this option when all properties in the class were taxed at CVA tax at previous year's final billing based on OPTA's frozen Capping Report.
- g) "Capping Phase-Out" if a particular capped class is eligible. A class is eligible for this option when all properties in the class were within 50% CVA tax at the time of the previous year's final billing based on OPTA's frozen Capping Report.

And whereas a by-law passed to adopt the provisions of Section 329.1 paragraphs 1 and 2 of *the Act* provides that such provisions shall also apply to Section 332 of *the Act* with respect to the "tenant cap" calculations;

And whereas the Council has reviewed the provisions of Section 329.1 of *the Act* and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial and Industrial property classes;

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

1. That paragraphs 1, 2, and 3, of Section 329.1(1) of the Act shall apply to the Commercial and Industrial property classes for 2017;
2. And that:
 - (i) In determining the amount of taxes for municipal and school purposes for the year under Section 329 (1) and the amount of the tenant's cap under Section 332 (5), the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of Section 329 (1), and the increasing amount under paragraph 2 of Section 332 (5),
 - (a) The percentage set out in Section 329(1) paragraph 2 and in Section 332 (5) paragraph 2 shall be ten per cent (10%), and
 - (b) The amount of uncapped taxes for the previous year multiplied by five per cent (10%).
 - (ii) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under Section 329, as modified under Section 329.1 of *the Act* and this by-law, by two-hundred and fifty dollars (\$500.00) or less.
 - (iii) The Exit Capping Immediately option shall be utilized for the Commercial and Industrial property classes as the classes meet the within 50% CVA taxes requirement.

3. And that paragraphs 1, 2 and 3, of Subsection 8.0.2(2) of Ontario Regulation 73/03 shall apply to the Commercial and Industrial property classes for 2017.
4. And that properties that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of *The Act* for the 2011 taxation year:
 - (i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year.
 - (ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.
 - (iii) The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.
5. And that for all properties that become eligible within the meaning of Section 331 (20) of *the Act*, the taxes for municipal and school purposes for the year or portion of the year shall be the greater of,
 - (i) The amount of the taxes determined for the property for 2017 under Section 331 (2), and
 - (ii) The amount of the uncapped taxes for the property for 2017 multiplied by one hundred per cent (100%).

Read a first, second and third time and finally passed this 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores
By-law No. 2017-074
Being a by-law to establish decrease limits for certain
property classes

Whereas The Corporation of the City of Temiskaming Shores may limit tax decreases for a taxation year pursuant to s.330. of the *Municipal Act*, 2001, S.O. 2001 C.25, as amended (hereinafter referred to as the “*Act*”) in order to provide for the recovery of foregone revenue resulting from the application of s.329 of the *Act* as modified by s.329.1 of the *Act*;

And whereas this by-law shall only apply to properties in a property class to which Part IX of the *Act* applies;

And whereas for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class;

And whereas limits to the tax decreases for any class may only be established in order to recover all or part of the foregone revenue in respect of the same property class;

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

1. That pursuant to Section 330 of the *Municipal Act*, for the taxation year 2017, tax decreases for property in the following classes shall be subject to the following limitations:

Property Class	%Decrease Retained	%Decrease Clawback
Commercial Property Class	0%	0.0%
Industrial Property Class	0%	0.0%

Where:

- a) *Per Cent Decreased Retained* means the proportion of an anticipated assessment related tax decrease that is passed through in accordance with Part IX of the *Act*, and
 - b) *Per Cent Decrease Clawback* means the proportion of an anticipated assessment related tax decrease that is withheld in accordance with Part IX of the *Act*.
2. This by-law shall come into force and effect on the day of its final passing.
 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law, 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 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-075

**Being a by-law to enter into an agreement with
Midwestern Line Striping Inc. for the completion of the
2017 and 2018 Roadway Centre and Edge Line painting
services within the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-011-2017 at the May 16, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with *Midwestern Line Striping Inc.* for the completion of the 2017 and 2018 Roadway Centre and Edge Line Painting at a cost of \$0.245 plus HST per linear metre of painted line marking and \$150 per hour plus HST for pre-marking if required for consideration at the May 16, 2017 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Midwestern Line Striping Inc. for the completion of the 2017 & 2018 Roadway Centre and Edge Line Painting Services at various locations in the City of Temiskaming Shores, at a cost of \$0.245 per linear metre of painted line marking, plus applicable taxes and \$150 per hour plus applicable taxes for pre-marking if required, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-075

Agreement between

The Corporation of the City of Temiskaming Shores

and

Midwestern Line Striping Inc.

for the completion of the 2017 & 2018 Road Centre
and Edge Line Painting Services

This agreement made in duplicate this 16th day of April 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Midwestern Line Striping Inc.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Roadway Centre and Edge Line Painting Services
Tender No. PWO-RFT-002-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **July 31st, of each year (2017 & 2018).**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Twenty-four and Five-Tenths of a Cent (\$0.245) per painted linear metre, plus applicable taxes and \$150 per hour for pre-marking, if required plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the

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

The Contractor:

Midwestern Line Striping Inc.

P.O. Box 159
Clarksburg, ON;
N0H 1J0

The Owner

**Corporation of the City of
Temiskaming Shores**

P.O. Box 2050
Haileybury, Ontario
P0J 1K0

Remainder of this page intentionally left blank

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

Signed and Sealed in)
the presence of)

Contractor)
(if applicable))

Municipal Seal)

Midwestern Line Striping Inc.

President – Sharon Harbottle

Witness
Name: _____
Title: _____

Corporation of the City of Temiskaming Shores

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to
By-law No. 2017-075
Form of Agreement



Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/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 Tender.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

ITEM	QUANTITY	DESCRIPTION	QUOTED BID PRICE PER LM	TOTAL
1	53,150 linear meters	53,150 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in yellow centre line.	.245	\$ 13,021.75
2	38,943 linear meters	38,943 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in white edge line.	.245	\$ 9,541.04
SH Premarking would be \$150/hr			SUB TOTAL	22,562.79
			H.S.T.	2,933.16
			TOTAL	25,495.95

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striper equipment and forming part of the operation process.

Note: I supplied pricing to repaint lines on roads; therefore, scratched out premark, and supplied a separate premark price by the hour. SH
Page 1 of 6 to be submitted



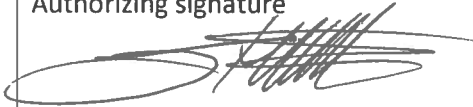
SHARON HARBOTTLE OF
We MIDWESTERN LINE PAINTING Ltd. offer to supply the requirements stated within.

the corresponding total cost of \$ 25,495.95 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within 30 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 25 day of April 2017

Company Name <u>MIDWESTERN LINE STRIPING INC</u>	Contact name (please print) <u>Sharon Harbottle</u>
Mailing Address <u>Box 159 Clarksburg, ONT</u>	Title <u>President</u>
Postal Code <u>N0H1J0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>519. 599. 2775</u>	Fax <u>519. 599. 4578</u>
Cell Phone if possible <u>705. 446-6010 Sharon 705. 446-6004 Bob</u>	Email <u>midwestern@roadpainting.ca</u>



City of Temiskaming Shores

**PWO-RFT-002-2017
Roadway Line Painting**

Non Collusion Affidavit

SHARON HARBOTTIE OF
I/We MIDWESTERN LINE STRIPING INC the undersigned, am fully informed respecting the preparation and contents of the attached Tender 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, Tender 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 CLARKSBURG this 25th day of April, 2017

Signed



Company Name

MIDWESTERN LINE STRIPING INC

Title

PRESIDENT



**City of Temiskaming Shores
PWO-RFT-002-2017
Roadway Line Painting**

Conflict of Interest Declaration

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 CLARKSBURG this 25th day of April, 2017.

Firm Name MIDWESTERN LINE STRIPING INC.

Bidder's Authorization Official SHARON HARBOTTIE

Title PRESIDENT

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-002-2017
Roadway Line Painting**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)
<i>NO SUB CONTRACTORS REQUIRED FOR THIS JOB.</i>		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

SHARON MARBOTTIG



Printed

Signed

Page 5 of 6 to be submitted



Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name SHARON HARBOTTIE Company Name MIDWESTERN LINE STRIPING INC.

Phone Number _____ 519 599 2775 Address BOX 159 CLARKSBURG, ONT N0H 1J0

I, SHARON HARBOTTIE, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, _____, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: April 05/17

The Corporation of the City of Temiskaming Shores

By-law No. 2017-076

**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 16, 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 16, 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 16th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen