



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, September 5, 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 – August 8, 2017

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

7.1. *Land Purchase Request – Radley Hill Road*

Requester: Frank Stap

Subject Land: Lot 66 on Plan M-79 N.B. (Radley Hill Rd.)

Purpose: The Requester received Minor Variance approval for a reduced setback from the west property line for a detached garage; however a land survey has determined a portion of the footprint for the garage sits on Lot 66. Acquisition of Lot 66 would permit the development of the property as proposed.

7.2. *Peters Road Municipal Drain*

Subject Land: Peters Road between Drive-In Theatre and Highway 65 E

Petitioner(s): Roads Authority (City of Temiskaming Shores) / Chieftan Dairy Farms

Purpose: Construction of Drainage Works to alleviate damage to Peters Road

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

a) Allison Stanley, Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

Re: Ministry of Natural Resources and Forestry commits to delaying the posting of the Draft Species at Risk Guide

Reference: Received for Information

b) Honorable Steven Del Duca, Minister of Transportation

Re: Response Letter in regards to Mowat Landing Road, Silver Centre Road and Firstbrook Line Road

Reference: Referred to Public Works Committee

c) Paul Dubé, Ombudsman of Ontario

Re: 2016-17 Annual Ombudsman Report

Reference: Received for Information – Full report available in Clerk's Office

d) Marc Dupont, Board Treasurer – Cochrane Temiskaming Waste Management Board

Re: Final Distribution of funds – Disbandment of CTWMB

Reference: Motion under New Business

e) Cathy MacMunn, Clerk Administrator – Township of Central Frontenac

Re: Request for Support – Bill 68 Changes Regarding Tax Registration Procedures

Reference: Motion under New Business

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. e) 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 Earlton-Timiskaming Regional Airport Authority (ETRAA) meeting held on June 22, 2017;
- b) July 2017 Earlton-Timiskaming Regional Airport Authority (ETRAA) Activity Report; and
- c) Minutes of the Temiskaming Transit Committee meeting held on August 9, 2017.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Corporate Services Committee meeting held May 30, 2017.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Support Resolution – Request for Economic Impact Analysis**

Draft Motion

Whereas the Province of Ontario has recommended changes to the Employment Standards Act; and

Whereas the Province of Ontario has many municipalities with differing and unique economic circumstances; and

Whereas to protect jobs against unintended consequences that may come about as a result of implementing these changes.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Ontario Chamber of Commerce's request that an Economic Impact Analysis be done of the proposed reforms prior to implementation; and

Furthermore that a copy of this resolution be sent to the Honourable Kathleen Wynne, Premier; Andrea Horwath, Leader of the New Democratic Party; Patrick Brown Progressive Leader of the Conservative Party; John Vanthof, MPP Timiskaming Cochrane and the Association of Municipalities of Ontario.

b) Support Resolution – Township of Central Frontenac – Bill 68 Changes regarding Tax Registration Procedures

Draft Motion

Whereas the Township of Frontenac and the Municipality of Killarney have requested support in regards to proposed changes under Bill 68 pertaining to out of court payments; and

Whereas the proposed amendments to Section 380 (8) and (9) of the Municipal Act, 2001 as a result of Bill 68 would see out of court payments, currently paid to municipalities, revert back to the Crown; and

Whereas tax sale proceedings involve a significant amount of staff time which is an expense to a municipality and it is only fair that municipalities continue to be eligible for these payments out of court; and

Whereas tax sale revenues assist municipalities with various expenditures which assist to alleviate the burden of the reduction of revenues of various Provincial grants/programs and the continual "downloading" upon small municipalities.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby requests the Minister of Municipal Affairs to reconsider the proposed changes under Bill 68 pertaining to out of court payments; and

Further be it resolved that a copy of this resolution be forwarded to the Premier of Ontario, Minister of Municipal Affairs, MPP John Vanthof, and the Association of Municipalities of Ontario.

c) Administrative Report No. PPP-007-2017 – Fire Services Agreement with Township of Harris

Draft Motion

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

That Council approves entering into an agreement with the Township of Harris for the provision of Fire Protection Services as outlined in Appendix 02 hereto attached; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 5, 2017 Regular Council meeting.

d) Memo No. 014-2017-PW – Ontario Community Infrastructure Fund (OCIF) – 2017 Top-up Fund Application

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2017-PW; and

That Council authorizes the submission of an application to the 2017 OCIF for Top-up Funding for the “*Rehabilitation of Lakeshore Road, King Street and West Road in the City of Temiskaming Shores Project*” prior to the submission deadline date of September 27, 2017.

e) Administrative Report No. PW-029-2017 – Accessibility Upgrades – Dymond Community Hall – Award of Contract to G. Belanger Construction

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-029-2017; and

That Council directs staff to prepare the necessary by-law and agreement with G. Belanger Construction Limited for accessibility upgrades at Dymond Hall at an upset limit of \$75,000 plus applicable taxes for consideration at the September 5, 2017 Regular Council meeting.

f) Administrative Report No. PW-030-2017 – STREETSCAN Agreement – LAS Roads Assessment Survey

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-030-2017 and more specifically Appendix 04 - Draft Agreement with STREETSCAN for the completion of the Roads Assessment Survey for all bituminous treated roads in Temiskaming Shores;

That Council further acknowledges that the completion of the Roads Assessment Survey is conditional on the municipality obtaining a Federation of Canadian Municipalities “*Municipal Asset Management Program*” grant;

That Council confirms the commitment of up to \$15,000 from its 2017 budget towards the cost of this initiative; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 5, 2017 Regular Council meeting.

g) Administrative Report No. PW-031-2017 – Contract Award to Miller Paving – Stockpiling of Winter Sand

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-031-2017;

That as outlined in Section 6 of the City’s *Procurement Policy*, Council approves the award of the 2017 Supply, Mix and Stockpile of Winter Sand contract to *Miller Paving Limited* at a unit price of \$7.67 per tonne plus applicable taxes and to Remix Existing Stockpiles at a unit cost of \$3.67 per tonne plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 5, 2017 Regular Council meeting.

h) Memo No. 007-2017-RS – Temiskaming Shores Minor Hockey Association – Request for use of facilities to host Hockey Skills Camp

Draft Motion

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

That Council approves the request of Temiskaming Shores Minor Hockey and directs staff to permit the use of the Don Shepherdson Memorial Arena and the Pool Fitness Centre at no charge on September 11, 2017 to host a Hockey Skills Camp provided through Hockey Canada.

i) Administrative Report No. RS-008-2017 – Evaluation Consultant – Healthy Kids Community Challenge program

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with Clearlogic Consulting Professionals to conduct an Impact Evaluation of the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway for consideration at the September 5, 2017 Regular Council meeting.

j) Memo No. 007-2017-CGP – Northern Ontario Mining Showcase – 2018 Prospectors and Developers Association of Canada (PDAC) Convention

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Industry (FedNor) for the Northern Ontario Mining Showcase at the 2018 Prospectors and Developers of Canada Convention (PDAC) for consideration at the September 5, 2017 Regular Council meeting.

k) Memo No. 008-2017-CGP – NOHFC Application – Temiskaming Region Business Training Series

Draft Motion

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

That Council further acknowledges that City of Temiskaming Shores, Enterprise Temiskaming, South Temiskaming Community Futures Development Corporation and Temfund will be hosting the **Temiskaming Region Business Training Series** as part of Small Business week.

l) Memo No. 023-2017-CS – Clerk Designation – Civil Marriage Solemnizations – Nicole Guertin

Draft Motion

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

That Council hereby approves the Clerk’s delegation of authority to Nicole Guertin for the provision of civil marriage solemnization services in the Province of Ontario.

m) January to August 2017 – Capital Projects Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to August 2017 Year-to-date Capital Report for information purposes.

n) Memo No. 024-2017-CS – Disbandment of Cochrane Temiskaming Waste Management Board (CTWMB) – Final Independent Auditor’s Reports and Financial Statements

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 024-2017-CS;

That Council acknowledges receipt and approval of the Cochrane Temiskaming Waste Management Board (CTWMB) Independent Auditor’s Reports and Financial Statements dated December 31, 2015; December 31, 2016; and Interim Statements to June 30, 2017; and

That Council approves waiving clause 2.(a)(vi) of the agreement to have the financial statements audited for the final year and instead have a notice to reader attached to the final year Financial Statements.

o) Administrative Report No. CS-032-2017 – Land Disposal – Lot 66 Plan M-79 N.B. – Radley Hill Road (Frank Stap)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-032-2017; and

That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Mr. Frank Stap as the purchaser and the City of Temiskaming Shores as the vendor for Lot 66 on Plan M 79 N.B. (Radley Hill Rd) in the amount of \$1,043 plus all costs (legal, survey, registration, etc.) in accordance with Section 8 of By-law No. 2015-160 for consideration at the September 19, 2017 Regular Council meeting.

p) Administrative Report No. CS-033-2017 – Peters Road Municipal Drain – Contract Award to Pedersen Construction

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-033-2017; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the installation of drainage works, known locally as Peters Road Municipal Drain, in the City of Temiskaming Shores in the amount of \$69,850 plus applicable taxes for consideration at the September 5, 2017 Regular Council meeting.

q) Administrative Report No. CS-022-2017 – Employee Benefit Plan Renewal

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2017; and

That Council for the City of Temiskaming Shores approves the renewal of the Great West Life Employee Benefit Administrative Services Only (ASO) Plan (administered through Dibrina Sure Benefits Consulting Inc.) with premiums of \$278,472 for 2017-2018 in addition to the costs paid by the City for medical events and health benefits as they are incurred with applicable administrative fees.

r) Approval of attendance to the Rural Ontario Municipalities Association (ROMA) Conference – January 21-23, 2018

Draft Motion

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of _____ and _____ to the Rural Ontario Municipalities Association (ROMA) Conference scheduled for January 21 to January 23, 2018 in Toronto; and

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

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-105 Being a by-law to enact a Zoning by-law Amendment to rezone property from Medium Density Residential (R3) to Medium Density Residential Exception 18 (R3-E18) in the Town of New Liskeard Zoning By-law 2233 – 258 Farah Avenue (Plan M-34 N.B., Lots 50 and 51, Parcels 1384 NND and 2059 NND) – Roll No. 54-18-010-005-092.00

By-law No. 2017-106 Being a by-law to authorize an agreement with Pedersen Construction (2013) Inc. for the construction of drainage works locally known as the Peters Road Municipal Drain

By-law No. 2017-107 Being a by-law to enter into a Fire Protection Agreement with The Corporation of the Township of Harris

By-law No. 2017-108 Being a by-law to enter an agreement with G. Belanger Construction for Accessibility Upgrades at the Dymond Community Hall

By-law No. 2017-109 Being a by-law to enter into an agreement with STREETSCAN Inc. to perform pavement inspections and management services

By-law No. 2017-110 Being a by-law to enter into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand at various locations within the City of Temiskaming Shores

By-law No. 2017-111 Being a by-law to enter into an agreement with Clearlogic Consulting Professionals to conduct an Impact Evaluation of the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway

By-law No. 2017-112 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the Northern Ontario Pavilion at the 2018 PDAC Event March 4 to 7, 2018

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-105;

By-law No. 2017-106;

By-law No. 2017-107;

By-law No. 2017-108;

By-law No. 2017-109;
By-law No. 2017-110;
By-law No. 2017-111; and
By-law No. 2017-112;

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

17. Schedule of Council Meetings

- a) Regular – Tuesday, September 19, 2017 at 6:00 p.m.
- b) Regular – Tuesday, October 3, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Adoption of the July 11, 2017 – Closed Session Minutes**
- b) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Intersection of Roland Road and Raymond Street – District of Timiskaming Social Services Administration Board Affordable Housing Proposal**
- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Grant Drive (8.7 acres of Vacant Land)**
- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Lots 16, 17, 18 and 19 (Dymond Industrial Park)**

- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land – 884045 Highway 65 West**
- f) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land – 100 Rorke Avenue (Vacant Land)**
- g) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Human Resources Monthly Report**
- h) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Negotiations with Management/Non-Union Staff**
- i) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – 285 Whitewood Avenue (New Liskeard Medical Centre)**

Draft Motion

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

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-113 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **September 5, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-113 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, August 8, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:00 p.m.

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Steve Burnett, Technical & Environmental Compliance Coordinator
Kelly Conlin, Director of Corporate Services (A)
Tammie Caldwell, Director of Recreation
Steve Langford, Fire Prevention Officer
James Franks, Economic Development Officer
Jennifer Pye, Planner

Regrets: Councillors Patricia Hewitt and Jeff Laferriere

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

Members of the Public Present: 7

3. Review of Revisions or Deletions to Agenda

Deletions:

Under Item 15 – New Business delete:

- a) Participation of Mayor Kidd – Northern Ontario Service Deliveries Association (NOSDA)

Note: Municipal Clerk, David B. Treen indicated that Councillor Hewitt called earlier in the day to indicate she would not be able to attend the meeting and requested that her Notice of Motion (above) be withdrawn.

4. Approval of Agenda

Resolution No. 2017-304

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2017-305

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Regular Meeting of Council – July 11, 2017

Carried

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

None

8. Question and Answer Period

Molly Ward – 95 Niven Street South

Molly thanked Council for the recent installation of the watermain as well as the surface treatment applied to Niven St. South.

Molly also brought to Council's attention that a fire hydrant located at Niven St. S. and Cobalt St. is not visible from the street at certain angles due to height of weeds. It was indicated that Public Works would address the weed issue.

9. Presentations / Delegations

- a) Lorne Hillcoat, Business Development Coordinator – Temiskaming Development Fund Corporation

Re: TEMFUND Update

Mr. Hillcoat introduced Mr. Kevin Reynolds as the newest member on the TEMFUND Board who is also the President of the Canadian Seed Growers Association. The Board has recognized the significant contribution that the agricultural sector has in this area and sought representation on the Board.

Mr. Reynolds outlined that the City of Temiskaming Shores is a very important part of TEMFUND and spoke to the succession planning being developed as Lorne has showed interest in retiring and TEMFUND hopes to keep the services going for another 20 years.

Mr. Hillcoat outlined that TEMFUND has been around for twenty-seven years with a board of directors and ran by the Provincial government for the first seven years. In 1997 it was totally divested and currently has no ties to any provincial agencies. TEMFUND has funded some major projects over the years; however since the last financial crisis (8 or 9 years ago), Tem Fund has had some significant hits to its portfolio. Reserves are too tight to provide funding to the local municipalities as was done regularly in the past. TEMFUND still assists with Industrial clients and avoid retail clients. The current cap for loans to clients is \$1 M, but the Board is currently rethinking that and may reduce loan assistance down to \$500 k.

Mr. Hillcoat indicated that if there is a vacancy on the Board, TEMFUND normally approaches the Mayor of the day and requests a couple of good candidates from the business sector that TEMFUND could approach to become a member on the Board. At the annual general meeting it was recommended that the Board remain as is during the transition period between his retirement and training of a replacement.

Mr. Reynold outlined that this fall (second week in November) TEMFUND will have a guest speaker Donald Cooper (Cooper sports) who will be speaking

in regards to small businesses and how a small family business can fall apart and some tips on how to get around it.

Mayor Kidd thanked Lorne and Kevin for their presentation.

10. Communications

- a) Association of Municipalities of Ontario

Re: Proposed Asset Management Planning Regulation under the *Infrastructure for Jobs and Prosperity Act*

Reference: Received for Information

- b) Linda McLean, Clerk-Administrator – Town of Iroquois Falls

Re: Support – Asset Management Planning

Reference: Received for Information

- c) Allison Stanley, Executive Director – Federation of Northern Ontario Municipalities (FONOM)

Re: Request for Support – Made-in-Ontario Species at Risk Guide

Reference: Motion to be presented under New Business

- d) Liz Harding, Assistant Deputy Minister (Municipal Services Division) and Jim Cassimatis, Assistant Deputy Minister (Business Management Division) – Ministry of Municipal Affairs

Re: Update – Residential Tenancies Act, 2006 Amendments – Municipal Enforcement of Residential Rental Maintenance Standards

Reference: Referred to By-law/Property Standards Enforcement Officers

- e) Scott Butler, Manager, Policy and Research – Ontario Good Roads Association (OGRA)

Re: Municipal Infrastructure Project Bundling Initiative

Reference: Motion to be presented under New Business

f) Briana Bloomfield, Deputy Clerk – City of Owen Sound

Re: Request for Support – Economic Impact Analysis

Reference: Received for Information

g) Kelly Black, Housing Manager – District of Timiskaming Social Services Administration Board

Re: Expression of Interest – Vacant Land for Affordable Housing - Corner of Raymond Street and Roland Road

Reference: Referred to City Clerk

h) Allan Boudreau, Director – Timmins Forest Products

Re: Request for Access across Municipal property

Reference: Referred to Corporate Services

i) Erin Hannah, Assistant Deputy Minister – Ministry of Community and Social Services

Re: Invitation to Participate in the District Social Services Administration Board Review

Reference: Motion to be presented under New Business

Resolution No. 2017-306

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-307

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Temiskaming Shores Police Services Board meeting held on March 20, 2017;
- b) Minutes of the Temiskaming Shores Police Services Board meeting held on July 17, 2017;
- c) Minutes of the Temiskaming Transit Committee meeting held on July 5, 2017;
- d) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on May 31, 2017; and
- e) Minutes of the OCWA consultation meeting held on July 12, 2017.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2017-308

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Building Maintenance Committee meeting held on July 6, 2017;
- b) Minutes of the Public Works Committee meeting held on July 6, 2017;
- c) Minutes of the Protection to Persons and Property Committee meeting held on July 6, 2017; and
- d) Minutes of the Protection to Persons and Property Committee meeting held on July 26, 2017.

Carried

13. Reports by Members of Council

Councillor Whalen reported on the following:

- AMO Conference: Both Councillor Hewitt and Whalen will be attending the AMO Conference next week in Ottawa and outlined that if there are any issues any member of Council would like addressed to let him know.

14. Notice of Motions

None

15. New Business

a) Request for Support – FONOM – Ministry of Natural Resources and Forestry – Species at Risk Guide

Resolution No. 2017-309

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Whereas the Ministry of Natural Resources and Forestry (MNRF) is planning to post a draft Species at Risk (SAR) Guide to the Environmental Registry for 28 species; and

Whereas the MNRF has failed to consult and work with affected stakeholders and forestry dependent communities on the development of the draft SAR guide; and

Whereas municipal leaders have consistently requested the MNRF complete and share with municipalities socio-economic impact analysis on all policy impacting forestry; and

Whereas MNRF has conducted analysis for one prescription, caribou, and the analysis clearly demonstrates that mills will close; and

Whereas there has been no analysis of the cumulative socio-economic impact of all SAR rules contained within the guide (prescriptions) of multiple species; and

Whereas Ontario has world-class legislation, the Crown Forest Sustainability Act (CFSA), which provides balanced and sustainable forest management; and

Whereas the Endangered Species Act's (ESA) mandate of the protection and recovery of individual species at risk conflicts with the multi-species and multi-value approach of the CFSA, threatening forest sustainability; and

Whereas government in 2007 committed to realizing CFSA equivalency to the ESA, acknowledging that the under the CFSA, the forest sector must implement SAR rules (prescriptions); and

Whereas even under a Section 55 Rules in Regulation "exemption", the forest sector must implement SAR rules (prescription); and

Whereas if the government continues to implement flawed ESA policy, mills will close, jobs will be lost, and forestry dependent communities will be decimated.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby supports the Federation of Northern Ontario Municipalities (FONOM) and calls upon the Government of Ontario to permanently delay the posting of the made-in-Ontario Species at Risk (SAR) Guide which contains prescriptions (rules) for 28 species by 2 years; and

Further be it resolved that with respect to caribou, the Government of Ontario immediately modify Ontario's proposed caribou prescription by moving the caribou range north to reflect animal collaring data, moving away from the national 35% disturbance threshold, and acknowledging that other factors are threatening caribou recruitment and survival; and

Further be it resolved the Government of Ontario support its forest sector and the 175,000 hardworking men and women, directly and indirectly, who live in communities in every region of the province by asking the Government of Canada to postpone the October 5, 2017 deadline for completing plans and acknowledging recovery could require timeframes in excess of 50 to 100 years; and

Further be it resolved the Government of Ontario leave no worker, region or family behind by ensuring provincial policy supports at a minimum, current forestry operations and does not reduce the forest sector and its employment to a seasonal activity; and

Further be it resolved the Government of Ontario extend the current Section 55 Regulation (exemption), which currently expires on June 30, 2018, for another 5 years recognizing that the CFSA ensure that all forest management in Ontario provides for all 3 pillars of sustainable development – economic, social and environment; and

Further be it resolved that a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Kathryn

McGarry, Minister of Natural Resources and Forestry; and the Federation of Northern Ontario Municipalities.

Carried

b) Ontario Good Roads Association – Municipal Infrastructure Project Bundling Initiative

Resolution No. 2017-310

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas the City of Temiskaming Shores has an inventory of bridges and culverts that require and will require significant capital investments; and

Whereas an Alternative Financing and Procurement approach may afford significant savings on the stewardship of municipal bridges and culverts; and

Whereas the Alternative Financing and Procurement approach has been successfully employed in bridge bundling projects in other jurisdictions.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby approves in principle its willingness to participate in an exercise with representatives from the Ministry of Infrastructure, the Ministry of Transportation, the Residential and Civil Construction Alliance of Ontario and the Ontario Good Roads Association to determine the feasibility of Alternative Financing and Procurement with regards to the bundling of bridges and culverts into one contract.

Carried

c) Memo No. 013-2017-PW – Amendment to By-law No. 2014-136 – Contract Cleaning Agreement with S&L Cleaning Services

Resolution No. 2017-311

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2014-136 with S & L Cleaning Services to extend the contract for an

additional year at the same terms and conditions for consideration at the August 8, 2017 Regular Council meeting.

Carried

d) Administrative Report No. PW-026-2017 – Disposal of Non-hazardous Waste – Agreement with Agnico Eagle Mines Ltd.

Resolution No. 2017-312

Moved by: Councillor Foley
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-026-2017; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Agnico Eagle Mines Limited for the acceptance of non-hazardous material at the Haileybury Landfill for consideration at the August 8, 2017 Regular Council meeting.

Resolution No. 2017-313

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby defers consideration of Resolution No. 2017-312 to the September 19, 2017 Regular Council meeting.

Carried

e) Administrative Report No. PW-028-2017 – Project Award – Iron Removal Filters RFP

Resolution No. 2017-314

Moved by: Councillor Whalen
Seconded by: Councillor Jelly

Be it resolved That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-028-2017;

That Council acknowledges the review of the Evaluation of Request for Proposal PW-RFP-009-2017 and confirms that the Replacement of the Iron Removal Filters at the McCamus Avenue Water Treatment Plant be completed as defined in the Request for Proposal;

That as outlined in Section 6 of the City's *Procurement Policy*, Council approves the award of the contract to replace the Iron Removal Filters at the McCamus Avenue Water Treatment Plant to *Pedersen Construction (2013) Inc.* at a cost of One Million, Sixty-Seven Thousand and Fifty Dollars (\$1,067,050.00) plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the August 8, 2017 Regular Council meeting.

Carried

f) Administrative Report No. RS-007-2017 – Rotary Club Strategic Alliance Agreement – Splash Pad

Resolution No. 2017-315

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

That Council directs staff to prepare the necessary by-law to enter into a Strategic Alliance agreement with the Rotary Club of Temiskaming Shores and Area for the development of a permanent Splash Pad for consideration at the August 8, 2017 Regular Council meeting;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030 to establish a Temiskaming Shores Splash Pad Committee and to appoint Tanner Graydon, Einas Makki, Lyanne Gosselin and Bruce McMullan as community representatives to the Committee for consideration at the August 8, 2017 Regular Council meeting;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-001 to appoint Councillor Foley and Councillor McArthur as Council representatives to the Temiskaming Shores Splash Pad Committee for consideration at the August 8, 2017 Regular Council meeting;

That Council directs staff to prepare the necessary by-law for the adoption of Terms of Reference for the Temiskaming Shores Splash Pad Committee for consideration at the August 8, 2017 Regular Council meeting; and

That Council directs staff to proceed with researching the requirements for the project listed in the report for consideration in the 2018 capital budget program.

Carried

g) Memo No. 006-2017-CGP – Xplornet Telecommunications Tower Concurrence – 499 Radley Hill Road

Resolution No. 2017-316

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2017-CGP; and

That Council concurs with the proposed telecommunications tower proposed by Xplornet Communications Inc. to be located at 499 Radley Hill Road (Kenworth Dealership) provisional on NAV Canada having no objections to the proposed tower.

Carried

h) Administrative Report No. CGP-016-2017 – Zoning By-law Amendment No. ZBA-2017-05 (NL) 258 Farah Avenue

Resolution No. 2017-317

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. CGP-016-2017;

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

That Council agrees to amend the provisions of the Town of New Liskeard Zoning By-law 2233 to permit the zone change from Medium Density Residential (R3) to Medium Density Residential Exception (R3-E); and

That Council directs staff to prepare the necessary by-law to amend the Town of New Liskeard Zoning By-law 2233 for consideration at the September 5, 2017 Regular Council Meeting.

Carried

i) Memo No. 022-2017-CS – Dymond Developments – Confirmation of obligations under Instrument No. LT270758 have been completed

Resolution No. 2017-318

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 022-2017-CS;

That Council agrees to discharge the Development Agreement with 954699 Ontario Limited (Wilson Chev Olds) registered as Instrument No. LT270758 against lands registered as Pt of Lot 9 Con 3, Dymond as in LT101369 except Pt 1 TER 115, Pt 3, 4, 5, 6 TER 245, Pt 7, 8 & 9 54R3676, Pt 1, 3, 4, 7 & 9 54R4826; Pt 4 54R5341; Pt 1 54R5341; Temiskaming Shores, District of Temiskaming – Pcl 10742Sec SST; Pt Lot 9 Con 3 Dymond as in LT101510 except Pt 20 54R3676; Temiskaming Shores, District of Timiskaming – Pt Lt 9 Con 3 Dymond as in LT101132 except LT101133, LT101510, LT111667, LT111961, LT116841, Pt 1 TER303, Pt 10 to 13 54R3676, Pt 1 54R4237, Pt 11 & 13 54R4826, Pt 1 54R5041; Pt 1 54R5182, Pt 1 54R5308, Pt 7 & 8 54R5341, Pt 13 54R3076; Temiskaming Shores, District of Timiskaming – all in the former Township of Dymond, now in the City of Temiskaming Shores and agrees not to exercise its right to purchase the property; and

That all costs associated with the discharge of the agreement be the sole responsibility of the property owner.

Carried

j) January to July 2017 Year-to-date – Capital Projects Financial Report

Resolution No. 2017-319

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to July 2017 Year-to-date Capital Report for information purposes.

Carried

k) Administrative Report No. PPP-005-2017 – 2016 Annual Fire Department Report

Resolution No. 2017-320

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-005-2017, more specifically Appendix 01 – 2016 Annual Report for the Temiskaming Shores Fire Department for information purposes.

Carried

l) Administrative Report No. PPP-006-2017 – Appointment of Volunteer Firefighters – Caitlin Campbell & Adam Ranger

Resolution No. 2017-321

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-006-2017; and

That Council hereby appoints Caitlin Campbell and Adam Ranger as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Carried

m) Invitation to Participate in the District Social Services Administration Board Review

Resolution No. 2017-322

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of correspondence from the Ministry of Community and Social Services being an invitation to participate in the District Social Services Administration Board Review; and

That Council appoints Councillor Jelly and Mayor Kidd to represent the City of Temiskaming Shores to participate in the municipal consultation sessions.

Carried

16. By-laws

Resolution No. 2017-323

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2017-096 Being a by-law to enter into a lease agreement with 2344 Royal Canadian Army Cadet Corps (RCACC) for use of space in various municipal facilities

By-law No. 2017-098 Being a by-law to amend By-law No. 2014-136 (Agreement with S & L Cleaning Services for the cleaning of the Haileybury Medical Centre and the Haileybury Branch Library)

By-law No. 2017-099 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Design/Build for the replacement of the Iron Removal System at the McCamus Water Treatment Plant

By-law No. 2017-100 Being a by-law to enter into a Strategic Alliance agreement with the Rotary Club of Temiskaming Shores and area for the development of a permanent Splash Pad Park in the City of Temiskaming Shores

By-law No. 2017-101 Being a by-law to amend By-law No. 2015-030, as amended being a by-law to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council – Establishment and appointment of members to the Temiskaming Shores Splash Pad Committee

By-law No. 2017-102 Being a by-law to amend By-law No. 2015-001 being a by-law to appoint Council Committees and Council Representatives to various Boards & Committees for the

December 1, 2014 to November 30, 2018 Term of Council
– Temiskaming Shores Splash Pad Committee

By-law No. 2017-103 Being a by-law to adopt Terms of Reference for the
Temiskaming Shores Splash Pad Committee

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-324

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2017-096;

By-law No. 2017-098;

By-law No. 2017-099;

By-law No. 2017-100;

By-law No. 2017-101;

By-law No. 2017-102; and

By-law No. 2017-103;

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, September 5, 2017 at 6:00 p.m.
- b) Regular – Tuesday, September 19, 2017 at 6:00 p.m.

18. Question and Answer Period

Ray Lafleur – 95 Georgina Avenue

Mr. Lafleur outlined that a sink hole at 451 Joyal Avenue was reported to Public Works about a month ago. City crews, utilizing the sucker truck, made repairs and filled the hole in; however in the past 10 days the sink hole has reappeared. Left a voice message last Wednesday with Public Works, outlining the concern along with a phone number for a response. To date he has not received a return call and no work has been done on the sink hole.

Mr. Lafleur expressed frustration with not receiving a call back. It was noted that Public Works would investigate the issue and arrange for the necessary repairs.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2017-325

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that By-law No. 2017-104 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 **August 8, 2017** be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-326

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2017-104 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2017-327

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:12 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

Application to Purchase Municipal Land



Background

- Application from Mr. Frank Stap to purchase Lot 66 on Plan M-79 N.B. on Radley Hill Road;
- Mr. Stap received Minor Variance approval to permit a reduced setback from the west side property line to permit the construction of a detached garage that would respect the location of the existing driveway; however a survey determined that a portion of the footprint for the proposed garage sits on Lot 66;
- Requested property and Mr. Stap's current property are designated *Residential Neighbourhood* in the City's OP and *Low Density Residential (R1)* in the Town of N.L. Zoning By-law No. 2233;

Application to Purchase Municipal Land



Background

- Mr. Stap would like to acquire Lot 66 in order to develop the property as proposed;
- Mr. Stap's request was circulated to internal departments with no concerns with the sale of Lot 66 for the purpose of enlarging his existing property;
- A notice was placed in the August 16th edition of the Temiskaming Speaker advertising this public meeting;

Application to Purchase Municipal Land





Application to Purchase Municipal Land

Disposition of Land By-law No. 2015-160

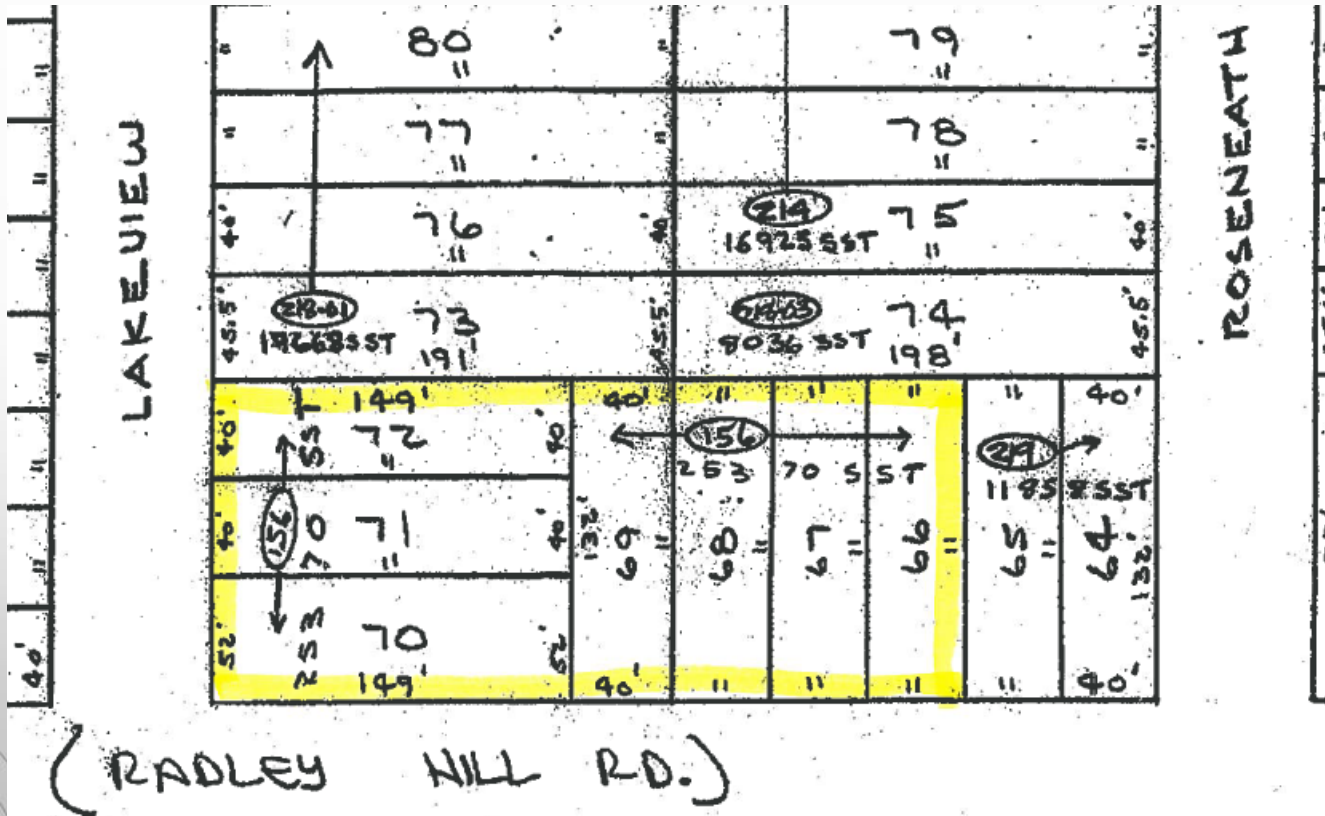
Sec 3 – Disposal Method

Recommend a direct sale;

Sec 4 – Determination of Value

Recommend price based on MPAC assessment (\$1,043) + all associated costs in accordance to Section 8 (i.e. legal fees);

Application to Purchase Municipal Land



MPAC Assessment:

Lots 66 to 72 City owned and assessed at \$7,300.

Assumption of all lots of equal value; thus Lot 66 valued at \$1,043.



Application to Purchase Municipal Land

Next Steps – *conditional on public input*

- Administrative Report to be considered later in the Regular Council meeting with a recommendation to enter into a Purchase and Offer agreement with Mr. Stap.

Peters Road Municipal Drain



Background

- Council provided third and final reading of By-law No. 2017-016 for drainage works known as the Peters Road Municipal Drain as well as direction to the consultant (K. Smart) to prepare and release Tender Documents;
- Two submissions were received from the Tender process, the submissions were reviewed by the engineer for errors and omissions. The low tender was submitted by Pedersen Construction Inc. in the amount of \$69,850 plus applicable taxes;
- Since the low tender was higher than the engineer's estimate by more than 133%, Section 59 of the *Drainage Act* requires Council to hold a public meeting to determine if any of the petitioners wish to remove their names from the drainage works;

September 5, 2017

Peters Road Municipal Drain



Background

- Notice was sent to all landowners within the drainage catchment area notifying them of this Public meeting along with a table illustrating the cost variance between the engineers estimate and the modified costs based on the tender results.

Peters Road Municipal Drain



Owner/Address	Estimated Cost (\$)	Cost based on Tender (\$)	Increase cost (\$)
<u>City of Temiskaming Shores</u>			
Chieftain Dairy Farms Ltd.	1,469	2,268	799
Pedersen Materials Ltd.	367	411	44
Pedersen Materials Ltd.	75	84	9
Chieftain Dairy Farms Ltd.	816	3,238	2,422
D. & F. Plante	1,873	2,217	344
J. Wilson	214	240	26
Chieftain Dairy Farms Ltd.	305	341	36
1804633 Ontario Inc.	293	328	35
J. Wilson	20	22	2
D. Rostad	145	162	17
Newhome Farms Ltd.	119	134	15
Newhome Farms Ltd.	137	153	16
Agric. Research Institute of Ont. (OMAFRA)	669	749	80
Agric. Research Institute of Ont. (OMAFRA)	1,586	1,776	190
P. Peters	257	288	31
Agric. Research Institute of Ont. (OMAFRA)	848	950	102
M. Benoit	304	340	36
M. Benoit	300	336	36
C. Grandmaitre	34	38	4

September 5, 2017

Peters Road Municipal Drain



MTO	50	56	6
City of Temiskaming Shores	85	95	10
City of Temiskaming Shores	14,880	16,663	1,783
	10,890	19,385	8,495
City of Temiskaming Shores	68	76	8
	25,973	36,275	10,302
	35,804	50,351	14,547
<u>Township of Harris</u>			
Y. Rundle	57	64	7
A. & D. Frey	236	264	28
A. & D. Frey	521	584	63
M. & E. Auger	34	38	4
A. & D. Frey	6	6	0
S. Tobler	59	66	7
	913	1,022	109
Twp of Harris	32	36	4

September 5, 2017

Peters Road Municipal Drain



Next Steps

- Provided the petitioners for the drainage works do not indicate that they wish to have their names removed from the petition; Council can consider an Administrative Report that is on the agenda this evening;
- The Administrative Report recommends entering into an agreement with Pedersen Construction Inc. for the construction of the drainage works.

For immediate release:

Minister of Natural Resources and Forestry Commits to Delaying the Posting of the Draft Species At Risk Guide

August 16, 2017 – Ottawa, ON – The Federation of Northern Ontario Municipalities (FONOM) is pleased with the commitment to delay the posting of the draft Species At Risk (SAR) guide for 28 species to the Environmental Registry by the Hon. Kathryn McGarry, Minister of Natural Resources and Forestry (MNR).

The commitment was made during the annual conference of the Association of Municipalities of Ontario (AMO) and is welcomed news to northern municipal leaders who have been asking for the delay. “There were significant concerns that the posting of a draft SAR guide would see little change before becoming policy and ultimately have dire consequences across northern and rural Ontario,” said Mayor Al Spacek of Kapuskasing and President of FONOM. “It would in essence, shut down the economy in many of our communities” continued Spacek.

Previously, FONOM along with the Northwestern Ontario Municipal Association (NOMA), the Rural Ontario Municipal Association (ROMA), forest sector and Indigenous communities expressed their deep concerns to the Ministry for failing to consult and work with affected stakeholders on the draft SAR guide.

Forestry activity operates under the Crown Forest Sustainability Act (CFSA) which protects species at risk while managing industry objectives as it must take into consideration the social, economic and environmental well-being of a forest, including species and their habitats. However, the push to take a species first approach would protect species without any consideration for the economic and social consequences that it would have.

FONOM looks forward to continuing to work with the Ministry of Natural Resources and Forestry to implement policies and legislation that will help grow the economy while also protecting species at risk.

-30-

For more information:

Mayor Al Spacek
FONOM President
705-335-0001

Ministry of
Transportation

Office of the Minister

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

Ministère des
Transports

Bureau du ministre

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



AUG 10 2017

M2016-6419



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

Dear Mayor Kidd:

Thank you for your letters about Mowat Landing Road (formerly Highway 558), Silver Centre Road (formerly Highway 567) and Firstbrook Line Road. I welcome the opportunity to respond.

I asked ministry staff to meet with you on my behalf and I understand this meeting took place on April 19, 2017.

With respect to Firstbrook Line Road, I am aware that ministry staff have committed to reviewing the historical cost-sharing agreement and have asked for you to share a copy of the agreement with them in order to do so. Staff have also contacted the Ministry of Municipal Affairs and will provide you with regional contacts who can discuss your other concerns about reducing levels of service and/or limits of this road.

Regarding Mowat Landing Road and Silver Centre Road, ministry staff will explore the possibility of assisting with the enforcement of future load restrictions the city may choose to implement. MTO staff are also available to provide technical assistance as required at the city's request when planning the preparation of rehabilitation contracts for these roads.

If you would like to discuss this matter further, please contact Eric Doidge, Regional Director, at 705-497-5500 or by email at eric.doidge@ontario.ca.

Thank you again for writing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Del Duca".

Steven Del Duca
Minister

Dear stakeholder,

Further to my email of June 27, I am pleased to send you two hard copies of my latest Annual Report (one English, one French). This report covers the 2016-2017 fiscal year and significant developments in recent months.

This is our Office's first full fiscal year of reporting on our oversight of municipalities, universities and school boards, in addition to provincial government organizations. I hope that you and all stakeholders in these new areas of jurisdiction will find the information in this report of interest.

You can also find the entire report, media materials and backgrounders, statistics and maps, as well as video of my press conference at Queen's Park, available on our website, www.ombudsman.on.ca.

In meeting with many of you this past year, I have stressed that our Office understands that statistics do not tell the whole story. To put them in context, we encourage you to read the sections of the report that relate to your area (Municipalities: pages 31-39; School boards: 43-46; Universities: 47-49), in which we discuss the most common issues in each sector and the types of cases we have resolved across the province.

In the interests of immediacy and "thinking green," we encourage you to let any interested colleagues and stakeholders know that they can access all of this information online. However, we are of course happy to send additional hard copies upon request.

Should you have any questions about the report or cases related to your organization, please do not hesitate to contact us. We are also happy to assist you with any general questions about our work. You can reach our staff at 1-800-263-1830 or info@ombudsman.on.ca.

Sincerely,



Paul Dubé
Ombudsman of Ontario

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

88 RIVERSIDE DRIVE,
KAPUSKASING, ONTARIO P5N 1B3
TEL: 705-337-4257 FAX : 705-337-1741

July 27, 2017

Member Municipalities of CTWMB
Attention: Chief Administrative Officer

Please be advised that all assets and monies from the CTWMB are hereby being distributed the member Municipalities. Attached is the final payment to your Municipality.

By cashing this cheque, your municipality hereby agrees to the following;

- 1- Approval of Audited Financial Statements for the year ended December 31, 2015
- 2- Approval of Audited Financial Statements for the year ended December 31, 2016
- 3- Approval of Notice to Reader and Interim Financial Statements to June 30, 2017
- 4- Approval to waive clause 2.(a)(vi) of the agreement to have the financial statements audited for the final year, and instead have a notice to reader attached to the final year Financial Statements

Should you require additional information, please don't hesitate to contact the undersigned.

Regards



Marc Dupont
Board Treasurer

Encl.

CITY OF TEMISKAMING SHORES
 RECAP OF DISTRIBUTION FOR C.T.W.M.B.

ITEM	AMOUNT
Distribution of Surplus 1995- 2017	\$ 201,333.37
Distribution for sales of Northern Assets	\$ 49,093.76
Distribution for sales of Southern Assets	\$ 69,222.89
	\$ 319,650.02
Less: amount paid upon initial Distribution	\$ 132,554.48
amount paid upon sales of Northern Assets	\$ 49,093.76
portion of Stewardship Grant for 2015	\$ 61,824.00
portion of Stewardship Grant for 2016	\$ 64,572.00
Final	\$ 11,605.78



August 14, 2017

Honourable Kathleen Wynne, Premier
Legislative Building – Room 281
Queen's Park
Toronto, ON
M7A 1A1

Dear Premier:

Re: Bill 68 Changes Regarding Tax Registration Procedures

Please be advised that at the meeting held on August 8, 2017, the Council for the Township of Central Frontenac adopted the following resolution:

“WHEREAS Council for the Township of Central Frontenac has received a request for support of a resolution enacted by the Municipality of Killarney regarding the proposed changes under Bill 68 pertaining to out of court payments;

AND WHEREAS the proposed change to the Municipal Act, 2001 as a result of Bill 68 regarding tax registration procedures which would end payments out of court for municipalities. The proposed amendment to Section 380 (8) and (9) would see out of court payments revert back to the Crown;

AND WHEREAS tax sale proceedings involve a significant amount of staff time which is an expense to a municipality and it is only fair that municipalities continue to be eligible for these payments out of court;

AND WHEREAS tax sale revenues assist municipalities with various expenditures which to some extent alleviate the burden of the reduction of revenues of various Provincial grants/programs and the continual “downloading” upon small municipalities;

CORPORATION OF THE
TOWNSHIP OF CENTRAL FRONTENAC
1084 Elizabeth Street, P.O. Box 89
Sharbot Lake, Ontario K0H 2P0
Tel: 613-279-2935 Fax: 613-279-2422
www.centralfrontenac.com



NOW THEREFORE that Council for the Township of Central Frontenac supports the Municipality of Killarney in their request to the Minister of Municipal Affairs to reconsider the proposed changes under Bill 68 pertaining to out of court payments;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Premier of Ontario, Minister of Municipal Affairs, local MPP's, AMO, MFOA, OMTRA and all Ontario Municipalities. "

If you have any further questions, please feel free to contact the undersigned.

Yours truly,

A handwritten signature in cursive script that reads "Cathy MacMunn".

Cathy MacMunn, AMCT, ACST
Clerk Administrator

CM/dl

cc: Minister of Municipal Affairs, Bill Mauro
Lanark-Frontenac-Lennox & Addington MPP, Randy Hillier
AMO (Association of Municipalities of Ontario)
MFOA (Municipal Finance Officers Association of Ontario)
OMTRA (Ontario Municipal Tax Revenue Association)
Ontario Municipalities

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

Thursday, June 22, 2017
Corporation of the Township of Armstrong
Council Chambers
Earlton, Ontario

Attendance: Marc Robillard, Barbara Beachey, Kevin Leveille, Doug Metson,
Pauline Archambault, Carman Kidd, Debbie Veerman, Earl Read,
Charlie Codd, Harold Cameron, Sheila Randell

Regrets : Bryan McNair

Absent : Henry Baker, Ken Laffrenier, Morgan Carson

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the meeting of June 22, 2017 be called to order at 6:32 p.m.

Carried

2. Approval of Agenda

Moved by: Barbara Beachey

Seconded by: Doug Metson

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

Carried

3. Approval of Minutes of Last Meeting

Moved by : Doug Metson

Seconded by : Barbara Beachey

BE IT RESOLVED THAT "the Minutes of the Meeting held April 20, 2017, be adopted as presented."

Carried

4. Business Arising from Minutes

None

5. Committee Reports

(a) Financial Report

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of May 2017 be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

(b) Property & Maintenance
No Report

(c) Human Resources
No Report

6. Correspondence

Moved by: Marc Robillard
Seconded by: Doug Metson

BE IT RESOLVED THAT "the Correspondence for May 2017 be filed".

Carried

7. Manager's Report

Moved by : Pauline Archambault
Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Manager's Report for the month of May 2017 be adopted as presented and attached hereto forming part of these Minutes."

Carried

8. Chairman's Remarks/Report

Carman advised that the FedNor Phase 1 has been accepted, but still waiting on Heritage Fund. He handed out a breakdown of funding application. TEMSAR did not get the trailer they bid on at the recent auction, but have another one that they are looking at, with intentions of setting it up at the airport. Also noted that there are people interested in leasing T-hangars.

Moved by : Marc Robillard
Seconded by : Doug Metson

BE IT RESOLVED THAT "the Chairman's Remarks/Report be adopted as presented and attached hereto forming part of these Minutes."

Carried

9. Update from Executive Committee

- Paul Cox Letter was discussed, and the executive's response letter.
All present agreed that the outstanding amount must be paid.

- Small lawn tractor/weed-eater - Harold presented 3 different quotes to purchase new lawn cutting equipment. The best quote being from Pete's Small Engines @ \$3,832.00 plus tax for a 48" deck mower and a 28 cc trimmer with harness & bicycle handles. It was suggested we obtain a quote from Brownlee equipment also.

Moved by : Barbara Beachey
Seconded by : Pauline Archambault

BE IT RESOLVED THAT "the ETRAA purchase a new zero turn lawn mower and a trimmer at a cost of under \$4,000.00 (\$3,832.00 plus HST).

10. Update on funding applications

Update was presented under Chairman's Report

11. Any New Business

Discussion was held on the need for new fuel tanks, and whether there was a need for larger capacity tanks than originally considered.

Moved by : Doug Metson

Seconded by : Charlie Codd

BE IT RESOLVED THAT "the ETRAA agrees to purchase new fuel tanks at a cost of \$80,000.00 for 15,000 Lt. Jet A and 10,000 Lt. AVGAS, or larger capacity tank dependent on volume pricing being \$0.10/Lt. lower than what we are paying now."

Carried

Carman handed out copies of an email he just received from Michael Hicks. Short discussion was held regarding this letter, and it was agreed that Carman and Harold would send a response letter.

Kevin Leveille brought forward a few questions from TRACC (drag race committee). Regarding fees for moving airplanes, there should not be an issue this year (as all owners should be available to move their own planes).

Question regarding charges for broken lenses and lights - as per their contract - any damage incurred during the drag races must be repaired. If TRACC requests that the lights be removed before the races, they will be charged by the Airport for the time it takes to complete the task.

Barriers will be moved from their current storage area, by Airport personnel, to a section of the leased TRACC area.

The gravel runway 16/34 will remain open for air traffic, and to allow access to the fuel pumps, which will remain open during the drag races.

The ETRAA is still waiting for TRACC to produce their signed contract and proof of insurance.

12. Closed Session

No Closed Session

13. Adjournment

Moved by : Pauline Archambault

Seconded by: : Earl Read

BE IT RESOLVED THAT "this meeting be adjourned at 7:58 p.m."

Carried


Chair

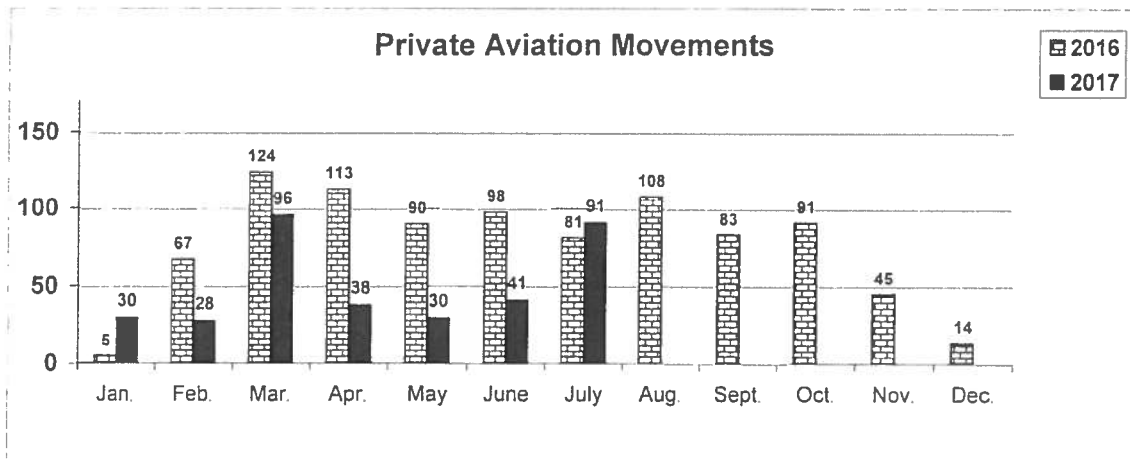
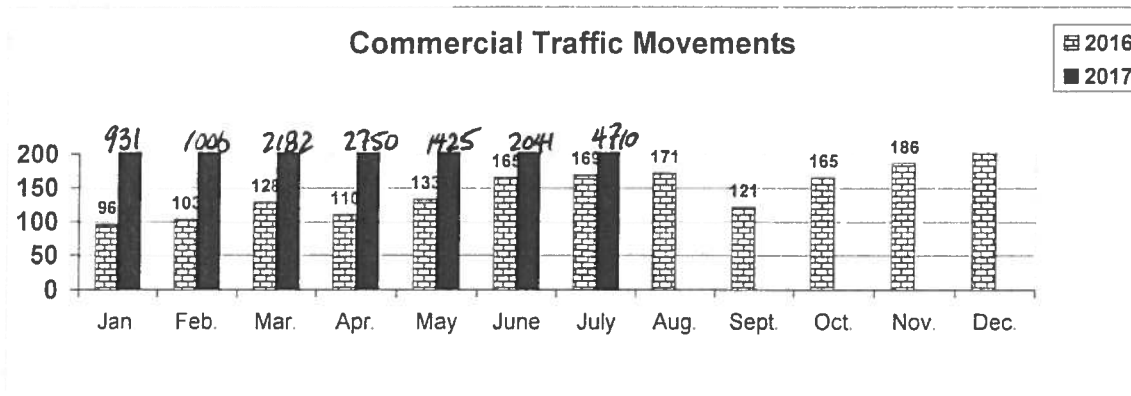
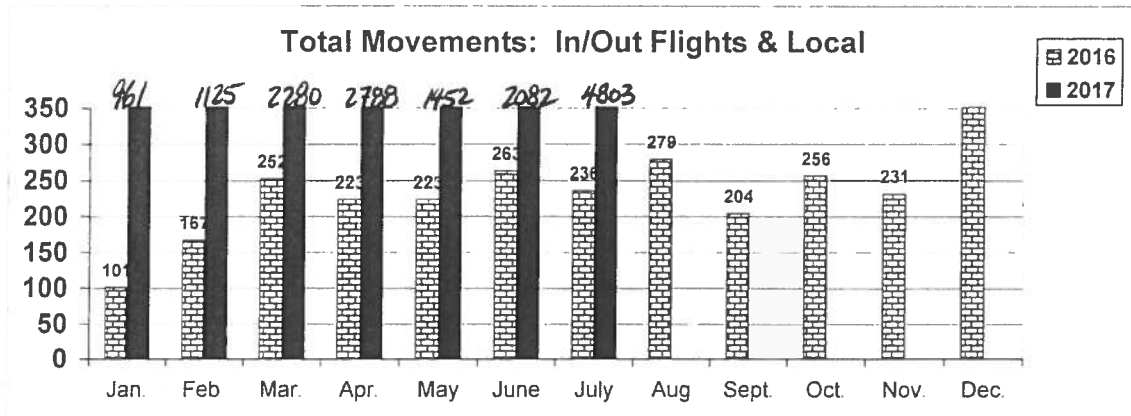

Secretary

EARLTON-TIMISKAMING REGIONAL AIRPORT JULY 2017

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$18,123	\$109,026
Operations	\$10,042	\$212,843
	\$28,165	\$321,869
<u>EXPENSES</u>		
Fuel	\$8,953	\$82,370
Operations	\$19,590	\$189,166
Capital Expenses	\$16,230	\$16,230
	\$44,773	\$287,766
<u>NET PROFIT/LOSS</u>		
Fuel	\$9,170	\$26,656
Operations	-\$9,548	\$23,677
Capital Expenses	-\$16,230	-\$16,230
	-\$16,608	
<u>FUEL INVENTORY - JET A1</u>	\$ 2,886	
<u>FUEL INVENTORY - AVGAS</u>	\$ 3,117	
<u>FUEL INVENTORY - DIESEL</u>	\$ 2,774	

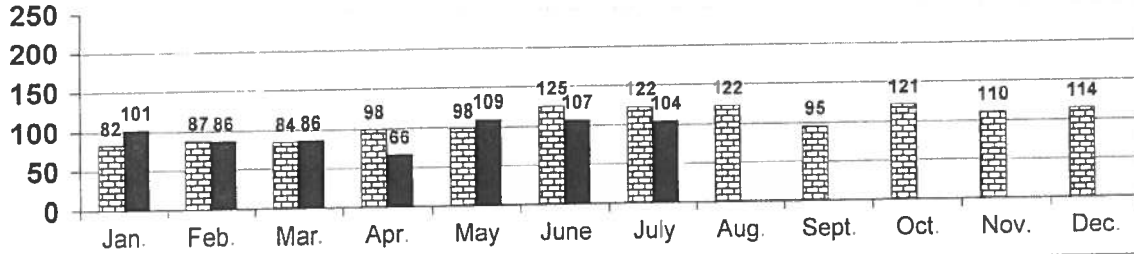
ANNUAL AIRCRAFT MOVEMENTS

AS OF JULY 31, 2017



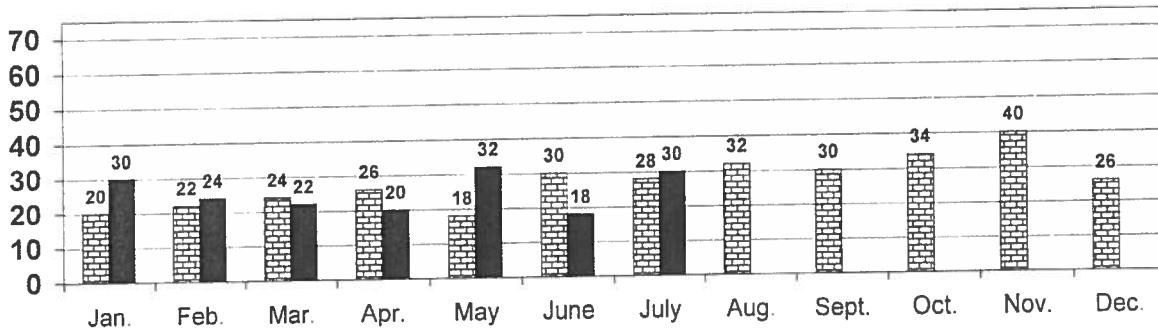
Air Carriers Movements

2016
2017



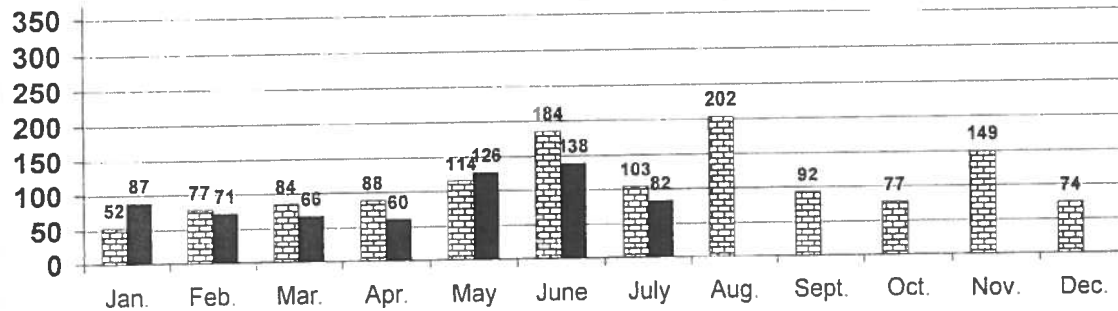
Air Ambulance Movements

2016
2017



Pgrs. via Air Charter

2016
2017



MANAGER'S REPORT JULY 2017

Fuel Sales:

July Avgas sales were 5074 litres, making it the highest for this month since we started keeping records in 2004. Combined with 4927 litres of Jet A1 sales gives a total of 10,001 litres sold, which is the highest July total since 2007.

TRACC:

The gravel runway was closed for 9 hours on Sunday, July 16 so the drag race club could calibrate their timing equipment.

Employment and Social Development Canada:

Two officers visited our facility for an impromptu inspection on July 12. They have sent a list of findings which we will address. One of these is providing potable water for drinking, personal washing, and food preparation.

Program Validation Inspection Report:

We received our PVI report from the Transport Canada visit in May. There were 2 moderate findings regarding our Quality Assurance Program, and 2 major findings concerning our Emergency Response Plan. To address these major findings, the Airport Executive has contracted The Loomex Group to conduct a full-scale exercise of our Emergency Response Plan (ERP) on August 23. The exercise will be funded by money budgeted for SMS (Safety Management System) and attending the AMCO (Airport Management Council of Ontario) convention this fall.

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	\$11,423.00
Casey	374	\$3,377	\$3,377.00
Chamberlain	346	\$3,124	\$1,499.00
Charlton and Dack	670	\$6,050	\$3,025.00
Coleman	531	\$4,795	\$2,397.50
Englehart	1546	\$13,960	\$13,960.00
Evanturel	464	\$4,190	\$2,095.00
Harley	526	\$4,750	\$4,750.00
Hilliard	227	\$2,050	\$2,050.00
Hudson	457	\$4,127	\$4,127.00
James	474	\$4,280	\$4,280.00
Temiskaming Shores	10125	\$91,429	\$45,714.50
Thornloe	110	\$993	\$993.00
Total Contributions	17115	\$154,548	\$99,691.00

Donation

Kerns	349	\$3,151	
Total Contributions		\$157,699	\$99,691

As of August 10, 2017

1.0 CALL TO ORDER

The meeting was called to order at 1:31 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4.0 APPROVAL OF AGENDA

Recommendation TC-2017-021

Moved by: Councillor Danny Whalen

Be it resolved that:

The Transit Committee agenda for the August 9, 2017 meeting be approved as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2017-022

Moved by: Councillor Danny Whalen

Be it resolved that:

The Transit Committee minutes for the July 5, 2017 meeting be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- None

8.0 UNFINISHED BUSINESS

8.1 *Transit Financials*

Chris Oslund reviewed the year to date transit financials. Chris made the following comments:

- Revenues are less than anticipated.
- Advertising sales have increased, as a result of the bus wrap.
- Maintenance costs are down as a result of new buses.
- Contracted services are under budget.
- Anticipating a spike in ridership come September when students return.
- Received a cheque from Coleman Township that has not been accounted for on the current budget.
- There is approximately a \$2800.00 deficit.

Danny Whalen inquired on who maintains the bus stops and shelters. Chris indicated that as of recent years each municipality maintains their own stops.

Councillor Danny Whalen made the following comment “financials are better than anticipated”.

8.2 *Passenger Count*

Mitch Lafreniere indicated that the passenger count data sheet received is not accurate as there were missing entries. Mitch will follow up with Stock.

The automated passenger counting system is functioning however staff have asked drivers to continue to manually count in order to compare the data. Mitch indicated that there will be a slight discrepancy as the automated system will take into account each time the driver enters and exits the bus as well as driver switchovers.

8.3 Review of RFP – Contracted Transit Services

The committee provided direction to staff at the July 5, 2017 transit meeting to look at cost saving opportunities in order to offset the upcoming contract increase.

Christopher Oslund presented the following opportunities:

- Reducing to a 2 hour service on either Saturday or Sunday would be approximately \$47,205.60 saving.
- A 25 cent increase to the fares would generate approximately \$33,750.00 additional per year based on 135, 000 riders.

Chris provided a summary on ridership during weekends. Chris commented that there is a definite drop in ridership on Sunday however the Saturday transit is relatively stable and averages out to almost the same as Monday.

Councillor Danny Whalen recommends a consistent schedule and suggested looking at reducing to a 2 hour service each day after 6 p.m.

Airianna Misener circulated a spread sheet comparing transit fares throughout various transit systems.

The following dates were tentatively set as public transit information sessions.

- Town of Cobalt - October 4, 2017
- City of Temiskaming Shores - October 5, 2017

Chris Oslund indicated that the Canada 150 funding covered the cost of the free transit service that was offered during the Canada Day celebration this year. Chris inquired on the feasibility for providing such over years to come.

The committee provided the following recommendation with regards to the Contracted Transit Services.

Recommendation TC-2017-023

Moved by: Councillor Danny Whalen

Be it resolved that:

The committee directed staff to negotiate with Stock Transportation.

CARRIED

9.0 NEW BUSINESS

- None

10.0 PUBLIC COMMENTS/COMPLAINTS

- None

11.0 ADMINISTRATIVE REPORTS

- None

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for September 26, 2017 at 1:30 PM.

14.0 ADJOURNMENT

Recommendation TC-2017-024

Moved by: Councillor Danny Whalen

Be it resolved that:

The Transit Committee meeting is adjourned at 2:45 p.m.

Carried

CHAIR

RECORDER

1. CALL TO ORDER

Meeting called to order at 2:30 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 checked="" type="checkbox"/> Dave Treen, Clerk | <input checked="" type="checkbox"/> Shelly Zubyck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition under New Business:
 - 9.4 July/August Council meeting Dates
 - 9.5 2018 Budget

4. APPROVAL OF AGENDA

Recommendation CS-2017-037

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the May 30, 2017 meeting be approved as amended.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2017-038

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the May 4, 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 Division Fences

Discussion:

Dave Treen was recently in contact with the City of Sudbury to obtain additional information on the process pertaining to division fences. Dave indicated that since the process has already begun we must follow the current process. The committee recommends that the following municipal staff be appointed to the fence viewing committee, Clayton Seymour, Tim Goodyear and Steve Langford. In addition Councillor Danny Whalen suggested that members from the public to be appointed to the committee as well.

9. NEW BUSINESS

9.1 Dixon street watermain replacement (Reallocation of budget funds)

Discussion:

Chris Oslund explained that during a recent repair to a water service on Dixon Street between McCamus and Farah Avenue, crews identified that a watermain in this location is approximately one to two feet below the road surface. The watermain had been covered with Styrofoam to add insulation; luckily no issues ever occurred however there are concerns that this section of pipe could become prone to freezing now that it has been disturbed. Staff recommends lowering and replacing this water main section. Although there is no apparent evidence, it is assumed that the depth of the water main is a result of the presence of large boulders or bedrock. Drilling and blasting may be required noted Doug Walsh at the Public Works meeting on May 26, 2017. Chris indicated that there is savings within the Environmental Capital Budget that could be used towards these repairs.

Recommendation CS-2017-039

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the reallocation of funds from the 2017 Environmental Budget capital budget for the necessary lowering and replacement of the watermain on Dixon Street.

9.2 2017 Roads Program (Reallocation of funds)

Discussion:

Chris Oslund indicated that the tenders for the various 2017 resurfacing projects came in over budget. Chris suggested deferring the Golf Course Road Bridge upgrades as a capital project for 2018 and a portion of the funds for the bridge project be reallocated towards the roads program and the Dymond Hall Accessibility upgrades.

The committee provided a recommendation under item 9.3.

9.3 Unbudgeted Item – Dymond Hall Accessibility Upgrades (Reallocation of funds)

Discussion:

Chris Oslund provided background on the Dymond Hall upgrades. Chris indicated that this project was not included in the 2017 budget however funding under the Enabling Accessibility Fund was approved to be reallocated towards the Dymond Hall. Chris suggested deferring the Gold Course Road Bridge upgrades as a capital project for 2018 and the funds for the bridge project be reallocated towards the roads program and the Dymond Hall Accessibility Upgrades.

Recommendation CS-2017-040

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services committee hereby supports the reallocation of funds from the Golf Course Road Bridge upgrades towards the 2017 Roads Program for a total reallocation portion of forty thousand dollars (\$40,000) and the Dymond Hall Accessibility Upgrades for a total reallocation portion of fifty thousand dollars (\$50,000). In addition the committee recommends that the remaining ten thousand dollars (\$10,000) be disbursed to the 2017 budget as unspent dollars.

9.4 July/August Council meeting dates

Discussion:

Chris Oslund was seeking the committee's feedback to reschedule the July and August Council meeting dates from the first Tuesday of each month to the second Tuesday of each month. The dates of July 11, 2017 and August 8, 2017 will be presented to Council for consideration at the special Council meeting being held this evening (May 30, 2017) at 7pm.

9.5 2018 Budget

Discussion:

Councillor Danny Whalen provided an update with regards to the 2018 budget process as a result of the recent changes within the Municipal Act.

10. ADMINISTRATIVE REPORT

- None

11. CLOSED SESSION

- None

12. SCHEDULE OF MEETINGS

- To be determined

13. ADJOURNMENT

Recommendation CS-2017-041

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 2:52 p.m.

CARRIED

CHAIR

RECORDER

Subject: Harris Fire Protection Agreement

Report No.:

PPP-007-2017

Agenda Date:

September 5, 2017

Attachments

Appendix 01: Costing Proposal

Appendix 02: Draft Fire Protection Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-007-2017;
2. That Council approves entering into an agreement with the Township of Harris for the provision of Fire Protection Services as outlined in Appendix 02 hereto attached; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 5, 2017 Regular Council meeting.

Background

On December 31, 2017 the current agreement with the Township of Harris for the provision of Fire Suppression Services is set to expire. A meeting was held with representatives of the Township of Harris to discuss entering into a new agreement.

Analysis

With the City's current fire suppression agreement with the Township of Harris being set to expire on December 31, 2017, a meeting with representatives from the Township Harris and the City of Temiskaming Shores was held on May 30, 2017 to discuss entering into a new agreement for fire protection services. Representatives attending the meeting included:

- Mayor Carmon Kidd – Temiskaming Shores
- Councillor Doug Jelly – Temiskaming Shores
- Chris Oslund, City Manager – Temiskaming Shores
- Tim Uttley, Fire Chief – Temiskaming Shores
- Reeve Chantal Despres – Township of Harris
- Councillor Judy Martin – Township of Harris
- Anita Herd, Clerk Treasurer – Township of Harris

At this meeting a draft proposal was reviewed and discussed including a financial overview and breakdown of fire department costs between the two municipalities (Appendix 01). A costing proposal of \$45,450 per annum, based on full fire protection services, starting in 2018 and indexed by CPI each of the following years was also presented. Mayor Kidd provided an overview and reasoning regarding the offer to provide full fire protection services verses fire suppression services only. Reeve Despres advised that they would bring the information back to their Council for review and discussion.

On August 14, 2017 the City received correspondence from the Township of Harris advising that their Council has agreed to enter into an agreement with the City of Temiskaming Shores. They also advised that the Council for the Township of Harris has agreed to enter into a full Fire Protection Agreement for the proposed price of \$45,450 beginning in 2018.

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 all costs for the provision of fire protection services to the Township of Harris that would be included in the City's annual operating budgets for the period of 2018 - 2022.

Staffing implications related to the provision of fire suppression services during the current agreement have been limited to regular administrative functions and emergency response duties. Entering into a full fire protection agreement would also extend fire prevention and public education functions to the Township of Harris.

Alternatives

Other alternatives include providing fire suppression services only, or not entering into any agreement for fire protection services.

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

**FIRE AND EMERGENCY MANAGEMENT SERVICES
ADMINISTRATION, FLEET AND FIRE PREVENTION**

Account Number	Description	<u>2017 Budget</u>
Wages and Benefits		
	Administrative Staff	\$204,345
	Volunteer Honorariums	145,100
	HS/FGO/Training	3,000
	Maintenance Personnel	25,200
	Overtime	2,000
	Benefits Overhead	55,811
	Total Wages/Benefits	<u>\$435,456</u>
Administration		
	Volunteer Support/Other	\$36,000
	Communications	16,000
	Annual Equipment Testing	16,300
	Personnel Equipment	28,000
	Small Tools & Equipment	25,000
	Fire Prevention	6,000
	Training Seminars & Cours	5,000
	Training Supplies	4,000
	Memberships	1,850
	Travel & Mileage	4,700
	Dispatch Services	47,140
	Total Fire Administration Expenses	<u>\$189,990</u>
Fleet & Buildings		
	Amortization - Pumpers	\$118,500
	Amortization - Rescue Vehicles	\$45,000
	Amortization - Admin Vehicles	9,375
	Amortization - Buildings	24,000
	Heat/Hydro - Buildings	26,400
	Maintenance - Buildings	15,000
	Fuel/Oil/Maintenance - Fleet	9,000
	Total Fleet & Buildings	<u>\$247,275</u>
	TOTAL FIRE & EMERGENCY MANAGEMENT SERVICES	<u><u>\$872,721</u></u>

Amortization Breakdown

Pumpers	\$2,370,000.00	20 years	\$118,500.00
Rescue Vehicles	\$900,000.00	20 years	\$45,000.00
Admin Vehicles	\$75,000.00	8 years	\$9,375.00
Buildings	\$1,800,000.00	75 years	\$24,000.00

Population

Temiskaming Shores	2016 Census	9920	
Harris Township	2016 Census	<u>545</u>	
			10465

Percentage based on Population

Temiskaming Shores	2016 Census	94.8%	\$827,271
Harris Township	2016 Census	5.2%	\$45,450
	Per Person		\$83.39

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2017-XXX
BEING A BY-LAW TO ENTER INTO A
FIRE PROTECTION AGREEMENT WITH THE
CORPORATION OF THE TOWNSHIP OF HARRIS**

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

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

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

WHEREAS the City of Temiskaming Shores operates a fire protection service with assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, 1997 through a fire department situated within the City of Temiskaming Shores; and

WHEREAS the Township of Harris deems it necessary to enter into a Fire Protection Agreement with the City of Temiskaming Shores for the provision of Fire Protection Services in order to attain compliance with the requirements of the Fire Protection and Prevention Act, 1997;

AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Fire Protection Agreement with the Township of Harris;

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

1. That the Mayor and Clerk be authorized to enter into a Fire Protection Agreement with the Township of Harris, 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.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this ___ day of _____ 2017.

MAYOR

CLERK

SCHEDULE "A" TO BY-LAW NO. 2017-XXX

THIS AGREEMENT made this _____ day of _____, 2017.

BETWEEN

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Hereinafter called the "City"

AND

THE CORPORATION OF THE TOWNSHIP OF HARRIS

Hereinafter called the "Township"

WHEREAS by-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, 2001, as amended, to authorize an agreement between the parties; and

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

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

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

WHEREAS the City operates a fire protection service with assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, 1997 through a fire department situated within the City of Temiskaming Shores; and

WHEREAS the Township deems it necessary to enter into a Fire Protection Agreement with the City for the provision of certain Fire Protection Services in order to attain compliance with the requirements of the Fire Protection and Prevention Act, 1997;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1.0 DEFINITIONS AND APPENDIXES

1.01 In this agreement;

- (a) **Designate** means a person who in the absence of the *Fire Chief* has the same powers and authority as the *Fire Chief*.
- (b) **Fire Area** means the fire area(s) of the Township as described in Appendix “1” attached hereto and forming part of this agreement.
- (c) **Fire Chief** means the chief of the fire department appointed under subsection 6(1), (2) or (4) of the Fire Protection and Prevention Act, 1997.
- (d) **Fire Department** means the Temiskaming Shores Fire Department situated within the City of Temiskaming Shores.
- (e) **Fire Protection Services** means those *fire protection services* as defined in the Fire Protection and Prevention Act, 1997 and shall include those services as defined in as described in “Appendix 2” hereto:
 - Fire Protection and Emergency Response;
 - Training;
 - Fire Prevention;
 - Public Education;
 - Administration; and
 - Equipment, Apparatus and Communications.

1.02 The following appendixes are attached and form part of this agreement:

- Appendix “1” – Fire Area including available water sources
- Appendix “2” – Fire Protection Services
- Appendix “3” – Appointment of Chief Fire Official
- Appendix “4” – Fees
- Appendix “5” – Emergency Plan

2.0 TERM

2.01 This agreement will commence on January 1, 2018 and terminate on December 31, 2022.

3.0 CITY RESPONSIBILITIES

3.01 The *City* will supply, except as hereinafter limited or excluded, *Fire Protection Services* to the whole of the *Township* as described in Appendix “2” hereto.

3.02 Upon receiving a request for *Fire Protection Services*, the *Fire Department* for the *City* will respond to the request for *Fire Protection Services* in the *Township* with, in the opinion of the *Fire Chief or Designate*, the appropriate apparatus, equipment and personnel required to accomplish the specific *Fire Protection Services* identified in this agreement.

- 3.03 Should the *Fire Chief* or *Designate* require assistance, or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided by the *Fire Department*, the *Fire Chief* or *Designate* may request any outside agencies or equipment and the *Township* shall be responsible for all costs associated for said resources.
- 3.04 Notwithstanding Section 3.03 above, the *Fire Chief* may refuse to supply *Fire Protection Services* to the *Township* if, in the *Fire Chief's* opinion, the appropriate personnel, apparatus or equipment are required in the *City* or elsewhere under the provisions of the District of Temiskaming Mutual and Automatic Aid Plan and Program (Mutual Aid Plan), if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the *Fire Department* to make a response. Without limiting the generality of the foregoing, the refusal by the *Fire Chief* to supply *Fire Protection Services* includes the discretion of the *Fire Chief* to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for *Fire Protection Services* or is at the scene in the *Fire Area*.
- 3.05 The *Fire Chief* or designate shall have full authority and control over any and all *Fire Protection Services* activities in which the *Fire Department* may be engaged in the fire area of the *Township*.
- 3.06 The *Fire Chief* or *Designate* shall report to the *Township* by the tenth (10th) day of each month all occurrences in the fire area to which the *Fire Department* has responded in the previous month.

4.0 TOWNSHIP RESPONSIBILITIES

- 4.01 The *Township* agrees to designate a person who shall be responsible for providing any required information to the *Fire Chief* with respect to the *Fire Protection Services* required.
- 4.02 The *Township* agrees to maintain all streets and roads in the *Fire Area* identifiable by having them clearly marked at all intersections. In addition, the *Township* agrees to ensure all applicable buildings being identified have and maintain 911 civic number signs, and that the signs are positioned in such a way they can be easily seen from the highway end of the laneway to the building.
- 4.03 The *Township* agrees to provide a map of the *Fire Area* of the *Township* of Harris that will also clearly indicate all readily accessible static sources of water available for firefighting operations as described in Appendix "1" hereto.
- 4.04 In order to help ensure adequate quality and quantity of service, organizational performance, efficiency and effectiveness of the *Fire Department*, and the ability to identify future service demands, the *Township* agrees to develop and maintain a Municipal Fire Risk Assessment. The Risk Assessment shall be reviewed on an annual basis by the *Township* and the *Fire Chief* to identify changes to the *Township's* fire risk.

- 4.05 The *Township* shall be responsible for establishing and notifying in the manner and to the extent deemed necessary all of the residents and occupants of the *Fire Area* of the procedures for reporting an emergency and of the services provided by the *Fire Department*.
- 4.06 The *Township* represents and warrants to the *City* that it has an approved emergency plan, required pursuant to The Emergency Management and Civil Protection Act (EMCPA R.S.O. 1990) and a copy of same will be provided to the *Fire Chief* upon the signing of this Agreement. Any subsequent amendments to the emergency plan will be communicated to the *Fire Chief* in a timely manner. The *Township* further represents and warrants that all appropriate by-laws or resolutions have been made by council to authorize the activities and responsibilities of the *Fire Chief* under the emergency plan, a copy of which is attached hereto as Appendix "5".
- 4.07 The *Township* warrants that the appropriate by-law has been enacted authorizing the activities and responsibilities of the *Fire Chief* as the "Chief Fire Official" for the fire area, as in Appendix "3" attached hereto.

5.0 FEES

- 5.01 In consideration of the *Fire Protection Services* herein provided and contained in this agreement, the *Township* agrees to pay the *City* the fees as more particularly set out in Appendix "4" attached hereto.

6.0 LIABILITY AND INDEMNIFICATION

- 6.01 The *City* shall not be liable for any injury to the *Township*, or to any officers, employees, agents, residents, occupants or visitors of the *Township* or the *Fire Area*, or for any damage to or loss of property of *Township*, or of any officers, employees, agents, residents, occupants or visitors of *Township* or the *Fire Area*, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide *Fire Protection Services* on any occasion to the *Township* or for any decision made by the *Fire Chief* pursuant to section 3.03 of this Agreement.
- 6.02 The *City* shall save harmless and fully indemnify the *Township*, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.01 and such indemnification shall survive the termination of this Agreement.
- 6.03 Sections 6.01 and 6.02 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of *City* while acting within the scope of his or her employment.
- 6.04 The *Township* shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of *City* caused by or in any way related to the performance of this Agreement.

- 6.05 The *City* shall save harmless and fully indemnify the *Township*, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.04 and such indemnification shall survive the termination of this Agreement.
- 6.06 Sections 6.04 and 6.05 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of *City* while acting within the scope of his or her employment.

7.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 7.01 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - e) was developed by either party independently, without a breach of any duty of confidence.
- 7.02 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.00.
- 7.03 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.

- 7.04 Where the *City* or the *Township* or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*, when performing the *Fire Protection Services* described herein, then the *City* or the *Township*, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

8.0 NOTICES/DISPUTE RESOLUTION

- 8.01 The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- 8.02 Should there be any dispute between the parties to this agreement with respect to any matter contained in this agreement, including but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement, such arbitrator shall be appointed by a judge of the Superior Court of Justice of Ontario pursuant to the provisions of the Arbitrations Act or pursuant to any successor legislation.
- 8.03 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect.
- 8.04 Notwithstanding anything in this Agreement, this Agreement may be terminated at any time by either party giving written notice to the other party not less than three (3) months prior to the established termination date at the following address:
- (a) Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this agreement may be validly and effectually given by mailing the same by prepaid registered post addressed as follows:

The Corporation of the City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive,
Haileybury, Ontario.
POJ 1K0

The Corporation of the Township of Harris
R.R. # 3, Site 4-96,
New Liskeard, Ontario.
P0J 1P0

- (b) And every such notice shall be deemed and taken to have been delivered on the day following the day on which it was so mailed.

IN WITNESS WHEREOF the parties have hereto set their hands and seals;

SIGNED, SEALED AND DELIVERED

The Corporation of the City of Temiskaming Shores in the presence of:

_____)	_____
WITNESS)	Carman Kidd
)	Mayor
)	
)	
)	
)	
_____)	_____
WITNESS)	David Treen
)	Municipal Clerk

The Corporation of the Township of Harris in the presence of:

_____)	_____
WITNESS)	Chantal Despres
)	Reeve
)	
)	
)	
)	
_____)	_____
WITNESS)	Anita Heard
)	Clerk-Treasurer

APPENDIX “1” FIRE AREA (SECTION 1.01)

The following describes the *Fire Area* of the *Township* for the purposes of the *Fire Protection Services* agreement between the *City* and the *Township* (all of the Township of Harris), and indicating the readily accessible static sources of water for firefighting purposes in the fire area of the Township.

Note: New mapping required

APPENDIX “2” FIRE PROTECTION SERVICES (Section 3.01)

The following describes the *Fire Protection Services* to be provided to the *Township* for the purposes of the *Fire Protection Services* agreement between the *City* and the *Township*.

<p><u>Fire Protection and Emergency Response</u></p> <ul style="list-style-type: none"> ▪ Fire Suppression <ul style="list-style-type: none"> ○ Structural firefighting including rescue ○ Vehicle firefighting ○ Grass, brush, firefighting ○ Marine firefighting (shore based only) ▪ Rescue Services <ul style="list-style-type: none"> ○ Vehicle accidents ○ Vehicle extrication ○ In-Water/Ice rescue – Station No. 2 ○ Industrial/agricultural machine rescue ▪ Hazardous material response (awareness level only) ▪ Basic medical and ambulance assistance ▪ Other agency/public assistance 	<p><u>Training</u></p> <ul style="list-style-type: none"> ▪ Firefighter Training ▪ Officer Training ▪ Medical Assistance Training ▪ Hazmat Training ▪ Fire prevention/public education training ▪ Staff Training <ul style="list-style-type: none"> ○ Training records management
<p><u>Fire Prevention</u></p> <ul style="list-style-type: none"> ▪ Inspections ▪ Fire Code Enforcement ▪ Fire Investigations – <ul style="list-style-type: none"> ○ Cause and Determination ○ Cause Human Behavior ▪ Plans Review ▪ General Inquiries, Information, Public Relations 	<p><u>Public Education</u></p> <ul style="list-style-type: none"> ▪ Public Fire Safety Training & Education ▪ Fire Follow-up Human Behavior ▪ Public Fire Information Displays ▪ Public Relations
<p><u>Equipment, Apparatus & Communications</u></p> <ul style="list-style-type: none"> ▪ Equipment / Apparatus Maintenance Updates 	<p><u>Administration</u></p> <ul style="list-style-type: none"> ▪ Human Resources Coordination for Department ▪ Fire Report Coordination ▪ Public Relations

APPENDIX "3" APPOINTMENT OF CHIEF FIRE OFFICIAL (SECTION 4.07)

The following is the by-law of the Corporation of the Township of Harris that appoints the Temiskaming Shores Fire Chief as the Chief Fire Official for the Township of Harris.

Note: New appointment by-law required.

APPENDIX "4" FEES (SECTION 5.01)

The following are the fees that the Township of Harris agrees to pay the City of Temiskaming Shores for the provision of Fire Protection Services.

2018	\$ 45,450.00 + HST
2019	2018 Rate + Consumer Price Index (CPI) + HST
2020	2019 Rate + Consumer Price Index (CPI) + HST
2021	2020 Rate + Consumer Price Index (CPI) + HST
2022	2021 Rate + Consumer Price Index (CPI) + HST

APPENDIX "5" EMERGENCY PLAN (Section 4.06)

The following is a copy of the approved Emergency Plan for the Township of Harris.

Note: Copy of Emergency Plan to be provided.

Memo

To: Mayor and Council
From: Douglas Walsh, Director – Public Works
Date: September 5, 2017
Subject: Ontario Community Infrastructure Fund – 2017 Top-up Fund Application
Attachments: **Appendix 01 - Temiskaming Shores 2017 OCIF Allocation Notice**

Mayor and Council:

During the 2016 Provincial Budget deliberations, the Province announced that the total funding being made available through the Ontario Community Infrastructure Fund (OCIF) would increase from \$100 million per year to \$300 million per year by 2018-19.

On July 4, 2016 the Province of Ontario launched the expanded Ontario Community Infrastructure Fund (OCIF) program which will continue to provide support for municipal infrastructure projects by increasing the amount of stable, predictable formula-based funding from \$50 million per year to approximately \$95 million in 2017, \$130 million in 2018 and \$200 million per year in 2019 and thereafter.

For Temiskaming Shores, the formula based funding allocation within the expanded Ontario Community Infrastructure Fund, for 2018 and 2019 is projected to be as follows:

- 2018 proposed formula allocation **\$205,197**
- 2019 proposed formula allocation **\$318,735**

Also included in the announcement was the re-designing of the application-based component to act as a “top-up” component allowing smaller municipalities with critical infrastructure projects to submit proposals to bring their total OCIF funding up to a maximum of \$2 million over two years. (The Top-up Funding cap available to eligible recipients will be calculated by combining the following two years formula based allocation (i.e. 2018 plus 2019) and subtracting that from a two million dollar total OCIF allocation).

Based on the successful application in 2015 for the North Cobalt Water Stabilization Project, the City of Temiskaming Shores was not eligible for the 2016 OCIF intake; however, recent correspondence, dated June 26, 2017, indicates that Temiskaming Shores is eligible to apply for up to 90% of a project's eligible costs or as the Ministry has determined, a top-up funding cap of \$1,476,068 in 2017. The applications must be submitted by September 27, 2017 with funding announcements anticipated in February of 2018.

This competitive application process will assess nominated projects primarily on their critical health and safety aspects, however, an assessment of the applicant's Asset Management Plan will also be considered as part of the review and assessment of the applications, leading to a decision on project funding.

Currently, the City has a street reconstruction project in the design phase as well as a number of road rehabilitation projects that have been identified in the Asset Management Plan and may qualify for the top-up funding.

The Albert Street Reconstruction project includes the total reconstruction of Albert Street, from Rorke Avenue to Bruce Street, including all buried infrastructure and appurtenances as well as the roadway sub-base, base and surface. The total length of the project is approximately 570 metres with an estimated construction cost of \$2.2M. This project is deemed to be one of the higher priority projects in the municipality; however, it is currently not included in the AMP.

The AMP does, however, include a number of sections of roadway in the “renewal / rehabilitation” activities that were identified as priority projects in the first draft of the document. Included in the list are Lakeshore Road from Ethel Street to Main Street, King Street from Morissette Drive to Louise Street, West Road from Niven Street to Hwy 11, Mowat Landing Road from Hwy 11 to Firstbrook Line and Armstrong Street from the Wabi River Bridge to Hwy 65 East. Within the limits outlined above, minor bridge and culvert repairs have also been included.

In conjunction with the 2018 Roads Program, staff is recommending that Council consider the rehabilitation of portions of the former Provincial Highways, outlined above, as the priority and that those projects be combined as the “*Rehabilitation of Lakeshore Road, King Street and West Road in the City of Temiskaming Shores Project*” and form the basis for the 2017 OCIF Top-up Funding application.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

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

Office of the Minister
77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: (416) 326-3074
Fax: (416) 326-3083

**Ministère de l'Agriculture,
de l'Alimentation et
des Affaires rurales**

Bureau du ministre
77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
Télééc. : 416 326-3083



Ministry of Infrastructure

Office of the Minister
Hearst Block, 8th Floor
900 Bay Street
Toronto, Ontario M7A 1L2
Telephone: 416-325-6666
Fax: 416-314-5464

Ministère de l'Infrastructure

Bureau du ministre
Édifice Hearst, 8e étage
900, rue Bay
Toronto (Ontario) M7A 1L2
Téléphone : 416 325-6666
Télécopieur : 416 314-5464

June 26, 2017

His Worship Carman Kidd
Mayor
City of Temiskaming Shores
ckidd@temiskamingshores.ca

Dear Mayor Kidd:

As part of the largest infrastructure investment in Ontario's history, our government is committed to helping rural communities improve vital local infrastructure. That's why we are tripling the Ontario Community Infrastructure Fund (OCIF) annually to \$300 million by 2019, and providing communities like yours with more stable, predictable and bankable OCIF formula funding.

This year, the Top-Up Application Component of OCIF is also increasing to \$100 million to help communities apply for additional funding to address larger critical infrastructure projects. I am pleased to inform you that we are now accepting proposals for the 2017 intake of OCIF Top-Up Application funding. **The City of Temiskaming Shores is eligible to apply for up to \$1,476,068.**

Your community may submit one project proposal, either individually or in partnership with another community. The deadline for submitting proposals for OCIF Top-Up Application funding is Wednesday, September 27, 2017, at 5 p.m.

Please note that this is a competitive application process that will assess projects primarily on their critical health and safety aspects. An assessment of the applicant's asset management plan will also be considered as part of this process.

For more information about OCIF, please visit our government's infrastructure funding [website](http://www.ontario.ca/municipalinfrastructure) (www.ontario.ca/municipalinfrastructure). Should you have any additional questions, please call OMAFRA's contact centre (1-877-424-1300) or email OCIFApps@ontario.ca.

.../2

Working together, we are investing to build Ontario up, grow our economy, create jobs across the province, and make everyday life easier for Ontarians.

Sincerely,

A stylized, handwritten signature in black ink, appearing to be 'JL'.

Jeff Leal
Minister of Agriculture, Food and Rural Affairs
Minister Responsible for Small Business

A handwritten signature in black ink, appearing to be 'Bob'.

Bob Chiarelli
Minister of Infrastructure

Subject: Accessibility upgrades – Dymond Hall
Award Contract to G. Belanger

Report No.: PW-029-2017
Agenda Date: September 5, 2017

Attachments

Appendix 01: RFQ 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-029-2017; and
2. That Council directs staff to prepare the necessary by-law and agreement with G. Belanger Construction Limited for accessibility upgrades at Dymond Hall at an upset limit of \$75,000.00, plus applicable taxes for consideration at the September 5, 2017 Regular Council meeting.

Background

Over the past several years staff and Council have reviewed the accessibility of our facilities as it relates to the *Accessibility for Ontarians with Disabilities Act* and the volume / frequency of use at each. In 2013 three facilities (Waterfront Pool Fitness Centre, Riverside Place and Dymond Community Hall) were identified as priorities and an architectural firm was retained to complete design work in preparation for funding opportunities.

In 2013 three facilities (Waterfront Pool Fitness Centre, Riverside Place and Dymond Community Hall) were identified as priorities and an architectural firm was retained to complete design work in preparation for funding opportunities.

In 2015, the accessibility upgrades at the Pool and Fitness Centre were completed, and in early 2017, those at Riverside Place were completed. With approved funding through the *Enabling Accessibility Fund*, the City would now be able to complete the required upgrades at the Dymond Community Hall.

Analysis

Only one (1) submission was received in response to the Request for Quotation PW-RFQ-004-2017 that had been circulated to known contractors and posted on the City's web site prior to the closing date of August 1, 2017 at 2:00 p.m.

The quotation was reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service contractor.

Appendix 01 – RFQ Opening Results summarizes the results of the response received as follows:

Vendor	Price (HST Excluded)
G. Belanger Construction	\$75,000.00

This report was presented to and discussed at the Building Maintenance Committee meeting held on August 31, 2017, and received support for presentation to Council at the September 5, 2017 Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- *Accessibility for Ontarians with Disabilities Act*
- 2017 Building Maintenance Capital Budget – Reallocation of funds
- Council Resolution No. 2017-289 – Reallocation of funds

Asset Management Plan Reference

N/A

Consultation / Communication

- Admin Report CGP-002-2017, Regular Council Meeting , February 7th, 2017
- Discussion with Public Works Committee on May 26th, 2017
- Discussion with Public Works Committee on July 6th, 2017
- Admin. Memo 020-2017-CS, Regular Council Meeting, July 11th, 2017
- Admin. Report PW-030-2017, Regular Council Meeting, September 5th, 2017

Financial / Staffing Implications

This item has been approved in the current budget: Yes ¹ No N/A

This item is within the approved budget amount: Yes ¹ No N/A

In early 2017 the Federal government, through the *Enabling Accessibility Fund*, approved \$50,000 in response to the City’s application for upgrades to the Riverside Place. With Waterfront Upgrades funding, already in place for Riverside Place, city staff requested that the Federal government reallocate the funding to Dymond Community Hall.

Council has approved the re-allocation of up to \$50,000.00 from the 2017 Capital Budget for the completion of this project.

Staff involvement will include the completion of the required Building Permit Application and periodic site visits.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical
Assets

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PW-RFQ-004-2017 "Accessibility Upgrades – Dymond Hall"**

Closing Date: **August 1, 2017**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: _____

Submission Pricing

Bidder: G. BELANGER CONSTR.

Bidder:

Hall Upgrades:	75,000.00
HST:	9,750.00
Total:	84,750.00

Hall Upgrades:	
HST:	
Total:	

Bidder:

Bidder:

Hall Upgrades:	
HST:	
Total:	

Hall Upgrades:	
HST:	
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Total:	

Bidder:

Bidder:

Hall Upgrades:	
HST:	
Total:	

Hall Upgrades:	
HST:	
Total:	

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

<u>Print Name</u>	<u>Representing</u>
LINDA MCKNIGHT	CoPTS
Mitch Lafreniere	City of T. Shores
NOLAN DOMBROSKI	EXP
Clint Beairsted	PCI
Steve Burnett	CoPTS
MARIC LAVOILLE	EXP
Michael DelMarte	exp
Dave Whelan	CoPTS
Dave Logan	CoPTS

Signature

L. McKnight

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

**Being a by-law to enter into an agreement with G. Belanger
Construction for Accessibility Upgrades at the Dymond
Community Hall**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-029-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with G. Belanger Construction for the Accessibility Upgrades at the Dymond Community Hall at an upset limit of \$75,000 plus applicable taxes for consideration at the September 5, 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 G. Belanger Construction for the Accessibility Upgrades at the Dymond Community Hall at an upset limit of \$75,000 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 5th day of September, 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

G. Belanger Construction

for the Accessibility Upgrades at the Dymond
Community Hall

This agreement made in duplicate this 5th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

G. Belanger Construction

(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Do and fulfill everything indicated in Request for Quotation PW-RFQ-004-2017;
- b) Complete work in accordance to Proposal Submission, a copy of which is attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) 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 III:

All communications in writing between the parties, or between them and the Engineer 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:

G. Belanger Construction
349 Niven Street South
Haileybury, Ontario
P0J 1P0

The Owner:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

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

Signed and Sealed in)
the presence of)

G. Belanger Construction

Contractor’s Seal)
(if applicable))

President - Steve Belanger

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

Proposal Submission

Respondent Information Form

RESPONDENTS must complete this form and include with the Proposal Submission
Please ensure all information is legible.

1.	Respondent's Main Contact Individual	Steve Belanger
2.	Address	349 Niven Street HAILEYBURY ONT PO BOX 10
3.	Office Phone #	(705) 672-3416
4.	Toll Free #	
5.	Cellular #	(705) 678-0571
6.	Pager #	
7.	Fax #	(705) 672-2828
8.	e-mail address	gbelanger@eastlink.ca
9.	Website	
10.	Tax Account #	
11.	Manufacturer ISO Certified?	

Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# _____	<u>NONE</u> _____
# _____	_____
# _____	_____

Check here if NO Addenda received.

G. BELANGER Construction
RESPONDENT

[Signature]
SIGNATURE

Aug 1st 2017
DATE

To the City of Temiskaming Shores, hereafter called the "Owner ":

I/WE G. Belanger Construction the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
4. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the Awarding of the Contract by the Owner is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the Owner and their

officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

- 12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. THE TOTAL BID PRICE (EXCLUDING APPLICABLE TAXES):

-seventy-five thousand
xx DOLLARS (\$ 75 000.00)
 in lawful money of Canada.

17. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in these bid documents form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before twenty-four (24) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Owner or Owner's Representative. Please check with the owner via e-mail mlafreniere@temiskamingshore.ca prior to submitting your bid submission for the number of addendums released

18. The Bidder hereby agrees to commence the work by September 1st, 2017 and to complete all work by October 31st, 2017. Liquidated damages shall be paid for time past this period.

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL: St Remy
 (I have authority to bind the company)

POSITION: President

WITNESS: _____
 (If not under seal)

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE Harleyburg
 (City/Town)

THIS 1 DAY OF August 20 17

Items and Unit Prices

Price complete, including supply and installation of replacement roofing, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site of all packaging and rubbish, warranties, guarantees and all other costs:

The Bid amount shall include all costs incurred, excluding HST.

DESCRIPTION	TOTAL PRICE
Supply & Installation of accessible upgrades At Dymond Hall	\$ 75000 ⁰⁰
HST	\$ 9750 ⁰⁰
Total Project Value	\$ 84750 ⁰⁰

Note: owner reserves the right, at its sole discretion to accept or refuse any of the above unit pricing without affecting other unit prices.

GRAND TOTAL \$ 84750⁰⁰

Provisional Items

The Bidder Hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work, which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Bid amount shall include all costs incurred, excluding HST.

Description	Unit	Price
Hourly rate for Supervisor	per hour	\$ <u>50⁰⁰</u>
Hourly rate for Laborer	per hour	\$ <u>45⁰⁰</u>
Hourly rate for Tradesperson	per hour	\$ <u>60⁰⁰</u>

List Sub-Contractors

State OWN FORCES if a sub-Contractor is not required for any of the trades listed; otherwise name Work and sub-Contractor proposed to be used.

The Owner reserves the right to approve all proposed Sub-Contractors and where the Owner objects to the use of any proposed Sub-Contractor, the Bidder shall use another sub-Contract Bidder acceptable to the Owner. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract Award shall be subject to the approval of the Owner.

The Awarded Bidder may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Awarded Bidder shall only use those Sub-Contractors approved by the Owner and shall be held fully responsible to the Owner for the acts and omissions of its sub-Contractors.

Type of Work	Sub-Contractors	Contact Name and Number
Electrical	Licop Electric	John Licop (705) 648-5119
Mechanical	Hailey bony Plumbing + Heating	John Champagne (705) 672-3416
Concrete Asphalt.	Pedersen Construction	Alec Pedersen (705) 647-6223
Door + Automatic Opener	NGM	Rick Alexander (705) 472-0661
Remaining of project.	OWN Forces	Steve Belanger (705) 648-0571

Add additional sheets if required

City of Temiskaming Shores
PW-RFQ-004-2017
Accessibility Upgrades Dymond Hall

Non-Collusion Affidavit

I/ We G. Belanger Construction the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

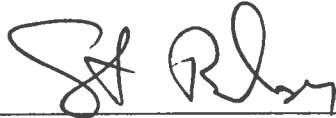
Such bid is genuine and is not a collusive or sham bid.

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.

Signed



Company Name

G. Belanger Construction

Title

President



City of Temiskaming Shores

Accessibility Upgrades Dymond Hall

PW-RFQ-004-2017

PW-RFQ-004-2017

City of Temiskaming Shores

PW-RFQ-004-2017

Accessibility Upgrades Dymond Hall

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 Haileybury this 1 day of August, 2017.

FIRM NAME: 164149 Ont. LTD % G. Belanger Construction

BIDDER'S AUTHORIZED OFFICIAL: Steve Belanger

TITLE: President

SIGNATURE: [Signature]

Subject: STREETSCAN Agreement
LAS Roads Assessment Survey

Report No.: PW-030-2017
Agenda Date: September 5, 2017

Attachments

- Appendix 01:** Admin. Report PW-025-2017 - July 11, 2017
Appendix 02: Resolution 2017-293 - July 11, 2017
Appendix 03: MAMP Application – July 24, 2017
Appendix 04: Draft Agreement with STREETSCAN

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-030-2017 and more specifically Appendix 04 - Draft Agreement with STREETSCAN for the completion of the Roads Assessment Survey for all bituminous treated roads in Temiskaming Shores;
2. That Council further acknowledges that the completion of the Roads Assessment Survey is conditional on the municipality obtaining a Federation of Canadian Municipalities “*Municipal Asset Management Program*” grant;
3. That Council confirms the commitment of up to \$15,000 from its 2017 budget towards the cost of this initiative; and
4. That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 5, 2017 Regular Council meeting.

Background

On May 9, 2017 a \$50 million dollar initiative, Municipal Asset Management Program (MAMP) was announced by the Government of Canada and is to be delivered by the Federation of Canadian Municipalities (FCM).

Through the Municipal Asset Management Program, municipalities will be able to access grants to fund activities such as asset management needs or risk assessments; asset management plans, policies and strategies; data collection and reporting; asset management training and organizational development; and knowledge transfer, development and sharing.

In applying asset management best practices, municipalities can determine which infrastructure projects deliver the most value for money, while improving the long-term performance of physical assets. A municipality's asset management approach considers the needs of citizens, the resources available and the lifecycle of physical assets such as roads, bridges, facilities and systems.

On July 11, 2017 Council considered Administrative Report PW-025-2017 regarding the submission of an application for funding through FCM for the Municipal Asset Management Program (MAMP) and approved Resolution 2017-293 attached as Appendix 02.

Analysis

Based on the approval of Council, to submit an application to the FCM for funding through the MAMP, a complete application was submitted on July 24th with confirmation of receipt and project eligibility obtained that same day. While the recognition of eligibility does not guarantee funding, the application is currently being reviewed by an independent peer reviewer and a decision on the funding is anticipated in early September.

LAS and STREETSCAN have indicated that the work described in the initial proposal and Draft Agreement (Appendix 03) requires favorable weather conditions to complete and while the funding announcement has not been confirmed, they have planned to complete the field work in mid to late August to coincide with other work in Northeastern Ontario.

As noted in the Draft Agreement “*the completion of the Roads Assessment Survey is conditional on the municipality obtaining a Federation of Canadian Municipalities “Municipal Asset Management Program” grant*”, therefore, any work completed by STREETSCAN prior to funding confirmation is at that companies risk.

Relevant Policy / Legislation / City By-Law

- 2017 Public Works Operations and Capital Budgets
- Council Resolution No. 2017-293
- Proposed *Municipal Asset Management Planning Regulation* (currently posted on the EBR on May 25th, 2017)

Asset Management Plan Reference

The proposed work will be used to update the following;

- Section 4 - State of the Local Infrastructure,
- Section 4.5 - Roads Network (Inventory, Condition Profile and Report Card)
- Section 5 - Desired Levels of Service
- Section 5.4 Data Collection (Roadways, Bridges and Traffic Control Lighting)
- Section 6.2 Non-Infrastructure Solutions (Data Collection , Management and Software)
- Section 6.3 Operation and Maintenance Activities, and
- Section 6.4 Renewal, Rehabilitation and Replacement Activities

in accordance with the above noted proposed regulation, which will be required prior to January 1st, 2020.

Consultation / Communication

- Staff attendance at AMO presentation - “AMP Level of Service” Workshop, May 24th, 2017
- LAS / Streetscan Presentation to City Staff – May 31st, 2017

- Presentation and discussion with Public Works Committee on July 6th, 2017
- Admin. Report PW-025-2017, Regular Council Meeting, July 11th, 2017
- Public Works Committee Meeting, August 31st, 2017
- Admin. Report PW-030-2017, Regular Council Meeting, September 5th, 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

Commitment for the City's portion of the funding (up to \$15,000) was received at the July 11, 2017 Regular Meeting of Council as indicated in Resolution No. 2017-293.

The completion of the project and expenditure of City funds is dependant to successful receipt of funding from the Federation of Canadian Municipalities "Municipal Asset Management Program.

Staffing requirements are limited to providing the information, in electronic data form, of all roadways that are to be surveyed. Once to project has been funded and the field work and data analysis has been completed, staff will receive training on the software which will allow for the interpretation of the data enabling the City to utilize it for future budget processes as well as fulfilling a requirement of the next draft of the City's Asset Management Plan.

Alternatives

No alternatives are being were considered as the project is dependant of successful funding.

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

Subject: FCM Funding Application Submission **Report No.:** PW-025-2017
- LAS Roads Assessment Survey **Agenda Date:** July 11, 2017

Attachments

Appendix 01: FCM “*Municipal Asset Management Program: Funding Offer*” Application Guide

Appendix 02: LAS / Streetscan Roads Assessment Brochure

Appendix 03: LAS / Streetscan Proposal

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2017 and more specifically Appendix 01 being the Federation of Canadian Municipalities, “*Municipal Asset Management Program: Funding Offer*” Application Guide, for potential funding, and Appendix 03 being the LAS Roads Assessment Survey proposal for all bituminous treated roads in Temiskaming Shores; and
2. That Council for the City of Temiskaming Shores considers that with the recent posting of the proposed *Municipal Asset Management Planning Regulation*, which will see much more prescriptive requirements within the City’s Asset Management Plan, a comprehensive Roads Assessment Survey and Needs Study is required; and
3. That Council for the City of Temiskaming Shores commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities’ Municipal Asset Management Program to advance our asset management program:
 - Mobile Sensing Roads Data Collection
 - Roads Assessment Data Processing
 - Pavement Management Plan utilizing a GIS based software analytics platform; and
4. That Council for the City of Temiskaming Shores directs staff to apply for a grant opportunity from the Federation of Canadian Municipalities’ Municipal Asset Management Program for a Road Needs Assessment; and
5. That Council for the City of Temiskaming Shores commits up to \$15,000 from its 2017 budget towards the cost of this initiative.

Background

On May 9, 2017 a \$50 million dollar initiative, Municipal Asset management Program (MAMP) was announced by the Government of Canada and is to be delivered by the Federation of Canadian Municipalities.

Through the Municipal Asset Management Program, municipalities will be able to access grants to fund activities such as asset management needs or risk assessments; asset management plans, policies and strategies; data collection and reporting; asset management training and organizational development; and knowledge transfer, development and sharing.

In applying asset management best practices, municipalities can determine which infrastructure projects deliver the most value for money, while improving the long-term performance of physical assets. A municipality's asset management approach considers the needs of citizens, the resources available and the lifecycle of physical assets such as roads, bridges, facilities and systems.

The application process will be accessible all year round to cities and communities across the country. Details about the program and funding opportunities are available online: FCM's Municipal Asset Management Program.

On May 31st, staff met with representatives from LAS and Streetscan for a detailed demonstration of the LAS Roads Assessment Survey. A Webex presentation was also carried out for the Public Works Committee at the July 6th meeting.

Analysis

Based on the information provided in the FCM MAMP Application Guide, and as noted above, there are a number of areas related to Asset Management Plans eligible for funding under the Program.

LAS and Streetscan have confirmed that the work that is carried out in the Roads Assessment Survey is eligible for funding and have been working with other municipalities in the province to gather information on paved roadways which will be used in Road Needs Studies as well as Asset management Plans on a go forward basis. The information gathered will provide comparisons, evaluations and recommendations on prioritizing future roadway work, complete with estimates.

While there are many options available through the survey process, the collection of roadway surface information, including pavement markings as well as pedestrian facilities (sidewalks, crosswalks and signalization) are the most important and most time consuming for staff to gather in the field.

As indicated on the attached proposal (Appendix 02), the work includes all currently bituminous surfaced roadways surveyed in detail with 80% (to a maximum of \$50,000) of the cost being eligible for funding under the MAMP.

The application process is on-going at this time, and within five (5) days of submission applicants receive acknowledgement and project expenditures after that date will be eligible for funding. Following the evaluation of the application, and within two (2) months of the submission date, a decision on the funding will be provided. The recipient will then receive an Agreement which is to be returned within four (4) weeks. Following the submission of a Final Project Report, funds will be disbursed.

The last Roads Needs Study completed in New Liskeard was prior to amalgamation and no further work has been completed on this asset. The public Works staff has initiated the process to gather information in conjunction with Municipal Data Works related to surface type and length and width, however, a detailed analysis of the surface and sub-surface conditions and roadside drainage has not yet been started.

Relevant Policy / Legislation / City By-Law

- 2017 Public Works Operations and Capital Budgets
- Proposed *Municipal Asset Management Planning Regulation* (currently posted on the EBR on May 25th, 2017)

Asset Management Plan Reference

The proposed work will be used to update the following;

- Section 4 - State of the Local Infrastructure,
- Section 4.5 - Roads Network (Inventory, Condition Profile and Report Card)
- Section 5 - Desired Levels of Service
- Section 5.4 Data Collection (Roadways, Bridges and Traffic Control Lighting)
- Section 6.2 Non-Infrastructure Solutions (Data Collection , Management and Software)
- Section 6.3 Operation and Maintenance Activities, and
- Section 6.4 Renewal, Rehabilitation and Replacement Activities

in accordance with the above noted proposed regulation, which will be required prior to January 1st, 2020.

Consultation / Communication

- Staff attendance at AMO presentation - “AMP Level of Service” Workshop, May 24th, 2017
- LAS / Streetscan Presentation to City Staff – May 31st, 2017
- Presentation and discussion with Public Works Committee on July 6th, 2017.
- Admin. Report PW-025-2017, Regular Council Meeting, July 11th, 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 existing inventory of bituminous surfaced roadways and sidewalks provides sufficient detail for an accurate estimate to complete the work recommended in the Survey. All information gathering and interpretation will be completed by LAS / Streetscan, with continued access to the data for future review during planning and budget deliberations. Staffing implications related to this matter would be limited to normal administrative functions and duties.

Although this work had not been identified in the 2017 budget process, the completion of the survey and interpretation of the data will assist in the 2018 budget process and beyond, as well as fulfilling a requirement of the next draft of the City's Asset Management Plan.

Alternatives

Council may decline the opportunity to submit an application for funding to the Federation of Canadian Municipalities – Municipal Asset Management Program for the project being recommended.

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



The Corporation of the City of Temiskaming Shores

Regular Meeting of Council

July 11, 2017

Resolution

**Administrative Report No. PW-025-2017 – Federation of Canadian Municipalities
Funding Application submission – LAS Roads Assessment Survey**

Resolution No. 2017-293

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-025-2017, more specifically Appendix 01 - FCM "*Municipal Asset Management Program: Funding Offer*" Application Guide and Appendix 03 - LAS Roads Assessment Survey proposal for all bituminous treated roads in Temiskaming Shores;

That Council for the City of Temiskaming Shores considers that with the recent posting of the proposed *Municipal Asset Management Planning Regulation*, which will see much more prescriptive requirements within the City's Asset Management Plan, a comprehensive Roads Assessment Survey and Needs Study is required;

That Council for the City of Temiskaming Shores commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:

- Mobile Sensing Roads Data Collection;
- Roads Assessment Data Processing;
- Pavement Management Plan utilizing a GIS based software analytics platform.

That Council for the City of Temiskaming Shores directs staff to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for a Road Needs Assessment; and

That Council for the City of Temiskaming Shores commits up to \$15,000 from its 2017 budget towards the cost of this initiative.

Carried

Certified True Copy
City of Temiskaming Shores

A handwritten signature in blue ink, appearing to read "D. Treen", written over a horizontal line.

David B. Treen
Municipal Clerk



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

Municipal Asset Management Program Application Form

FCM's Municipal Asset Management Program Application Form

IMPORTANT: Before filling out this application form, please read the Municipal Asset Management Program (MAMP) [application guide](#), available on the FCM website.

We encourage you to contact FCM before you submit your application. FCM advisors can help determine if your project is eligible, answer questions and help you prepare a successful application. Contact us at:

programs@fcm.ca

Tel.: 613-907-6208 or 1-877-997-9926

Part A: Applicant information

There are two eligible lead applicant categories:

- » Municipal governments (e.g. towns, cities, regions, districts, etc., and local boards thereof)
- » Municipal partners applying in association with a municipal government

A municipal partner is one of the following entities:

- a. a municipally owned corporation
- b. a regional, provincial or territorial organization delivering municipal services
- c. an indigenous community
 - » *Certain indigenous communities require a shared service agreement with a municipal government related to infrastructure to be eligible. Contact FCM for additional details.*
- d. a not-for-profit organization with a focus on municipal services

Please note that private-sector entities are not eligible as municipal partners.



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Municipal Asset Management Program Application Form

1. Lead applicant information

Please select your organization type from the list below. If you are unsure, please review the [application guide](#), or contact FCM: email programs@fcm.ca or call 613-907-6208 or 1-877-997-9926.

- Municipal government (e.g. towns, cities, regions, districts, etc., and local boards thereof)

Municipal partner

- a municipally owned corporation
- a regional, provincial or territorial organization delivering municipal services
- an indigenous community
 - » *Certain indigenous communities require a shared service agreement with a municipal government related to infrastructure to be eligible. Contact FCM for additional details.*
- a not-for-profit organization with a focus on municipal services
- Other Describe: _____

2. Lead applicant contact information

Organization name

Corporation of the City of Temiskaming Shores

Mailing address

Address

325 Farr Drive, P.O. Box 2050

City

Haileybury

Province/territory

Ontario

Postal code

P0J 1K0

Tel.

705-672-3363

Fax (optional)

705-672-2911

Lead applicant primary contact information

Salutation (optional)

Mr.

First name

Douglas

Last name

Walsh

Middle initial (optional)

Title

Director - Public Works

Email

dwalsh@temiskamingshores.ca

Tel. (work)

705-672-3363

Ext.

4126

Cell (optional)

705-622-2285



3. Additional lead applicant information

The following demographic information will help FCM understand the reach and results of the Municipal Asset Management Program:

Lead applicant annual operating budget	\$25,700,000.00
Number of administrative staff that manage the municipality or lead organization (e.g. senior administrators, finance, public works, planners and other administrative staff)	11 – 20

Part B: Self-assessment

Please complete a self-assessment using the Asset Management Readiness Scale, available for download. Using the results of the self-assessment, fill in the Current State column in the table below.

5. Self-assessment summary – Current State

Competency	Current State <i>What are your current readiness levels?</i>	Notes <i>Provide rationale for assigning each readiness level. What specifically have you done that puts you at the readiness level you have selected?</i>
Policy and governance	Level 2	The initial draft version of the Asset Management Plan was prepared in-house and approved by Municipal Council in November 2014 with a subsequent revision in August 2015. At that time an Asset Management Policy and Strategy had been developed and were clearly defined in the document. The AMP included the basic asset groups including Water Systems, Sanitary Sewer Systems, Storm Sewer Systems, Roads Network and Bridges. (Inventories for these assets were not complete due to existing records keeping). An introduction to Levels of Service, State of teh Local Infrastructure, Desired Levels of Service and Financial Strategy were also introduced in the initial draft. Operations and maintenance priorities were also identified over the first five years of the AMP with a commitment to revisit the priorities annually and the overall document every five years (sooner if required).
People and leadership	Level 1	Temiskaming Shores continues to work towards establishing an Asset Management Team across all departments in the municipality, and are nearing completion of Level 2 in the readiness scale. Council considers the AMP a "living document" and requires staff to include reference to the Plan whenever projects or funding requests are being considered. The City Manager, Treasurer, Director of Public Works and members of Council have all attended various asset management forums and training, with Council having committed funding and resources towards improving the existing AM system and Plan update.



Data and information	Level 2	As outlined above, the current AMP includes inventories (accuracy is still being confirmed) for the our major asset categories. The City is utilizing GIS software (Municipal Data Works) to update the information being field proofed (size, material, condition etc.) and are developing a link between the information and future planning efforts and asset management. The initial AMP identified the need for updated Roads Needs Studies as well as a more comprehensive CCTV inspection program for sanitary and storm sewer system piping.
Planning and decision making	Level 2	Priorities are reviewed on an on-going basis during the planning and budget process. Priorities identified in the initial AMP have been, for the most part, included in and completed the past three fiscal budgets based on health, safety and environmental concerns. New priorities have been considered and in some cases approved based on similar concerns or current needs during those same budget deliberations.
Contribution to asset management practice	Level 2	Over the past several years the City has been working at knowledge transfer and succession planning as a means of retaining information that would otherwise be lost through retirement of long service employees. As indicated above, the City Manager, Treasurer, Director of Public Works and members of Council have all attended various asset management forums and training sharing the information garnered at those opportunities with other staff during Committee Meetings. The City are currently members of the Ontario Good Roads Association working with a Committee of like minded municipalities in expanding the capabilities of Municipal Data Works as well as the Municipal Finance Officers Assoc. and attend a number of workshops and training sessions on AMP.

Part C: Project description

6. Working title

What is the project’s working title? This title will be used publically to identify the project.

City of Temiskaming Shores Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform

7. Description

Provide a high-level description of your project. Summarize what you will do and what the project will achieve in 100 words or less. If your application is accepted, this section will be used as the public description of your project.

The LAS Roads Assessment Service diagnoses roadway defects efficiently and effectively using rapid-sensor inspection technology collecting pavement related data while traveling in traffic. Data is collected in tight time synchronization using acoustic technology, millimeter-wave surface radar array, video cameras, and a ground penetrating radar array (GPR).

The data is put into a web-based GIS data management, processing and visualization environment designed for



Pavement condition monitoring. The interface provides visual tools and methods to help decision makers formulate optimum strategies to maintain and improve their roadways over a given time period including repair suggestions, prioritization and long term planning.

8. Activities and deliverables

What are the proposed activities that you want FCM to fund? Please identify one to three activities.

What deliverables do you plan to submit to FCM at the end of this project that will demonstrate you have completed the activities? Please identify at least one deliverable per activity.

Please see the application guide for additional guidance on the level of detail expected.

Table with 2 columns: Activity and Deliverable. Includes examples and a numbered list of activities with corresponding deliverables.

Note: Please use these same activities to complete the workplan and budget template. In the workplan and budget template, you will be required to break each of these activities down into tasks.

9. Outcomes

Describe how your proposed activities will improve your asset management capacity. What impact will these activities have on attitudes, behaviours, relationships, actions, policies or practices in your organization?

What impact will these activities ultimately have on your municipality or community?

Why are these activities a priority for you at this time?

Roads Management is one of the most costly budget items for a municipality. More objective data driven analysis will



produce an organized data-driven approach for pavement management activities including:

1. Projecting ePCI (Pavement Condition Index): a data driven deterioration model takes into account the occurrence of extreme weather events to visualize road conditions with varying funding levels.
2. Repair Suggestions: the most effective treatments are suggested ranging from slurry seal to an overlay to a full removal and reconstruction for each road segment. This tool provides the ability to customize the cost of each repair method, choose to exclude certain unwanted repairs from the suggestion results, and generate results for the whole network or, by drawing an area on the map, just for the selected area.
3. Repair Prioritization: repair operations are prioritized based on available budget. The tool allows users to change default priorities and impose various constraints, for example, streets to be included in the results. Users can interactively change the priorities and observe the projected impact on the network's performance.
4. Long Term Planner: long-term maintenance schemes are scheduled based on municipal goals. By defining a target ePCI to reach after a defined number of years, the system will generate the estimated budget required based on the current and predicted pavement conditions.

The software settings are fully customizable. Default priorities and the repair decision trees can be changed to fit preferences. Settings can also be changed to see the effect of different decisions.

Benefits for staff include

- The GIS web-based software is intuitive, easy to use, accessible from phone, tablet or computer – allowing staff to be more engaged and more efficient.
- The GIS platform is ESRI-based and can easily be integrated and layered with other municipal assets. This provides a more comprehensive and efficient decision making capacity across municipal asset groups.

Benefits for the community include

- Reduced operating and maintenance costs for the roads network
- Enabling of timely repair decisions using objective, up-to-date data
- Minimum standards compliance
- Extended road network life using priority basis for road repairs
- Enhanced overall quality of the road network through better use of data

These activities are a priority because the sooner we move towards objective data based asset management decisions, the sooner we can appreciate the above-described benefits.

Use the [Asset Management Readiness Scale](#) to identify your desired future state. Complete the Desired Future State column below to indicate your intended readiness levels at the end of the funded project. **Note: A project will be considered successful if you advance at least one readiness level in at least one competency on the readiness scale.**

Competency	Current State <i>This column will auto populate based on the readiness levels you identify in Part B.</i>	Desired Future State <i>What are your intended readiness levels at the end of this project?</i>
Policy and governance	Level 2	No change
People and leadership	Level 1	No change
Data and information	Level 2	Level 3
Planning and decision making	Level 2	Level 3



Contribution to asset management practice	Level 2	No change
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10. Human resources

Describe the internal and external human resources who will complete the proposed activities.

- » Who will lead the project? Who will carry out project activities?
- » If you plan to hire external individuals or organizations to carry out project activities, please describe and, if possible, specifically identify them below.
- » Summarize the relevant experience of your proposed project team.

The primary contact for StreetScan will be Michelle Hjort, based in Toronto. The StreetScan team consists of experts in the fields of Geophysics, Physics, GIS, Mechanical, Computer, and Civil Engineering. Additionally, the team has expertise in multi-sensor system design and application for large-scale above and below ground monitoring of civil infrastructure, including design and implementation of various geophysical measurements system such as Ground Penetrating Radar and Electromagnetic Induction systems.

The primary contact for the City of Temiskaming Shores will be Douglas Walsh, CET. With nearly 40 years of project design, supervision and management, the current Director of Public Works, has extensive experience in the construct and maintenance of municipal infrastructure. Douglas was the author and continues as the lead on the City's Asset Management Plan improvements and updates. Jeremie Latour, CET will provide direct assistance to StreetScan with excellent working knowledge of the City's GIS and Municipal Data Works programs and asset inventory management.

11. Fit with provincial or territorial approach

Describe how this project fits within the asset management approach being implemented within your province or territory.

The proposed project is in line with a number of key approaches to Asset Management currently pending or implemented in Ontario. These include:

- Ontario's "Building Together: Guide for Municipal Asset Management Plans": The project recommends Best Practices and will assist the municipality to build a comprehensive asset management plan to enable informed and strategically sound investment decisions related to its road network. The data gathered will enable the municipality to determine the current state of their roads, apply preventative maintenance strategies to extend the life of their roads over time, and provide an inventory database of these assets. As well, the information can be used to inform current and future service levels.
- "Municipal Asset Management Regulation" (pending) – This project will result in improved data quality and roads asset data. In addition, it will provide a degree of consistency between municipalities. The GIS software is an excellent resource to support future planning, both in the short and long terms, and will enable the municipality to implement best practices.
- Federal Gas Tax regulations require recipients to have an Asset Management Plan and to be making progress towards that plan. This project will position the municipality to track progress over time.

12. Challenges and mitigations

What are the one to three most important risks or challenges that could impede the delivery of this project? How will you mitigate these challenges?



Add	Challenge	Mitigation
	1. Data Collection can occur only on dry surfaces.	The survey vehicle is scheduled to run in late August/early September. If there are unforeseen delays (weather or otherwise), then the data collection will likely need to wait until early next summer, but would still meet requirements of the FCM funding's required 11-month time frame for project completion.

Part D: Required attachments

Please submit the following with your application

Supporting document	Comments and reference pages
A resolution from council, band council or board of directors, using the sample provided	
<input type="button" value="Remove"/> 3. Council Resolution 17-293 - FCM Funding App - Temiskaming Shores.pdf	
A completed workplan and budget template	
<input type="button" value="Remove"/> 2. MAMP Workplan Budget Template - LAS Roads Assessment - Temisk....xlsm	

Part E: Declaration and signature

Please review this declaration and have it executed by an authorized signatory of the applicant. This declaration confirms that: a) the Applicant understands and will abide by the Federation of Canadian Municipalities' ("FCM") requirements, including those related to funding; and b) the information provided in and appended to the application is accurate and complete.

I, David B. Treen, Municipal Clerk of the Corporation of the City of Temiskaming Shores (herein called the "**Applicant**"), hereby declare, without personal liability and in my capacity as Municipal Clerk of the Applicant, as follows:

1. That the Applicant will not be able to receive funding from FCM prior to entering into a legally binding agreement with FCM (the "**Agreement**") in respect of the project being applied for (the "**Initiative**") and that the said Agreement will contain pre-conditions to funding, all of which the Applicant must comply with, including without limitation:
 - a. the Applicant having obtained all authorizations required to enter into the Agreement and carry out the Initiative;
 - b. the Applicant having obtained assignments of copyright and waivers of moral rights from any consultants or third-parties who have contributed or will contribute to reports prepared on the Applicant's behalf, such that the Applicant will hold the copyright in all reports related to the Initiative;



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Municipal Asset Management Program Application Form

- c. the Applicant providing reports and consenting to FCM sharing the lessons learned and experience gained from the Initiative with other communities across Canada by allowing FCM to publish reports, such as project completion and final reports, on the FCM website;
 - d. the Applicant having incurred costs in connection with the Initiative, which costs must be invoiced to and paid for by the Lead Applicant; and
 - e. the Applicant claiming reimbursement for in-kind costs only, all in accordance with FCM's restrictions regarding such claims.
2. That the Applicant will carry out the Initiative in compliance with all applicable laws and regulations.
 3. That the Applicant will confirm to FCM all sources of funding prior to executing the Agreement.
 4. That all of the information contained in this application and in the accompanying documents is true, accurate and complete as of the date of submission.
 5. That if any of the information contained in this application and in the accompanying documents becomes inaccurate, incomplete or incorrect, the Applicant will provide updated information and/or accompanying documents.
 6. That the Applicant acknowledges and agrees that changes in scope to the Initiative after this date of application may not be accepted by FCM.
 7. If the Applicant has engaged or intends to engage (a) consultant(s) who will communicate with FCM on behalf of the Applicant, that the Applicant hereby confirms that the consultant(s) are authorized to do so.

Name of authorized agent: David B. Treen

Organization: City of Temiskaming Shores

By typing my name above and submitting this application, I am providing my signature for the declaration above.



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Note: The information provided in this application, including all attachments, will be kept confidential. Access to this information will be limited to:

- » *FCM employees and professional representatives who are involved with your Initiative*
- » *persons to whom the applicant has granted access and persons authorized by law*

The information provided in applications, including attachments, is subject to FCM's Privacy Policy.

The system will highlight any incomplete questions

[Review](#)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

**Being a by-law to enter into an agreement with
STREETSCAN Inc. to perform pavement inspections and
management services for the City of Temiskaming Shores**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-030-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with STREETSCAN Inc. to perform pavement inspection and management services in the City of Temiskaming Shores for consideration at the September 5, 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 STREETSCAN Inc. to perform pavement inspection and management services in the City of Temiskaming Shores in the amount of \$12,438.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2017-000

AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN, INC.
AND

Corporation of the City of Temiskaming Shores

THIS AGREEMENT is made this _____ day of _____, 2017, by and between Corporation of the City of Temiskaming Shores, hereinafter called the MUNICIPALITY, with its head office and clerk located at 325 Farr Drive P.O. Box 2050, Haileybury, ON P0J 1K0 and STREETSCAN, INC., with offices at 595 Burrard Street, P.O. Box 49314 Suite 2600, Three Bentall Centre, Vancouver BC V7X 1L3 Canada, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

The engagement of STREETSCAN is conditional on the MUNICIPALITY obtaining a Federation of Canadian Municipalities Municipal Asset Management Program grant, the whole pursuant to the obligations of the MUNICIPALITY to apply for and obtain such a grant as more fully described at Article 3.8 below.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted June 22nd 2017 (attached hereto as Exhibit A) (herein referred to as the "PROJECT").

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

- 3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.
- 3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT.
- 3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.
- 3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.
- 3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.
- 3.8 Proceed to duly complete an application for, and obtain, a Federation of Canadian Municipalities Municipal Asset Management Program grant. The MUNICIPALITY shall, in good faith, use best efforts to apply for and obtain such a grant as soon as reasonably possible following the signature of these presents, and shall furnish a copy of any and all relevant documentation relating to the application and obtaining of such a grant upon written request by STREETSCAN within ten (10) days of such request.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the chart below, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the below chart after review of the proposal:

Pricing Overview – LAS Pavement Management Service – July 2017

Data Collection & Processing	Unit Cost	158 Lane km (LITE)
ScanVan Data Collection	\$80	\$12,640
Data Processing	\$70	\$11,060
Enhanced Visualization Package	\$20	\$3,160
Pavement Markings (per 110 CL km)	\$100	\$11,000
Pedestrian Facilities (per 110 CL km)	\$60	\$6,600
Pavement Management Plan	Fixed	\$3,000
Travel Cost (discounts available)	Fixed	\$1,700
Data Collection & Processing Total		\$49,160
Software		
Annual Software License	Fixed	\$1,500
Annual Data Hosting & Support	\$18	\$2,844
Software One Year Subtotal		\$4,344
Software Total (x three year subscription)		\$13,032
Total		
Total Pavement Management Costs		\$62,192
FCM MAMP Grant		(\$49,754)
Total Cost Net FCM Grant		\$12,438

- 5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth above may be subject to adjustment based on the actual lane km surveyed, which will not be known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in the above chart based on the actual lane KM surveyed, whether more or less than set forth above or estimated in the proposal.
- 5.3 Monthly Payment. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.
- 5.4 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN's statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.
- 5.5 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Ontario and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of the Province of Ontario, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the Canadian Arbitration Association, ADR Chambers Canada or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Toronto, Ontario. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

6.4 Governing Law and Territorial Jurisdiction

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the Province of Ontario. Any litigation which arises between the PARTIES shall be initiated and pursued exclusively in the judicial region of Toronto.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars (\$1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars (\$2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Professional Services Liability Insurance

STREETSCAN shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of Five Hundred Thousand (\$500,000) per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.8 Employment and Labour Laws

6.8.1 STREETSCAN shall comply with all provincial legislation and regulations as regards all of its employees at the PROJECT.

6.9 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.10 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.11 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.12 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.13 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

6.14 Execution in Counterparts.

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

ARTICLE 7 - TERMINATION

- 7.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.
- 7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

- 8.1 STREETSCAN shall retain ownership of all work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN. The MUNICIPALITY shall have use of the work product and software for the sole benefit of the MUNICIPALITY with no third party beneficiaries intended. However, such work product is not intended or represented to be suitable for reuse by the MUNICIPALITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse or alteration without written verification or adaptation by STREETSCAN for the specific purpose intended shall be at the MUNICIPALITY'S sole risk and without liability or legal exposure to STREETSCAN, and the MUNICIPALITY shall indemnify and hold STREETSCAN harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle STREETSCAN to further compensation at rates to be agreed upon by the MUNICIPALITY and STREETSCAN. In the event the PARTIES are unable to agree on the further compensation due to STREETSCAN, the PARTIES agree to resolve any dispute concerning compensation through binding arbitration as described in Paragraph 6.3.
- 8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of one year from the date of delivery. STREETSCAN agrees to maintain the MUNICIPALITY'S webbased portal for their access and will maintain a backup version of the data onsite and through cloud based services. MUNICIPALITY'S initial license for this access is active for 1 year and sold with the initial proposal.
- 8.3 At the conclusion of the one year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed lane KM and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Greater Toronto Area (GTA). Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:
STREETSCAN, INC.

MUNICIPALITY OF _____

By Its _____

By: _____

Subject: Contract Award to Miller Paving -
 Stockpiling of Winter Sand

Report No.: PW-031- 2017
Agenda Date: September 5, 2017

Attachments

- Appendix 01:** Tender 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-031-2017;
2. That as outlined in Section 6 of the City's *Procurement Policy*, Council approves the award of the 2017 Supply, Mix and Stockpile of Winter Sand contract to *Miller Paving Limited* at a unit price of \$7.67 per tonne plus applicable taxes and to Remix Existing Stockpiles at a unit cost of \$3.67 per tonne plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 5, 2017 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply, mixing and stockpiling of winter sand at various locations within the City of Temiskaming Shores.

The work generally consists of supplying sand in desired quantities, to the specified locations as and where directed, and mixed with salt at a rate of 4% when stored inside and 5% when stored outside. Bulk road salt is provided by the City. The Contractor is then expected to stockpile the mixed sand where designated by the City.

The Tender documents were prepared and Tender PWO-RFT-005-2017 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on August 22, 2017.

Analysis

Several tender documents were distributed to known suppliers and two (2) tenders were received by the closing date.

Bidder	Supply and Mix	Re-mix	Tender Amount	HST	Total
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	Unit Cost	Unit Cost			
Miller Paving Ltd.	\$7.67	\$3.67	\$78,370.00	\$10,188.10	\$88,558.10
A. Miron Topsoil	\$8.00	\$8.00	\$88,000.00	\$11,440.00	\$99,440.00

Both suppliers have successfully completed similar projects for Temiskaming Shores and throughout Ontario and have demonstrated the ability to complete this work as intended.

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 amount for the intended work is considered to be reasonable and within the approved and allotted budget for winter maintenance.

This report was presented for discussion at the August 31, 2017 Public Works Committee Meeting.

Relevant Policy / Legislation / City By-Law

- Ontario Regulation 239/02 – Minimum Maintenance Standards
- Temiskaming Shores Winter Operations Plan – by By-law (annually)
- 2017 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

- Section 4.5 - Roadway Network
- Section 4.8 - Sidewalks & Active

Consultation / Communication

- Distribution of Request For Tender – RFT-PWO-005-2017
- PW Committee Meeting – August 31st, 2017
- Admin Report PW-031-2017 submitted to Council on September 5th, 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

Council approved \$95,000 in the 2017 Budget for Winter Sand. Based on estimated volumes, the contract value (inclusive of non-refundable HST) comes to \$79,749 which is within the approved budget.

Staffing implications related to this matter are limited to normal administrative functions and duties as well as verifying quantities.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-005-2017 "Supply, Mix and Stockpile Winter Sand"**

Closing Date: **August 22, 2017**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: 2:00 pm

Submission Pricing

Bidder: A. MIRON TOPSOIL

Dymond PW:	8,000.00
New Liskeard PW:	40,000.00
Haileybury PW:	28,400.00
Sub-Total:	88,000.00
HST:	11,440.00
Total:	99,440.00

Bidder:

Dymond PW:	
New Liskeard PW:	
Haileybury PW:	
Sub-Total:	
HST:	
Total:	

Bidder: MILLER PAVING LTD.

Dymond PW:	7,670.00
New Liskeard PW:	38,350.00
Haileybury PW:	32,350.00
Sub-Total:	78,370.00
HST:	10,188.10
Total:	88,558.10

Bidder:

Dymond PW:	
New Liskeard PW:	
Haileybury PW:	
Sub-Total:	
HST:	
Total:	

Bidder:


Dymond PW:	
New Liskeard PW:	
Haileybury PW:	
Sub-Total:	
HST:	
Total:	

Bidder:

Dymond PW:	
New Liskeard PW:	
Haileybury PW:	
Sub-Total:	
HST:	
Total:	

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

<i>Print Name</i>	<i>Representing</i>	<i>Signature</i>
Josee Ames	MIRON	
Deis Whelan	CoTS	Signature
hanna-lee Macleod	CoTS	L. MacLeod
Linda McKnight	CoTS	L. McKnight

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

**Being a by-law to enter into an agreement with
Miller Paving Limited for the Supply, Mixing and
Stockpiling of Winter Sand at various locations
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-031-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand for consideration at the September 5, 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 Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand at the unit price of \$7.67 per tonne plus applicable taxes and for the Re-mixing and Stockpiling of Winter Sand at the unit price of \$3.67 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of September, 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

Miller Paving Ltd.

for the Supply, Mixing and Stockpiling of Winter Sand

This agreement made in duplicate this 5th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and:

A. Miron Topsoil Ltd.

(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
Supply, Mix and Stockpile Winter Sand
Tender No. PWO-RFT-005-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit price of Seven Dollars and Sixty-Seven Cents (\$7.67) per tonne plus applicable taxes and Three Dollars and Sixty-Seven Cents (\$3.67) per tonne for re-mixing 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 III:

All communications in writing between the parties, or between them and the Engineer 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:

Miller Paving Ltd.
P.O. Box 248
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner:

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement



City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand

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	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE 2017 – 2018	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	\$7.67	\$ 7,670.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	\$7.67	\$ 38,350.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	3,500	\$7.67	\$ 26,845.00
4	Haileybury Public Works Yard, 1 View Street Haileybury, ON	1,500 REMIXED EXISTING STOCKPILE	\$3.67	\$ 5,505.00
			SUB TOTAL	\$ 78,370.00
			H.S.T.	\$ 10,188.10
			TOTAL	\$ 88,558.10

Page 1 of 6 to be submitted



I/We Miller Paving Limited offer to supply the requirements stated within for the corresponding total cost of \$ 88,558.10 Tax included.

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

I/We will deliver the required material / equipment after September 1st and prior to October 27th, 2017.

The specifications have been read over and agreed to this 22nd day of August 2017

Company Name Miller Paving Limited	Contact name (please print) Dan McDonald
Mailing Address Box 248 New Liskeard, ON	Title Estimator
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331-258	Fax 705-647-3611
Cell Phone if possible 705-676-6797	Email dan.mcdonald@millergroup.ca



**City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand**

Non Collusion Affidavit

I/ We Miller Paving Limited 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 New Liskeard this 22nd day of August, 2017

Signed 

Company Name Miller Paving Limited

Title Estimator



**City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand**

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 New Liskeard this 22nd day of August, 2017.

Firm Name Miller Paving Limited

Bidder's Authorization Official Dan McDonald

Title Estimator

Signature 



**City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand**

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 / 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

Dan McDonald

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 **Miller Paving Limited** _____ Company Name

Phone Number **705-647-4331**

Address **Box 248 New Liskeard, ON P0J 1P0**

I, Dan McDonald _____, 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: **August 22, 2017** _____

Page 6 of 6 to be submitted

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: September 5th, 2017
Subject: TSMHA – Hockey Skills Camp – Request for use of Facilities
Attachments: Request from TSMHA

Mayor and Council:

The Temiskaming Shores Minor Hockey Association (TSMHA) submitted a request to have the ice fees waived for a one day Hockey Skills Camp offered by Hockey Canada on September 17th, 2017 at the Don Shepherdson Memorial Arena. The Camp also requires a location for off-ice activities and it is hopeful that weather permitting they are able to be outside on the tennis courts and in the park area however they have requested the use of the Waterfront Pool/Fitness Centre in case of inclement weather.

The request was submitted on Wednesday August 30th, 2017 and to ensure TSMHA has ample time to market the Skills Camp the request is being presented to Council rather than awaiting the regular meeting of the Recreation Services Committee scheduled for September 11th, 2017.

The Hockey Skills Camp is scheduled for a weekend that TSMHA does not typically book ice and it is also the weekend of the New Liskeard Fall Fair. The ice and PF Centre are available and the rental value for ice is approximately \$740.00 and the PF Centre \$215.00.

The Camp is an excellent opportunity for our local hockey players and volunteer coaches to develop and enhance fundamental skills, to have a fun day of hockey with a different coaching perspective, to reinforce fair play, fitness, safety teamwork and the importance of a positive attitude.

It is not often that camps such as this are offered in the North and especially in our local arena. As this is a program that is not offered annually, staff is recommending that Council approve the request for the fees to be waived.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager

Dave Treen

From: James T. Paterson <jtpaterson@gmail.com>
Sent: August-30-17 11:11 AM
To: Tammie Caldwell; Jeff Thompson; Mike McArthur; Jesse Foley; Jeff Laferriere; Doug Jelly; phewitt@temiskaminghores.ca; Danny Whalen; Carman Kidd
Cc: Dave Treen; Chris Oslund
Subject: Fwd: 2017-2018 Skills Camps!
Attachments: 2017-2018 Skills Camp Overview.pdf

Good morning, Tammie, Jeff, and Council of the City of Temiskaming Shores. I hope this message finds you and yours well!

As President of the Temiskaming Shores Minor Hockey Association, it's part of my responsibility to keep abreast of opportunities for our registrants to capitalize on initiatives offered to youth hockey players.

As a leader in youth sports in our country, Hockey Canada has been offering a travelling 1-day Hockey Skills Camp to minor hockey associations coast-to-coast for 20 years. While last year was their most successful edition to date, the TSMHA and Hockey Canada were unable to co-ordinate our respective schedules to offer this camp in Temiskaming Shores.

This year is a different story; Hockey Canada is bringing this camp to the Don Shepherdson Memorial Arena on Sept 17, 2017!

Our camp will be broken down into 2 groupings:
- Novice (7&8 yr olds) and Atoms (9&10yr) in Group 1
- PeeWee (11&12yr) and Bantam (13&14yr) in Group 2.

As it included both male and female players, this camp will involve upward of 80 Temiskaming Shores' children in a National initiative.

In addition to our children, this camp also involves our coaches, affording them the opportunity to observe drills and techniques as-taught by Hockey Canada-accredited trainers and coaches.

For both player and coach, this camp truly is a valuable and unique opportunity to experience new development and practices both on and off the ice.

As it stands now, this event would cost each participant \$75. With the benefits being offered to so many Temiskaming Shores' families through this camp, I am therefore requesting the donation of the ice time booked by TSMHA for this event on Sunday, Sept 17, 2017, as a means to reduce the costs to our families to participate in this event. If further documentation is required from either TSMHA or Hockey Canada, please let me know and I will comply to the best of my abilities.

Thank you for your consideration on this topic, and all the best to you and yours!

Sincerely,

James T. Paterson
President - TSMHA
jtpaterson@gmail.com
705 676 6036

----- Forwarded message -----

From: **Ryan Hurley** <rhurley@hockeycanada.ca>
Date: Fri, Jun 16, 2017 at 2:44 PM
Subject: 2017-2018 Skills Camps!
To: Ryan Hurley <rhurley@hockeycanada.ca>
Cc: Scott Carlow <scarlow@ohf.on.ca>

Hi all!

Thank you for your support of the Hockey Canada Skills Camp program in 2016-2017. I am happy to report that in our 20th year of hosting Hockey Canada Skills Camps, we had our most successful season yet. The Ontario Regional Centre offered a total of 87 development opportunities for over 7,000 youth hockey players and 746 coaches! ***The Skills Camp Program accounted for 33 events, totalling 2,243 hockey players & over 500 coaches! Without your support this opportunity would not exist and I want to personally thank you for continuing to provide fun & memorable hockey experiences for your membership.***



As we begin to build the schedule for 2017-2018, I ask you to review the attached Skills Camp Overview booklet. I'd love to bring a Skills Camp back to your community again for the 17-18 season. If you are interested in hosting a camp, there is a fillable PDF form on the last two pages that you may complete and

submit to me via email. I will be going out to new associations as of July 1st, so returning associations have first right to secure a date!

If you have any questions, please do not hesitate to contact me. Once again, thank you for your support and I look forward to working with you again soon!



Ryan Hurley

Manager, Hockey Canada Regional Centre Ontario
Gérant, Centre régional de Hockey Canada en Ontario

rhurley@hockeycanada.ca

T : [\(416\) 548-9687](tel:(416)548-9687) C : [\(416\) 473-5021](tel:(416)473-5021)

Ontario Regional Centre Mastercard Hockey Centre 400 Kipling Avenue
Toronto, Ontario M8V 3L1

HockeyCanada.ca



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Hockey Canada 2017-18

SKILLS DEVELOPMENT CAMPS

21st Season

PARTNERS:



OVERVIEW

The Hockey Canada Regional Centre - Ontario in conjunction with the Ontario Hockey Federation, Hockey Eastern Ontario and Hockey Northwestern Ontario are proud to announce the details for the 2017-2018 Hockey Canada Skills Development Camps. Over the last 20 years, tens of thousands of players have had the chance to participate in the Skills Development Camp program offered across Ontario alone. This document contains all information required for potential Minor Hockey Associations (MHA) to host a Hockey Canada Skills Development Camp for their membership.

WHAT IS A SKILLS CAMP?

The Hockey Canada Skills Development Camp is a one day on and off-ice program that is designed for all registered Novice, Minor Atom/Atom and Minor Peewee/Peewee aged boy and girl hockey players. Players will take part in two on-ice sessions lead by Hockey Canada Instructors that focuses on individual skill tactics such as skating, edgework, puck control, shooting, passing and most importantly, having FUN!

Participants will also take part in two off-ice sessions focusing on character attributes and the healthy lifestyle that can be developed through the sport of hockey. Each participating player will receive their very own Hockey Canada Skills Development Camp jersey and local volunteer coaches will receive a Hockey Canada tracksuit for their support. See sample schedule on page 4.

WHY HOST A SKILLS CAMP & BENEFITS TO YOUR MHA?

Hockey Canada Skills Development Camps have the following objectives:

- Develop & enhance fundamental individual skills & tactics for all players creating a challenging environment to foster development regardless of skill level
 - Create an opportunity for players to meet new teammates and develop lasting friendships
 - Promote the FUN of the game and provide a different coaching voice/perspective for your players to reignite/refresh their passion for the game
 - Reinforce the positive skills and attributes that hockey can teach such as fair play, fitness, safety, teamwork and the importance of a positive attitude and being a good person
 - Highlight new drills and tactics that coaches and players can benefit from implementing in their practices
 - Provide a memorable experience for all who attend
- On-ice curriculum
 - Players participate in two on-ice sessions per camp
 - Fundamental skill development and individual tactics
 - Drills from the Hockey Canada Skills Coaching Manuals and National Skills Standards and Testing Program
 - Off-ice curriculum
 - Players participate in two off-ice sessions per camp tailored to the facility capabilities
 - Reinforce the positive off-ice character attributes hockey can teach
 - Respect and Team Building Sessions
 - Dryland, strength training or a second sport offering if space allows

WHO ARE THE CAMPS FOR?

Skills Camps are open to Novice, Atom and Peewee male and female hockey players/goaltenders whom are registered with Hockey Canada. The camps are targeted towards the House and Local Leagues but may also be attended by rep level players.

The Hockey Canada Skills Development Camp costs \$75 per player. The association is responsible for booking all ice and room rental costs.

REQUIREMENTS & RESPONSIBILITIES FOR HOSTING A SKILLS CAMP

The host minor hockey association (MHA) is responsible for booking the ice rental and any meeting rooms/gymnasiums that are required. Participants of the camp will pay a \$75 registration fee to participate. These funds are used to cover all of the costs associated with the program including jerseys, coach apparel, staff costs and backend hosting/payment systems. As a host association, the requirements are as follows:

- Identify a camp lead, as selected by the association
- Nine (9) volunteer coaches including at least one (1) certified trainer
- Seven (7) hours of ice – 9:00 AM – 3:00 PM
- Five (5) dedicated dressing rooms for the duration of the event
- Four (4) hockey nets
- One (1) large meeting room for off-ice session & lunch
 - Eight (8) tables
 - Forty (40) chairs
- One (1) large gymnasium (ideal, but not a requirement)
- MHA may provide lunch via local sponsor for participants if desired
- Pucks and pylons

The host association must commit to a minimum of 55 players in order for a camp to be held. Players receive a Hockey Canada Skills Development Camp jersey for participating in the camp.

The MHA must secure nine (9) volunteer coaches. One of these coaches must be certified as a trainer and carry proper First Aid equipment. Volunteer coaches receive a Hockey Canada tracksuit for participating.

The MHA will work with the Hockey Canada Regional Office in order to facilitate registration. Hockey Canada will create an online registration tool and will provide this link to your MHA. Hockey Canada will also provide creative that can help advertise the event. The MHA must communicate this registration link out to their membership.

To ensure the Hockey Canada Skills Development Camp is a success, it is essential to have support from all key stakeholders including the local minor hockey association, facility and parents. This is crucial to the success of the Skills Development Camp and will assist with the ongoing communication and promotion.



REGISTRATION PROCESS

Hockey Canada will provide a number of assets to assist the registration process. This includes an online registration tool through hockeycanada.ca and graphics advertising the camp. This registration link will appear on the Hockey Canada website and should be directly communicated to your membership. The Minor Hockey Association is encouraged

to communicate the graphic and the registration link on their website, social media channels and directly to the membership via an email blast. Families are able to register and pay for their players online through the registration link. Hockey Canada will provide updates on registration numbers as the camp approaches

SAMPLE SCHEDULE

NOVICE/ATOM

Event	Time	Location
Registration	8:30 - 8:45	Lobby
Dress for on-ice	8:45 - 9:00	Dressing Rm.
On-ice session	9:00 - 10:15	On-ice
Off-ice session	10:25 - 11:10	Meeting Rm.
Lunch	11:10 - 11:30	Meeting Rm.
Dress for on-ice	11:30 - 11:50	Dressing Rm.
On-ice	11:50 - 1:05	On-ice
Off-ice session	1:15 - 2:15	Meeting Rm.

ATOM/ PEE WEE

Event	Time	Location
Registration	8:45 - 9:00	Lobby
Off-ice session	9:00 - 10:00	Meeting Rm.
Dress for on-ice	10:00 - 10:25	Dressing Rm.
On-ice session	10:25 - 11:40	On-ice
Lunch	11:50 - 12:10	Meeting Rm.
Off-ice session	12:10 - 12:55	Meeting Rm.
Dress for on-ice	12:55 - 1:15	Dressing Rm.
On-ice session	1:15 - 2:30	On-ice

INTERESTED IN HOSTING A CAMP?

Interested associations should contact the Hockey Canada Regional Centre – Ontario as soon as possible as the schedule fills up fast. The ideal timeframe for your association to

host a Skills Camp is early September to Mid-March. Please complete the application on the next page and email Ryan Hurley, rhurley@hockeycanada.ca



APPLICATION FORM

Name of contact person:

Address:

Email address:

Home phone:

Work phone:

Cell:

Minor hockey association or organization:

Name of host arena:

Today's date:

Preferred skills camp dates

1st Choice

2nd Choice

3rd Choice

Has support from the local association been confirmed? Yes No

Recap of requirements

- Camp lead, as selected by the association
- Nine (9) volunteer coaches including at least one (1) certified trainer
- Seven (7) hours of ice – 9:00 am – 3:00 pm
- Five (5) dedicated dressing rooms for the duration of the event
- Four (4) hockey nets
- One (1) large meeting room for off-ice session & lunch:
 - Eight (8) tables
 - Forty (40) chairs
- One (1) large gymnasium (ideal, but not a requirement)

Please email a completed form to Ryan Hurley at rhurley@hockeycanada.ca

Ryan Hurley

Manager, Hockey Canada Regional Centre – Ontario

p: (416) 548-9687

c: (416) 473-5021

400 Kipling Avenue, Toronto, ON M8V 3L1

Thank you for your interest in our camps!

www.HockeyCanada.ca/SkillsCamps



SKILLS CAMP PLANNING CHECKLIST

Name of association:

MHA skills camp lead:

Ice booked

Date:

Time:

Arena name:

Off-ice details

Gymnasium available?	Yes	No	Off-ice room available and booked?	Yes	No			
<i>Confirmation from rink on set up Four (4) tables</i>	Yes	No	<i>Confirmation from rink on set up Eights (8) chairs per table</i>	Yes	No	<i>Confirmation from rink on set up One (1) head instructor table</i>	Yes	No

Promotion of camp

Put link and creative on MHA website?	Yes	No	Shared creative & reg link on MHA social channels	Yes	No	Shared creative & reg link via executive members social channels	Yes	No
E-mail blast to appropriate age groups & teams	Yes	No	If registration is low, have you contacted surrounding centres	Yes	No			

Questions to consider

Does your mha want to provide lunch for participants?	Yes	No	Does your mha want to subsidize the event for participants?	Yes	No	If possible, can you provide Hockey Canada with the names & sizes of your volunteers at least three weeks prior to camp date?	Yes	No
Does your city/town have funding to help subsidize this event?	Yes	No						



Subject: Evaluation Consultant Healthy Kids **Report No.:** RS-008-2017
Community Challenge program **Agenda Date:** September 5, 2017

Attachments

Appendix 01: HKCC Contract with Clearlogic Consulting Professionals

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2017 and;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Clearlogic Consulting Professionals to conduct an Impact Evaluation of the Healthy Kids Community Challenge programs in the amount of \$15,000 for the City of Temiskaming Shores and Timmins/Misiway for consideration at the September 5, 2017 Regular Council meeting.

Background

The City of Temiskaming Shores is the lead agency for the Healthy Kids Community Challenge. A local Steering Committee is in place to provide continued support and guidance for the project.

Analysis

The HKCC is bound to By-law No. 2017-015 being a by-law to adopt a Procurement Policy for the HKCC City of Temiskaming Shores.

Local evaluation of the HKCC is strongly recommended by the Ministry of Health and Long-Term Care and partnerships with other HKCC communities to combine resources is highly encouraged. Steering Committees from The City of Temiskaming Shores and Timmins Misiway have instructed Project Managers to include an Impact Evaluation in project planning. Funds in the allocated budget were approved at the March 8th, 2017 Steering Committee meeting and from the Ministry of Health and Long-Term Care on April 27th, 2017.

The HKCC advertised a Request for Proposal for Evaluation Consultant services in local newspapers and Health Unit networks in June and two proposals were received on July 6th, 2017. The Steering Committees from the City of Temiskaming Shores and Timmins Misiway considered all proposals on July 19th, 2017 and selected the proposal from Clearlogic Consulting Professionals.

Bidder	Total Project Price
Louise Legault	\$14,800 plus travel from Ottawa
Clearlogic	\$15,000 no travel required

Financial / Staffing Implications

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

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

The contract is part of the 2017 HKCC Operating Budget as included in the 2017 Recreation Services Operating Budget.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Tammy Borgen-Flood
Project Manager
Healthy Kids Community
Challenge

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

September 5, 2017

By-law No. 2017-000

Being a by-law to enter into an agreement with Clearlogic Consulting Professionals to conduct an Impact Evaluation of the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway

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. RS-008-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Clearlogic Consulting Professionals to conduct an Impact Evaluation of the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway for consideration at the September 5, 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 Clearlogic Consulting Professionals to conduct an Impact Evaluation the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway in the amount of \$15,000.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of September, 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

Clearlogic Consulting Professionals

to conduct an Impact Evaluation of the Healthy Kids
Community Challenge programs in the City of Temiskaming
Shores and Timmins/Misiway

This agreement made in duplicate this 5th day of September, 2017.

Between:

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

and

Clearlogic Consulting Professionals
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

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

**Corporation of the City of Temiskaming Shores
Request for Proposals (RS-RFP-002-2017) Evaluation
Consultant – Healthy Kids Community Challenge**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **January 31st, 2018.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Fifteen Thousand Dollars and Zero Cents (\$15,000.00) 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 III:

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

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

The Consultant:

Clearlogic Consulting Professionals
322, 70C Mountjoy St. N.
Timmins, Ontario
P4N 4V7

The Owner:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Consultant's Seal)

Miller Paving Limited

Director Project Management & Operations – Ron Leduc

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement



CONSULTING PROFESSIONALS

OFFICE LOCATION 202-670 River Park Rd,
Timmins, ON P4P 1J2

PHONE 705-266-3944
ALT 705-465-6544

MAILING ADDRESS #322, 70C Mountjoy St N
Timmins, ON P4N 4V7

EMAIL info@clearlogic.ca
WEB www.clearlogic.ca

August 14, 2017

Tammy Borgen Flood
Project Manager, Healthy Kids Community Challenge
City of Temiskaming Shores
Box 2050, 32 Farr Drive, Haileybury, ON P0J 1K0

Dear Tammy:

Thank you for the opportunity to submit a proposal to provide evaluation services for the Healthy Kids Community Challenge. We look forward to working with your team throughout this process.

Please accept this letter of agreement as our commitment to provide the evaluation services as indicated in the attached proposal. I trust that this is sufficient for your purposes. Please get in touch with me at 705-266-3944 if you have any questions.

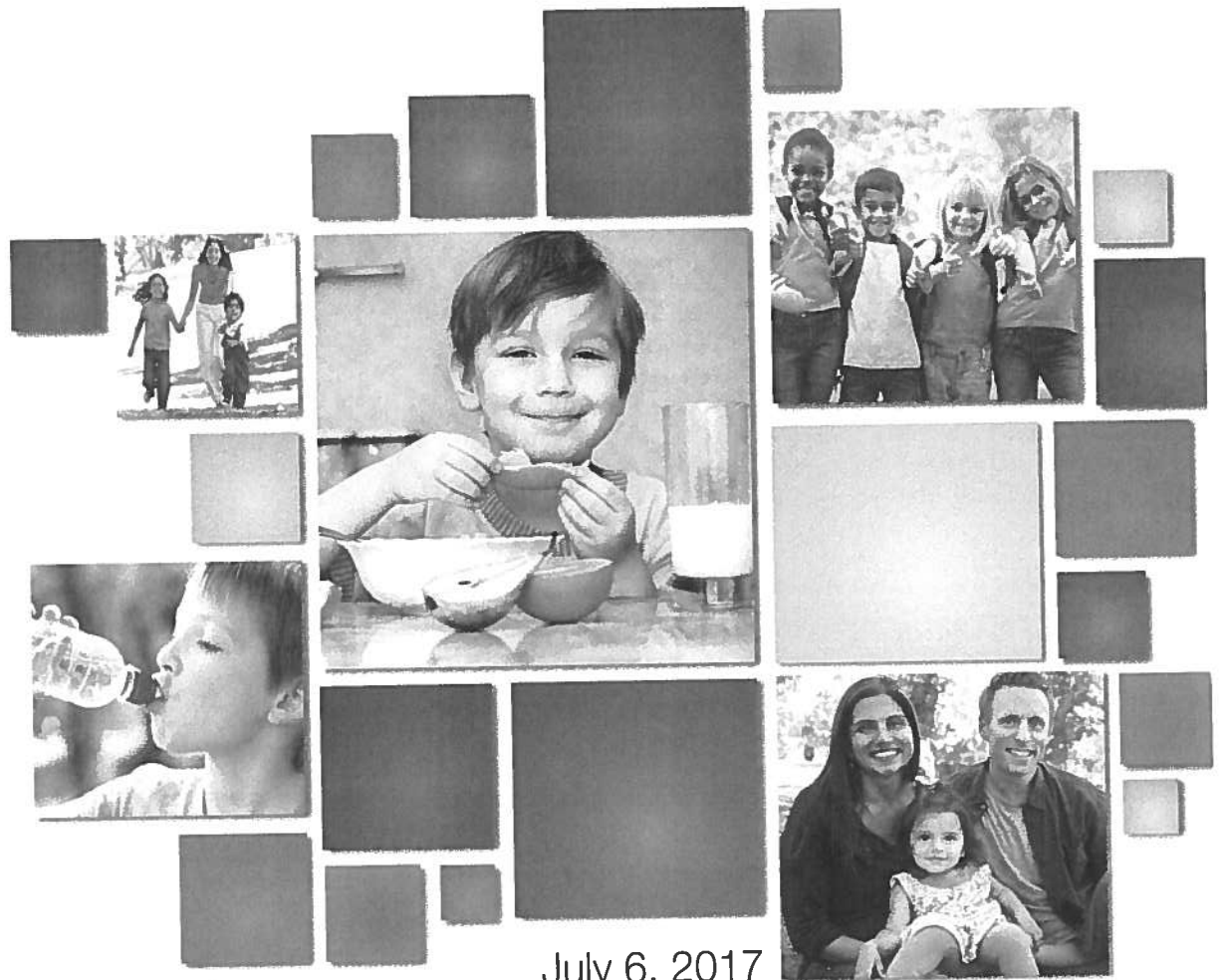
Sincerely,

Ron Leduc,
Director of Project Management and Operations
MBA, CMC, PMP, CHRL

Acceptance of this Letter of Agreement by City of Temiskaming Shores

Signature: Tammy Borgen Flood
Name: Tammy Borgen Flood
Title: Project Manager Date: August 17th, 2017

A Proposal to conduct a Program Evaluation for the Timmins and Temiskaming Shores Healthy Kids Challenge



July 6, 2017

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Terms of Use

This proposal contains information and methodology that is proprietary to Clearlogic Consulting Professionals. The release of this information could harm our firm's competitive position. This proposal shall not be duplicated, used or disclosed in whole or in part for any purposes other than to evaluate it. Should we be awarded the contract, we can provide you with a redacted version for open distribution. Should our consulting team **not** be awarded the contract we request that this proposal and any copies be destroyed.

A Proposal to Evaluate the Healthy Kids Community Challenge Programs in Timmins and Temiskaming Shores

1.0 Introduction

We understand that the Healthy Kids Challenge Steering Committees wish to evaluate the impact of their programming in their respective communities: Timmins and Temiskaming Shores. Together, they seek a qualified Program Evaluator to work with their evaluation subcommittees to refine evaluation questions, conduct an impact evaluation using both qualitative and quantitative methods, and prepare an Impact Evaluation Report for each HKCC community.

About our Company

Clearlogic Consulting Professionals is a Timmins-based management consulting firm, working on projects throughout Northern Ontario. Since 1995, our team has worked with non-profit and private sector organizations to help them become more effective at what they do. Clearlogic has conducted program evaluations for a number of organizations, including FedNor, the Far Northeast Training Board and the Timmins and Area Womens' Shelter System.

Andrea Griener, who is currently in the process of become a Certified Program Evaluator through the Canadian Evaluation Society, will be the principle investigator for this project. She will have support from fellow consultants Ron Leduc and Charlotte MacFarland, both of whom also have program evaluation experience.

2.0 Recommended Elements of the Evaluation Process

A complete evaluation process has several different steps, including:

1. A Kick-off meeting with the subcommittees to confirm goals, processes and outcomes, refine questions and identify key stakeholders.
2. Development of the evaluation framework, including tools such as questionnaires, matrices and processes.
3. Data collection through qualitative and quantitative methods.
4. Data interpretation and analysis.
5. Development and submission of the Draft Evaluation Report for subcommittee review.
6. Final Report development, including sections on Process, Impact, Effectiveness and Recommendations.

Please note that given the budget limitations of this RFP, we assume that the evaluations can be conducted concurrently, with participation from both Timmins and Temiskaming Shores subcommittees.

2.1 Kick-off meeting with Steering Committee

We recommend a preliminary meeting (via teleconference) with your two Evaluation Subcommittees to refine the project plan. At this time we will also confirm responsibilities, refine timelines and identify background documentation that we need to begin the process.

2.2 Development of the Evaluation Framework

The survey results will identify the key issues facing your organization, and it helps us design the best facilitation approach for the planning session. For example, some organizations benefit from an Appreciative Inquiry approach, where the focus is on leveraging existing strengths more effectively. Others may benefit more from the conventional Barrier-Solution approach, where problems and potential solutions are the focus. The on-line survey also informs your Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis, which is essential for developing strategic activities. We can develop and analyze this survey in French and English, and make paper copies available if needed.

2.3 Data Collection

As requested in the RFP, we'll collect both qualitative and quantitative data. Data sources may include:

Qualitative:

- Consultations with the program delivery agents, funding agencies, committee members and key stakeholders.
- Project management documents such as the proposal and funding agreement, meeting minutes, communications, projected goals and timelines.
- Academic and trade literature databases

Quantitative

- SMART objectives and associated data
- Any raw data that HKCC projects have collected, e.g. survey results, participation counts, etc.

2.4 Data Interpretation and Analysis

Please note that evaluations are typically the most objective when the goals being assessed are translated into SMART objectives. SMART is an acronym for specific, measurable, achievable, relevant and time-oriented. SMART objectives are more likely to be evaluated consistently, even by different evaluators. There is less room for subjective interpretation with SMART goals. In cases where SMART objectives have not been developed, the data may be open to interpretation. To mitigate this, we will cite the references and evidence that we use to support our findings and interpretations.

2.5 Development of Draft Reports

We'll assemble a draft evaluation report for EACH community that includes:

1. Background
2. Evaluation Design and Method
3. Impact Evaluation Results
4. Conclusion
5. Key Recommendations

We'll submit the draft report to the Evaluation Subcommittee for review and comments, and discuss any changes you wish to make.

2.6. Report Finalization

After the Subcommittees' review of their respective reports, we'll finalize the documents based on their comments and recommendations. We provide the documents in MS Word, with a cover page, table of contents, executive summary, graphics, and footnoted references to cite the research we use to develop your report.

3.0 Budget

We understand that your upset limit is \$15,000, + HST. We confirm that we can adhere to that figure with the following assumptions:

- There will be no travel required; consultations can be undertaken via telephone or teleconference.
- We can meet with the two organizations simultaneously, and use the same evaluation framework and process for both Timmins and Temiskaming Shores, with the understanding that each will have established separate objectives for their programs. We will provide individual reports for each organization.

4.0 What We Need from You

To make the process a success, we need the following from you:

- Coordination support to maximize participation (e.g. taking part in teleconferences, responding to questions, providing documentation, etc.).
- Approximately ten hours from Evaluation Subcommittee members for check-in meetings, email correspondence, and document review.
- Translation into French, if required, for any written materials and final report.

5.0 Proposed Timeline

We can conduct the survey, data analysis and the planning session between August 2017 and January 31, 2018, as per your request. Should we be successful in securing this contract, we will work with you to refine the timeline to ensure it meets your needs.

In our experience, summer time presents challenges for projects like this in terms of coordinating meetings and collecting information. We suggest starting the process in September. Our proposed timeline is in Table 5.1:

Table 5.1: Proposed Timeline and Major Milestones

	Sept			October				November				
Week of:	11	18	25	2	9	16	23	30	6	13	20	27
1 Kick-off Meeting	█											
2 Development of Evaluation Framework	█	█	█									
3 Data Collection			█	█	█	█						
4 Data Analysis						█	█	█	█			
5 Draft Report Development								█	█	█		
6 Report Review and Finalization											█	█

6.0 Our Team

Our lead consultant on this project will be Andrea Griener. Andrea has conducted program evaluations in a number of contexts, for both the government and non-profit sectors. Andrea has a Master's Degree in Public Administration and is bilingual.

6.1 Specialized Expertise and Quality Assurance

Andrea is currently in the process of completing her certification as a Professional Program Evaluator with the Canadian Evaluation Society. This is the body recognized by many

government organizations (e.g. Trillium Fund), as it endorses their members' abilities to conduct effective, rigorous program and process evaluations.

Clearlogic Consulting Professionals is committed to objectivity and impartiality at all times. As a member of the Certified Management Consultant association of Canada, we are bound by its requirements to ensure high-quality, evidence-based recommendations and reporting.



A HIGHER LEVEL of
management consulting
CERTIFIED MANAGEMENT CONSULTANT

6.2 Experience

Over the past 20 years our Timmins-based firm has helped organizations and communities throughout Ontario. We've worked extensively with non-profits, government agencies and First Nations in our region, and are sensitive to the cultural-linguistic factors that shape our community. In her former role at the Ministry of Citizenship and Culture, Andrea evaluated many government-funded programs within her portfolio. Clearlogic Consulting Professionals has also conducted evaluations for other agencies, such as:

- Statistically significant impact evaluation on the success of youth entrepreneurship training programs (for FedNor)
- An evaluation of the processes used by the Timmins and Area Womens' Shelter Network
- An evaluation of a Labour Market Information collection project (for the Far Northeast Training Board).

clear logic

CONSULTING PROFESSIONALS



Clearlogic helps
organizations improve
their performance.

Strategy and Planning
Organizational Development
Stakeholder Engagement
Program and Process Evaluation
Leadership and Capacity Building

SELECTED EXPERIENCE

Strategic Planning and Visioning

- Municipal and Community Business Plans, Town of Wawa, 2014-2015
- Strategic Vision, Timmins Family YMCA 2015
- Community and Municipal Strategic Plans, Town of Kapuskasing, 2014-15
- Economic Development Strategy Building, Mattagami First Nation, 2014-15
- Strategic Plan, Renfrew Public Health Unit, 2014
- Strategic Plan, Town of Wawa, 2014
- Strategic Plan, Town of Cochrane, 2014
- Strategic Plan, Town of Killarney, 2014
- Strategic Plan, Renfrew Public Health Unit, 2014
- Strategic Plan, Adult Learning Centre, 2013
- Strategic Plan, Timmins Literacy Centre, 2013
- Strategic Plan, Kunuwanimano Family Services, 2013
- Housing Strategy, Brunswick House FN, 2013
- Strategic Plan, Town of Larder Lake, 2013
- Strategic Plan, CREECO-Dumas, 2013
- Business Plan Support, True North Plywood, 2013
- Strategic Plan, Cochrane DSSAB, 2012
- Aboriginal Relations, Dumas Mining, 2012
- Planning Facilitation, Timmins Economic Development 2012
- Strategic Plan, Township of McGarry, 2012
- Community-based Strategic Plan, Timmins, 2011
- Strategic Plan, Ontario Parks Board, 2010
- Strategic Plan, Timmins Consumer Network, 2010
- Business Development Plan, Lever Law, 2010
- Organizational Assessment, North Bay DSSAB, 2013

- Strategic Planning and Consultations, Timiskaming Health Unit, 2011
- Business Sustainability and Marketing Plan, Elk Lake Eco-Resource Centre, 2011
- Strategic Planning for Northern College, 2011
- Post Secondary Strategic Plan for Aboriginal Education, Northern College, 2009
- Business Process Mapping, CMHA, 2008

Organizational Development

- Organizational Assessment, City of Kenora, 2015
- Executive Evaluation Support Services, Timmins and District Hospital, 2015
- Organizational Development (Integration Facilitation) Special Needs Strategy, 2015
- Organizational Development, Dante Club, 2014
- Marketing Strategy, Advanced Security 2014
- Policy Review, Iroquois Falls Daycare, 2014
- Marketing Strategy, NPLH Drilling, 2014
- Recruitment Support Services, Timmins and District Hospital, 2014
- Conflict Resolution, Cochrane Temiskaming Resource Centre, 2013
- Human Resource Development, Dubreuilville, 2013
- Project Management Support, Chartrand, 2012-2014
- Process Mapping for Integrated Services, NEOFACS 2013-2014
- Pay Equity Facilitation, Kapuskasing Manor, 2013
- Management Discovery, Northern College, 2012

Professional Development, Leadership and Governance

- Management and Supervisory Skills, Cochrane Regional Treatment Services Group, 2015
- Board Support, Children's Treatment Centre, 2014-15
- Governance Development and Support, Attawapiskat Resources Inc. 2013-14
- Regional Planning Facilitation, Community Living Ontario – North, 2014
- Governance Support, Timmins Family YMCA, 2010-Present
- Policy Governance, Northern College, 2013 - 2015
- Board Governance Development, James Bay Telecom, 2013
- Board Development Services, Minto Counseling, 2012
- Policy Governance Presentations, Timmins and District Hospital, 2015
- Board Development, Wahgoshig First Nation, 2012
- Board Governance Development, Northern College Aboriginal Council on Education, 2008
- Project Management Skills Development Program, City of Timmins, 2008
- Proposal Writing Skills, Timmins Economic Development Corporation, 2008
- Strategic Plan, Timmins Family Health Team, 2011
- Leadership and Management Training Program, Kirkland Lake Community Living, 2009
- Human Resource Management Skills Program, Kirkland Lake Community Living, 2009
- Governance Support and Development, Timmins and Area Women in Crisis, 2011
- Governance Development and Support, Timmins Consumer Network, 2011-12

Program Assessment and Evaluation

- Program Assessment for the Northeastern Ontario Youth Entrepreneurship Initiative, FedNor, 2012-2015
- Health Links Impact Evaluation, 2014-15
- System Efficiency Evaluation for Regional Women's Shelters, MCSS, 2014
- Technology Assessment Tool Development, (for SME technology use) NEOnet, 2014-15
- Training Needs Assessment, District of Marathon, 2012
- Conference presentations for Chambers of Commerce, Industrial Accident Prevention Association, Ontario Human Resources Professionals Association, Far Northeast Training Board, Northern Ontario Leadership Conference, etc.

Stakeholder Engagement and Communication

- Public Consultations (Post Disaster), CN Rail, 2015
- Corporate Social Responsibility Project Facilitation, Glencore Kidd Operations, 2015
- Healthy Lifestyles Municipal Stakeholder Consultation, Porcupine Health Unit, 2015
- Managing Change Employee Facilitation, Dumas, 2015
- Public Perceptions Survey and CSR Support Services, Glencore Kidd Operations, 2014
- Crisis Communications Plan, Chartrand, 2014
- Public Perceptions Survey and CSR Support Services, Xstrata, 2012
- Training and Employment Needs Assessment, Marathon and District, 2012
- Land Use Planning Public Consultation and Workshop Development, MNR, 2009

Our team has twenty years of experience working with northern Ontario organizations, and we understand the challenges they face. We've chosen to live the North because of the quality of life it affords. We're invested in this region, and want to see it – and you – grow and prosper.

We don't just give you recommendations – we ground all of our work in research, best practices, and realistic action plans, so you can be confident about your decision. Get in touch with us today for a free, preliminary confidential consultation.

Ron Leduc, MBA, CMC, PMP, CHRP
Director of Project Management

Andrea Griener, MPA, CCP
Director of Research and Facilitation

Maggie Matear, PhD, MBA, CMC
Director of Strategic Planning and Sustainability

Charlotte MacFarlane, MPA
Senior Associate



705.266.3944



info@clearlogic.ca



www.clearlogic.ca

Andrea Griener, MPA, Hon. BA, CCF, CMP

Director of Consultation and Research
Clearlogic Consulting Professionals



Overview

Andrea specializes in creating workable organizational plans based on research, best practices and stakeholder involvement. Her areas of expertise are in stakeholder relations, strategic partnership development, organizational planning and public engagement. Andrea has developed plans, policies and programs for organizations for over 15 years.

Areas of Expertise

- Strategic Alignment and Planning, including vision and mission development, and mapping processes to meet key performance objectives.
- Organizational Assessment, including climate surveys and organizational culture reviews.
- Regional Planning and Implementation, including program evaluation, needs assessments, environmental scans and action plans.
- Governance, Board and Leadership Development, including risk management, corporate social responsibility, legitimacy and accountability issues.
- Research and Analysis
- Stakeholder communications, including the development of public-friendly materials linked to strategic plans and other corporate documents.
- Bilingual public consultations, focus groups and event facilitation.

Selected Experience

- Organizational Assessment, Nipissing District Services Board (Housing Corporation).
- Organizational & Productivity Assessment, Community Living Temiskaming South.
- Municipal and Community Planning for Kapuskasing, Wawa and Timmins.
- Business Process Mapping, Northeastern Family and Child Services.
- Regional Planning, Analysis and Partnership Development for Ontario's Health Link program.
- Board Governance and Development, Wahgoshig Development Corporation, Attawapiskat Resources Inc., Minto Counselling Centre, Adult Learning Centre.

Selected Public Service

Andrea is a past Board member for the Timmins Chamber of Commerce, the Venture Centre Community Futures Development Corporation, Timmins Therapeutic Riding Association and KidSport Timmins.

Credentials

MPA (Public Administration)
University of Victoria, BC, CA

BA (Honours, Political Science)
University of Waterloo, ON, CA

CCF
Certified Community Facilitator
ICA Associates, Inc.

CMP
Change Management Professional
Prosci Inc.

Contact

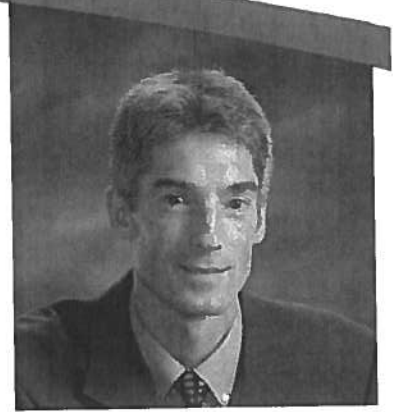
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P4N 4V7

Ron Leduc, MBA, PMP, CMC, CHRL, CMP

Director of Project Management and Operations
Clearlogic Consulting Professionals



Overview

Ron has twenty years of organizational development and business consulting experience. A partner in Clearlogic Consulting Professionals, he has helped troubled firms regain their financial footing, and advised them on restructuring operations for greater productivity. Ron is an expert in managing complex and controversial projects in both corporate and non-profit settings.

Expertise

- Human Resources Management, including the development of succession plans and professional development programs.
- Business Management and Recovery, including financial statement analysis and sustainability recommendations
- Strategic Development, including the assessment and alignment of human resources around strategic priorities and goals.
- Operational Assessments, including process mapping and analysis.
- Organizational Development, such as climate surveys, performance appraisal processes, leadership development and capacity building.
- Financial Analysis, including initial assessments, ongoing monitoring and management development.

Selected Experience

- Process Mapping for integrated services, Northeastern Ontario Family and Child Services.
- Strategic Planning and Implementation, City of Timmins.
- Operational Assessment and Financial Recovery Plan, Elk Lake Conference and Event Centre, Timmins YMCA and Advanced Security.
- Governance Development for organizations such as the Northeastern Catholic School Board, Ontario Parks, Children's Treatment Centre and Mattagami FN.
- Strategic and/or Municipal Business Planning, Municipalities of Wawa, Kapuskasing, Dryden, Cochrane and Killarney

Selected Public Service

Ron is a member of the Trillium Foundation Grant Review Team and an executive member of the Ontario Human Resource Professionals Association. Ron is the President of the Timmins Chapter of the Human Resources Professionals Association. He has served as Chair of the Canadian Red Cross (Timmins) and of the Venture Centre, a Regional Economic Development Corporation.

Credentials

MBA (Management Consulting)
Royal Roads University, BC, CA

CMC
Certified Management
Consultant, CMC Canada

PMP
Project Management
Professional, PMI Canada

CHRL
Certified Human Resource
Leader, HRP Canada

CMP
Change Management Professional
Prosci Inc.

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Charlotte MacFarlane, MPA, BAH

Associate, Research and Facilitation
Clearlogic Consulting Professionals



Overview

Charlotte has focused on issues relating to the health and social services sectors, policy development and analysis, and community development. An award-winning public speaker, she delivered workplace training on mental health for executives, managers and frontline workers for more than a decade. Charlotte has extensive experience providing facilitation and administrative support to business, government and community service agencies.

Areas of Expertise

- Public consultations, focus group management and qualitative interviewing.
- Research and analysis.
- Strategic alignment and planning, including vision and mission development.
- Stakeholder communications, including the development of public-friendly materials linked to strategic plans and other corporate documents.
- Addressing mental health issues in the workplace.

Selected Experience

- Process Development for person-centred planning, and Report on Alternatives to Sheltered Workshops for Community Living Temiskaming South.
- Program and System Evaluation for the Timmins and Area Tri-Shelter system.
- Facilitation, Mapping and Administrative Support for the Special Needs Strategy for the Cochrane and Timiskaming districts.
- Strategic Planning for the Adult Learning Centres in the Cochrane/Iroquois Falls area.
- Process Mapping with North Eastern Ontario Family and Children's Services.
- Research and Analysis for various community-based strategic plans, including Larder Lake, Timmins and Wawa.
- Public liaison for the Timmins 2020 community-based Strategic Plan.

Selected Public Service

Charlotte has volunteered for the Welcome to Timmins Night, the United Way, the Geoffrey James Lee School of Music, District School Board Ontario Northeast, and the Timmins Therapeutic Riding Association.

Credentials

MPA (Public Administration)
Queen's University, ON

BAH (Political Science)
Queen's University, ON

Certified Trainer

Mental Health Works Program,
CMHA Ontario Division, ON

Contact

cmacfarlane@clearlogic.ca
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Mailing: #322-70 Mountjoy St N
Timmins, ON
P4N 4V7

Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: September 5, 2017
Subject: Northern Ontario Mining Showcase at PDAC 2018
Attachments: **Appendix 01** – Industry Canada Letter

Mayor and Council:

The City of Temiskaming Shores has partnered with FedNor for the past four years to host the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) event in Toronto each March. PDAC is the world's largest gathering of mining companies and the event enables mining suppliers from across Northern Ontario to be able to exhibit at the international showcase.

FedNor, through Industry Canada (Appendix 01) has once again agreed to contribute financially to the Northern Ontario Mining Showcase and will provide up to \$535,000 towards the project costs. The associated funding agreement will be presented under the By-law section of the September 5th meeting. These funds provide us the ability to offer at least 80 businesses across Northern Ontario an opportunity to be seen by an international market.

We will once again work with Markey Consulting to coordinate the logistics of the project and work with the 80 plus mining supply companies. In addition, the committee members made up of staff from Fed Nor, Cochrane, Kapuskasing, Hearst and Kenora will help steer the layout and function of the Showcase.

The Showcase has grown significantly over the past four years thanks to the support of Fed Nor. In 2014, there was a registration of 37, 2015 registration was 55 companies and in 2016 we had 72 companies participate.

It is recommended that Council enter into an agreement with FedNor for the 2018 PDAC Event scheduled for March 2018 in Toronto.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

James Franks
Economic Development Officer

Christopher W. Oslund
City Manager



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

AUG 14 2017

Project Number: 851-511430

Mr. Carman Kidd
Mayor
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mr. Kidd:

Re: Contribution to The Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$535,000 towards the organization of the Northern Ontario Mining Showcase pavilion to be held March 4-7, 2018, at the Metro Toronto Convention Centre.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 3276. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister.

May I offer my best wishes to The Corporation of the City of Temiskaming Shores.

Yours truly,



Aime J. Dimatteo
Director General
FedNor

c.c. Mr. James Franks, Economic Development Officer
c.c. Ms. Laura Lee McLeod, Treasurer

Memo

To: Mayor and Council
From: Chantal Charbonneau, Enterprise Temiskaming
Date: September 5, 2017
Subject: NOHFC Application – Temiskaming Region Business Training Series
Attachments: **Appendix 01** – NOHFC Application

Mayor and Council:

The City of Temiskaming Shores is partnering with Enterprise Temiskaming, South Temiskaming Community Futures Development Corporation and Temfund to host the “**Temiskaming Region Business Training Series**” which will take place on October 24 and 25, 2017 and will be followed by an additional event on November 14, 2017. Together, we are applying for funding assistance under the NOHFC’s “Northern Community Capacity Building Program / Event Partnership Projects” grant. See Appendix 01.

There are three (3) sessions scheduled in this series. The first session (October 24) includes 2 guest speakers; Don Curry will discuss Immigration and skilled labour shortage, followed by Grant Thornton who will host a “Succession Planning” workshop.

The second session (October 25) will be in the form of a Funders Forum where sixteen (16) Funders will be educating and informing local businesses on the many different funding programs that are available. This event will include a light breakfast, a healthy lunch (highlighting local foods), booth exhibition and a great networking opportunity.

The third session (November 14) will take place from 5:30 to 8:30 pm and will be hosted by world-renown keynote speaker Donald Cooper of the Donald Cooper Corporation. (Cooper Canada became the world’s leading maker of hockey equipment and a Canadian Brand icon.) His “*Succession Planning & Exit Strategies: Preparing your business and yourself for the most important financial event of your entire life*” presentation will be aimed at 50 - 60 of our local / regional businesses who will surely benefit from this subject as they are nearing retirement age.

It is recommended that Council acknowledge receipt of this memo for information purposes.

Prepared by:	Reviewed by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
<hr/> Chantal Charbonneau Enterprise Temiskaming Consultant	<hr/> James Franks Economic Development Officer	<hr/> Christopher W. Oslund City Manager

Instructions

Please note that the purpose of the Application Form is to determine potential eligibility of the Applicant and the proposed project. This form has been designed to allow clients to provide concise information. Additional information may be required if the Applicant and the project are deemed to meet initial requirements for eligibility. **Applications must be submitted a minimum of 12 weeks prior to the event date. Events will not be funded after they have occurred.**

Also note that the NOHFC will only consider providing assistance under one program for any one project. Not all projects meeting the program criteria outlined will receive funding. Applications will be accepted under this program until March 31, 2019. This will be subject to change without any prior notice.

For assistance with the Application Form, please contact a Ministry of Northern Development and Mines (MNDM) staff person at 1-866-711-8304 or visit the NOHFC web site at www.nohfc.ca.

Please complete the Application Form, save it to your computer and submit it to the NOHFC by email to nohfc.ndm@ontario.ca

Fields marked with an asterisk (*) are mandatory.

A. Assistance Received in Completing this Application

Have you worked with a MNDM or NOHFC staff person in the development of your project/application?

Yes No

If yes, please indicate the staff person you worked with

[Anne Marie LeRoy](#)

B. Applicant and Contact Information

Legal name of business/organization (as printed on articles of incorporation, letters patent, or partnership registration) or individual (as printed on birth certificate, passport or Ontario driver's licence) *

[The Corporation of the City of Temiskaming Shores](#)

Please select one of options below and provide the appropriate number or explanation *

CRA/Business Registration Number ▶

CRA/Farm Registration Number ▶

Other (please explain or specify) ▶ [Municipality](#)

Operating name of business/organization *

[The Corporation of the City of Temiskaming Shores](#)

Date of incorporation or registration of business (yyyy/mm/dd)

[2004/01/01](#)

Type of Legal Entity of Applicant *

Municipality Limited Liability Partnership General Partnership For-profit (business) corporation

First Nation Limited Partnership Sole Proprietorship Not-for-profit corporation

Other _____

Project Contact and Business/Organization Address

Last Name *

[Franks](#)

First Name *

[James](#)

Position (e.g. Manager)

[EDO](#)

Address

Unit Number

Street Number *

[325](#)

Street Name *

[Farr Drive](#)

PO Box

[2050](#)

City/Town *

[Haileybury](#)

Province *

[Ontario](#)

Postal Code *

[P0J 1K0](#)

Business Phone Number *

[705 672-3363](#)

ext. 4137

Fax Number

[705 672-2911](#)

Email Address

jfranks@temiskamingshores.ca

Briefly describe the nature of your business/organization, including its sector (e.g. manufacturing) *

[The City of Temiskaming Shores is a bustling community composed of the three former municipalities of Haileybury, New Liskeard and Dymond. The community is located at the head of beautiful Lake Temiskaming that stretches over](#)

100 kilometers south before becoming the Ottawa River. The City is the service and commercial hub of a large agricultural, forestry and mining region. There are several excellent hotels, restaurants, resorts and lodges to look after all the needs of travelers.

The community offers the typical friendly attitude so common to northerners, along with plenty of activities for those with a love for the outdoors, yet provides all the amenities expected from larger cities.

C. Project Information

The [Growth Plan for Northern Ontario](#) is a long-term strategic framework that will guide decision-making and investment planning in Northern Ontario. NOHFC's mandate and programs have been designed to align with the Growth Plan's key directions and existing and emerging priority economic sectors.

My business/organization is located in [Northern Ontario](#). * Yes No

Does your business/organization fall under one of the priority economic sectors listed below? Yes No

If yes, please identify which priority sector(s) your business/organization falls under by checking all boxes that apply

- | | | |
|--|---|--|
| <input type="checkbox"/> Advanced manufacturing | <input type="checkbox"/> Agriculture, aquaculture and food processing | <input type="checkbox"/> Arts, culture and creative industries |
| <input type="checkbox"/> Digital economy | <input type="checkbox"/> Forestry and value-added forestry-related industries | <input type="checkbox"/> Health sciences |
| <input type="checkbox"/> Renewable energy and services | <input type="checkbox"/> Minerals sector and mining supply and services | <input type="checkbox"/> Tourism |
| <input type="checkbox"/> Water technologies and services | <input type="checkbox"/> Transportation, aviation and aerospace | |

Event Name/Date * Temiskaming Region Business Training Series October 24-25, November 14, 2017	Event location (Community/Venue) * Riverside Place, New Liskeard
Proposed Project Start Date (yyyy/mm/dd) * 2017/08/29	Proposed Project End Date (yyyy/mm/dd) * 2017/11/17

Event Description and Analysis

Provide a detailed description of the event, including key activities that will be undertaken to plan the event. *
The City of Temiskaming Shores will partner with Enterprise Temiskaming, South Temiskaming Community Futures Development Corporation, and Temfund to offer a series of 3 business training events with a focus on Immigration as a recruitment tool; the importance of having a succession plan for your business; and a funders forum. The objective is to better inform and educate businesses on the funding that is available to them, as well as to highlight the importance of having an exit strategy or succession plan. The project will also highlight the impact that Immigration may have on addressing the skilled labour shortage in the coming years.

Is the event a new major tourism event that will generate significant economic impacts for the community and region? *
It is a new "one of a kind event" for the region and the partners that will support business expansion/retention/employment growth and succession planning. In addition, welcoming world-renowned keynote speakers to the area, not only increases our public profile, but also adds a "not often seen" event in our small communities, without having to drive the 5 hours to Toronto in order to attend.

If the event is an annual event, provide a description of any new or innovative incremental enhancements to the event. *
Enterprise Temiskaming has held Small Business Week events every year, but this event is a "one time" regional 3 day session. It is our belief that this bigger and better event will garner much more interest and value.

How will this event promote economic growth, innovation, and/or job creation in Northern Ontario? Describe how the event enhances the community's ability to attract/retain businesses and professionals and improve the capacity and investment readiness of the community. *

The long term benefits of the Temiskaming Region Business Training Series project will be businesses that are better educated/informed on the potential advantages and benefits of attracting newcomers to our region; businesses that are better prepared for the eventual succession of their business; increased knowledge of the many programs available to businesses to help start, grow, or purchase a business. This aligns with NOHFC priorities to collaborate regionally to advance common goals in order to strengthen Northern Ontario's competitive advantages.

To what extent does the proposed event align with the applicant's existing community plans or regional plans or initiatives? *
The City of Temiskaming Shores is proud of its strong and diversified economy. Our local businesses work hard every day to ensure that visitors and residents alike have access to exceptional products and services. The City of Temiskaming Shores has just completed the Ontario Certified Site Program, and the Dymond Industrial Park is now listed on the Invest in Ontario website. Our proposed event aligns with these community plans by encouraging businesses to be better prepared and educated on forecasted skilled labour shortage in the coming years; on welcoming newcomers to our area; and to protect existing businesses by informing them about the importance of having an exit strategy or succession plan. There are at least 50-60 local/regional businesses who would highly benefit from this event (Temagami to Kirkland Lake).

This project also aligns with the Growth Plan for Northern Ontario. Both have a focus on building a regional economy that is resilient and sustainable; building on the strengths and human potential of today's northerners by providing them with more education, training and career opportunities; as well as attracting people and investments.

2.3: A Growing and Diversified Economy: The Funders Forum will include funders from several different sectors, such as Advanced Manufacturing (2.3.2), Agriculture (2.3.3), Digital Economy(2.3.5), Forestry(2.3.6), Renewable Energy(2.3.9), and Tourism(2.3.10). 2.4: A Culture of Innovation and Entrepreneurship: The Funders Forum, as well as the invited Keynote speakers will also address the importance of prioritizing a Culture of Innovation and Entrepreneurship by training, mentoring and offering networking opportunities. (2.4.2a), as well as educating businesses on funding and/or investment opportunities (2.4.2b). 2.5: Integrated Industry Labour Market Planning: The "Immigration" session is meant to address the future labour market shortages, and the need for a highly skilled workforce (2.5.1a-c). It will touch on the importance of attracting and retaining skilled workers and newcomers, as well as better preparing local and regional businesses for the all-important exit strategy or succession plan. 3.3: A Skilled and Innovative Population: Our immigration and succession planning seminars, along with the Funders Forum will educate businesses on the impact of attracting skilled newcomers to Northern Ontario's communities (3.3.2). 4.2: Long-Range Planning for all Communities: The project will aim at educating businesses in order to achieve economic sustainability (4.2.1a). 7.3: Economic Development in Aboriginal Communities: The Funders Forum includes two Aboriginal funders (Nishnawbe Aski Development Fund; Aboriginal Women in Mining program). This will encourage industry to continue to work with Aboriginal communities and organizations to advance local education, training and employment opportunities (7.3.4b).

Is the event endorsed and/or supported by any Federal or Provincial governing bodies or associations? *

An Expression of Interest has been submitted to Canada Business Ontario, as this event also falls within the Small Business Week events planned by Enterprise Temiskaming, partner in this event. Enterprise Temiskaming usually receives \$1,000 for this event.

Marketing Analysis

Identify the proposed marketing strategy/plan for this event. Provide a general description of how the community/region, clients or other potential users/participants will be engaged to ensure success of the event, and its future sustainability. *

"Save the Date" flyers have already been sent out to all partners' distribution lists, and have been posted and shared on Social Media (websites, Facebook, LinkedIn). If we receive funding, an additional push of radio, and printed material will be added to our marketing plan for the event.

Describe the participants/delegates forecasted to attend the event, including anticipated numbers. *

Local & Regional businesses, Small/Medium Enterprises, organizations that work with businesses, media, government officials, city council members. We are aiming for an overall number of at least 150 participants to this event.

What marketing opportunities are available to NOHFC? *

Representatives of NOHFC will be taking part in the Funders Forum on October 25, and will be presenting their available programs to participants. They will also have the option of having a booth to display brochures, and promotional material. The logo will also be part of all marketing displays.

Project Management

Identify the individuals who will be responsible for managing the event and provide their contact information and relevant experience. *

James Franks: 705-672-3363 ext. 4137 jfranks@temiskamingshores.ca. James has extensive relevant experience in managing events for the City of Temiskaming Shores. (Forums, Agriculture, Food, and Tourism seminars, Economic Development events, and conferences, etc.)

Chantal Charbonneau: 705-672-5155, info@enterprisetemiskaming.ca. Chantal has successfully managed many events, both as Event Planner with a french organization (food fairs, interactive tours, concerts, and dinner engagements), and as manager of Enterprise Temiskaming (workshops, International Women's Day events, Small Business Week events, etc.)

Identify any other projects for which the Applicant is currently or has received funding from NOHFC during the past five years?*

Engineering Technician Intern - 8520099, Engineering Technician Intern - 8500713, Temiskaming Shores Waterfront -950872, City of Temiskaming Shores Downtown - 8230017, Latchford Street Reconstruction - NOHFC 950824, Accessibility Plan Intern - NOHFC 932992, Radley Hill Commercial Park - 950676, Infr. Upgrades - 8100168, Dymond Ind. Pk. (Phase 2) - 950688.

Identify experience with any other funders. *

The City has received funding from various government funding programs to support many municipal projects. Funders include:

Fed Nor – Community Development Program and Youth Internship programs

Human Resources and Development Skills Canada – Enabling Accessibility Fund

Ministry of Culture – Creative Communities Prosperity Fund, Cultural Strategic Investment Fund

Heritage Canada – Canada Day funding, Millennium project.

Ontario Ministry of Agriculture, Food and Rural Affairs – Rural Economic Development, Build Canada Fund

Has the applicant and proposed partner(s) provided a by-law, resolution, etc. supporting the project? *

The propose project is going to council on September 5th. 2017.

Financial Analysis

How have event costs been verified for accuracy, completeness and reasonableness? *

The keynote speakers, and consultants have all been approached, and costs have been agreed upon. Meals & Refreshments for the events have been calculated based on the predicted amount of participants. Advertising costs are based on current packages bought by the City of Temiskaming Shores for various other undertakings.

Where the event requires the purchase of supplies, equipment or services, indicate how best value for money will be ensured.

Indicate if the Applicant has a procurement policy in place. *

If this were to be a huge project, we would definitely go through a procurement process, however, as this is a smaller-scale event, there was no need to do so.

Have all identified funding partners committed to the event? If so, provide details (e.g., letter received); if not, provide an explanation. (Please attach supporting documentation) *

Canada Business Ontario has been approached with an Expression of Interest by Enterprise Temiskaming. Every year they give a certain amount to Small Business Enterprise Centres to help offset the costs associated with Small Business Week Events. Although this event is a "one time event" to be held for 2 days the week after small business week but within Small business month and one day in November it is our expectation that we will receive funding.

In addition to the funding sources identified above, have any other funding programs been approached/applied to? If yes, indicate organization and the status of those applications. If no, please explain. (Please attach supporting documentation) *

We had intended to apply for the Northern Communities Investment Readiness grant, but were told that the project did not meet the requirements as it did not demonstrate strong incoming investment opportunities required for eligibility .

Has private sector funding been considered? If not, explain whether there exist opportunities for private sector funding, corporate presence, etc. *

Private sector funding has been considered but the event is a smaller-scale event, and numerous partners are on board already.

Provide details on how the Applicant will obtain the identified contribution, and identify contingency plans for how any cost overruns will be addressed. Explain. (Please attach supporting documentation) *

Should we not be successful with the grant, the following organizations have all agreed to contribute financially to the event: City of Temiskaming Shores, Enterprise Temiskaming, Temfund, South Temiskaming Community Futures Development Corporation.

Why is NOHFC funding necessary to make this event viable? Explain. *

NOHFC funding is necessary to make this project viable, as it will allow us to better advertise the event, as well as invite the preferred guest speakers. It will also allow us to highlight local foods during our events without worrying about slightly higher costs.

D. Project Costs *

Project Cost Category*	A. Eligible Costs	B. Ineligible Costs	D. Total Costs (A+B)
Consultants	\$6,450.00	\$0.00	\$6,450.00
Meals & Refreshments	\$2,300.00	\$0.00	\$2,300.00
Marketing	\$1,250.00	\$0.00	\$1,250.00
Total	\$10,000.00	\$0.00	\$10,000.00

*Please refer to the **Northern Community-Capacity Building Program** guidelines for details regarding eligible and ineligible project cost categories for the program stream to which you are applying.

E. Project Funding

Northern Community Capacity Building Program – Event Partnership Stream

NOHFC assistance will be in the form of a conditional grant and will generally not exceed 30% of eligible costs up to a maximum of:

- \$15,000 for event partnership projects
- \$100,000 for major tourism event capital costs that support the event

Funding Source	Financing Type		Funding Amount
NOHFC*	Conditional Grant		\$3,000.00
Applicant	Cash		\$500.00
Others (specify) Canada Business Ontario	Cash	<input checked="" type="checkbox"/> pending <input type="checkbox"/> confirmed	\$1,000.00
Others (specify) Enterprise Temiskaming	Cash	<input type="checkbox"/> pending <input checked="" type="checkbox"/> confirmed	\$1,750.00
Others (specify) STCFDC	Cash	<input type="checkbox"/> pending <input checked="" type="checkbox"/> confirmed	\$700.00
Others (specify) Temfund	Cash	<input checked="" type="checkbox"/> pending <input type="checkbox"/> confirmed	\$500.00
Others (specify) Ticket Sales	Cash	<input checked="" type="checkbox"/> pending <input type="checkbox"/> confirmed	\$2,550.00
	Total		\$10,000.00

*Please refer to the **Northern Community-Capacity Building Program** guidelines for details regarding the types and levels of funding available under the program stream to which you are applying.

F. Application Checklist/ Mandatory Documents *

Please check all boxes that apply to your proposed project and include the applicable documents with your application.

- Applicant's proof of legal name/entity
- Copy of any related by-law(s) or resolution(s) supporting the project and indicating the Applicant's funding commitment towards the project from (where applicable) municipal or band councils and not-for-profit boards of directors
- Documentation confirming funding commitments of other project contributors or confirmation of acceptance of application to other funding sources
- Where available attach copies of RFPs, consultant's reports, contracts and tender documents, etc.
- Copies of insurance certificate(s), and WSIB clearance certificate
- Copies of quotations or estimates from suppliers, consultants, or contractors (including labour costs) cross referenced to project costs.
- Copy of recent financial statements if applicable
- Copies of rental or lease agreement
- Copies of documentation from other funding organizations that declined your project.

G. Certification *

- By checking the box to the left, as the Applicant or an authorized signing officer of the Applicant, I certify to NOHFC that the information contained in this Application Form, which includes the supporting documentation submitted herewith, is true and complete in all respects. If NOHFC discovers that the Application Form contains any material misrepresentation, this Application Form shall be deemed to be withdrawn immediately by the Applicant. I agree to provide any additional information that the NOHFC, MNDM or its authorized program administrator may reasonably require for the purposes of assessing this Application Form and administering its program. I also agree, as the Applicant or on behalf of the Applicant, that NOHFC or its authorized program administrator may share the business information contained in this Application Form and the Applicant's business plan (if applicable) with other ministries and agencies of the Ontario government, for due diligence and application evaluation purposes.

I understand that the NOHFC's collection of personal information is governed by the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31* ("FIPPA"). Collection of personal information by NOHFC or by the Ministry of Northern Development and Mines ("MNDM") or NOHFC's authorized program administrator (the "Administrator") on behalf of NOHFC is necessary for administering NOHFC's financial assistance programs as authorized under the *Northern Ontario Heritage Fund Act, R.S.O. 1990, c.N.5*

Print Name (first name and last name)	Position (e.g. Manager)	Date (yyyy/mm/dd)
James Franks	EDO	2017/08/25

Contact the NOHFC

Northern Ontario Heritage Fund Corporation
70 Foster Drive, Suite 200
Sault Ste. Marie ON P6A 6V8
Telephone: 1-800-461-8329
Fax: 1-705-945-6701
E-mail: nohfc.ndm@ontario.ca

Can you help?

NOHFC is continually trying to improve its programming and outreach to a wide variety of organizations and individuals living and working in Northern Ontario. Will you help us evaluate our programming and marketing efforts by indicating which of the following descriptions apply to the Applicant? This information is being requested on a purely voluntary basis, you are free to refuse without any kind of penalty and, if you agree to provide it, the information will not be considered by NOHFC when evaluating your application. It will be used for statistical reporting and program/marketing assessment purposes only

If you are a private sector applicant, please check all boxes that apply to your business, where "ownership" refers to majority ownership or control

- Aboriginal-owned business
- Francophone-owned business
- Metis-owned business
- Small-to-medium sized business (gross income for the preceding fiscal year of less than \$5 million and with fewer than 51 employees)

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: September 5, 2017
Subject: Request for Delegation – Civil Marriage Solemnizations – Nicole Geurtin
Attachments: None

Mayor and Council:

Presidents Suites owns Farr Island, being a small island just south of the Haileybury Marina and promotes this location as a day destination. On occasion wedding ceremonies are performed on the island. In order to accommodate these requests and to reduce inconveniences, Nicole Geurtin, owner of Presidents Suites, has requested to become a Clerk's designate (Marriage Officiant) for the purpose of performing Civil Marriage Solemnizations.

The City currently has five (5) Clerk designates that can perform Civil Marriage including the City Manager, Christopher Oslund and former Clerk, Sue Weiss. Sue has offered to provide the necessary training to Nicole in regards to the wedding ceremony itself and the Clerk's office can provide training on the administrative functions.

Ontario Regulation 285/04 amended the Marriage Act to include Municipal Clerks as a class of person authorized to solemnize civil marriages. Section 228 (4) of the Municipal Act permits the extension of this authority to any person, other than a member of Council. However, By-law No. 2015-026 being a by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores restricts that delegation for civil marriages by requiring a resolution of Council.

The Clerk is confident in the skill sets of Nicole Geurtin and is willing to appoint Nicole Geurtin as a Clerk's designate for the purposes of Civil Marriage Solemnizations (Marriage Officiant).

It is recommended that Council confirm by resolution the appointment of Nicole Geurtin as a Clerk's designate for the purpose of Civil Marriage Solemnization services in the Province of Ontario.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

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

Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Kelly Conlin, Director of Corporate Services (A)

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

31-Aug-17

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 - 2.1 Analysis - Capital Projects
 - 2.2 General Capital Revenues & Expenditures
 - 2.3 Waterfront Development Project
 - 2.5 Environmental Capital Revenues & Expenditures

SUMMARY - CAPITAL
Revenues and Expenditures
as at August 2017

	2017 YTD			%
	Actual	Total Budget	Variance B/(W)	
CAPITAL				
Revenues				
Capital - General	2,179.7	4,203.2	(2,023.5)	-48.1%
Capital - Environmental	3,063.7	8,721.0	(5,657.3)	-64.9%
Total Revenues	5,243.4	12,924.2	(7,680.8)	-59.4%
Expenditures				
Capital - General	2,381.7	4,203.2	1,821.5	43.3%
Capital - Environmental	5,324.6	8,721.0	3,396.4	38.9%
Total Expenditures	7,706.3	12,924.2	5,217.9	40.4%
Net Position Capital	(2,462.9)	0.0	2,462.9	#DIV/0!

2.0 Capital Summary

2.1 Analysis

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

The 2017 Capital project budget consists of 44 projects, 36 in general and 8 in environmental.

General Capital Projects:

20 projects have been completed, 14 are currently in progress and 2 projects have been cancelled.

The Dymond Hall Accessibility Project was added to the Capital Projects.

The remaining funds in the Golf Course Road project which was cancelled have been reallocated to the Dymond Hall Accessibility Project.

The Snow Blower Upgrades project has been cancelled and the funds reallocated to the Dymond Hall Accessibility Project.

Environmental Capital Projects:

2 projects have been completed and 6 projects are underway.

The Dixon Watermain Replacement Project was added to the Capital Projects.

**GENERAL CAPITAL
Revenues & Expenditures
as at August 2017**

Department	Project	2017			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations	0.0	715.2	(715.2)				
	Transfer from Reserves	0.0	215.1	(215.1)				
	Financing - fleet	208.4	773.0	(564.6)				
	Financing - transit	617.0	712.0	(95.0)				
	Partnership - Keith Subdivision	0.0	57.2	(57.2)				
	Federal Gas Tax	621.7	713.1	(91.4)				
	Provincial Transit Funding	258.0	258.0	0.0				
	OMCIP Funding (STATO Trail)	0.0	162.5	(162.5)				
	STATO Partnership (STATO Trail)	0.0	63.0	(63.0)				
	Dymond Firemen's Park Funding	0.0	27.9	(27.9)				
	BIA Partnership - Downtown Infrastructure	0.0	12.0	(12.0)				
	ARTEM Partnership - Downtown Infrastructure	49.5	48.5	1.0				
	Provincial Funding - Downtown Infrastructure	33.7	59.5	(25.8)				
	Canada 150 Funding - NL Library	2.5	57.4	(54.9)				
	Enabling Accessibility	50.0	0.0	50.0				
	Waterfront Development Funding (P&F)	338.9	328.8	10.1				
Total Revenues		2,179.7	4,203.2	(2,023.5)				
EXPENDITURES:								
Corporate Services:	Computer Hardware - Plotter	12.0	12.0	0.0	100%	x		
	Municipal Drain - Peter's Road	0.0	26.0	26.0		x		
	Vadim ERP	76.9	100.0	23.1	50%	x		
Property Mtnc:	Dymond Hall Accessibility Project	3.4	50.0	46.6	25%	x		
	PFC Mechanical Room Engineering	7.4	40.0	32.6	65%	x		
	View Street Complex Upgrades	2.9	10.0	7.1	100%	x		
	NL Library Building Improvements	7.7	115.3	107.6	25%	x		
	Hlby Marina Breakwall Upgrades	20.3	25.0	4.7	100%	x		
	Downtown NL Infrastructure Upgrades	74.0	120.0	46.0	75%	x		
	NL Cemetery Vault Upgrades	0.0	6.5	6.5				
Public Works:	2017 Roads Program	621.7	854.6	232.9	90%	x		
	Golf Course Road Bridge Repairs	0.0	0.0	0.0				x
	MR Compliance Software	7.2	11.5	4.3	100%	x		
	Reflectometer	16.0	16.0	0.0	100%	x		
	Intersection Control Cameras (2)	50.9	50.0	-0.9	100%	x		
	NL Landfill Site Expansion	59.1	100.0	40.9	25%	x		
Transit:	Transit Buses (2)	869.7	970.0	100.3	100%	x		
Fleet:	Plow Trucks (2)	0.0	550.0	550.0	75%	x		
	3/4 Ton Regular Cab Pick-up	32.9	40.0	7.1	100%	x		
	1/2 Ton Regular Cab Pick-up	29.0	32.0	3.0	100%	x		
	1/2 Ton Crew Cab Pick-up with Cap	36.4	35.0	-1.4	100%	x		
	Pumper Tanker (2018 Delivery)	0.0	0.0	0.0			x	
	1/2 Ton Regular Cab Pick-up with Cap	39.6	45.0	5.4	100%	x		
	1/2 Ton Crew Cab Pick-up with Tonneau Cover	39.9	40.0	0.1	100%	x		
	SUV Lease Buyouts	30.6	31.0	0.4	100%	x		
	Snow Blower Upgrades	0.0	0.0	0.0				x
Recreation:	PFC Floor Replacement	0.0	20.0	20.0	100%	x		
	Squash Court #2 Floor	0.0	12.0	12.0	100%	x		
	STATO Trail	0.0	392.2	392.2	75%	x		
	Dymond Firemen's Park	19.4	55.8	36.4	50%	x		
	NL Arena Compressor Room Electrical	29.9	33.0	3.1	100%	x		
	NL Arena Spectator Heating	0.0	10.0	10.0	100%	x		
	NL Arena Floor Machine	0.0	7.5	7.5	100%	x		
	Bucke Park Chalet Windows & Doors	19.3	20.0	0.7	100%	x		
	Bucke Park Playground Equipment	7.5	7.5	0.0	100%	x		
	Waterfront Development	268.0	365.3	97.3		x		
Total Expenditures		2,381.7	4,203.2	1,821.5				

2.3

**WATERFRONT DEVELOPMENT PROJECT
as at August 2017**

Project	Total Budget	2016 Actual	2017		Variance B/(W)	%			
			YTD Actual	Budget			G	Y	R
Waterfront Stabilization & Beautification	737.4	672.1	65.9	65.3	-0.6	90%	X		
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0				
Accessible Landscaping	254.3	254.3		0.0	0.0				
Farmer's Market	300.0	0.0	202.1	300.0	97.9	75%	X		
Spurline Building Renovations	35.1	35.1		0.0	0.0				
Bucke Park Water and Septic Upgrades	90.6	90.6		0.0	0.0				
Professional Services (Engineering)	74.7	74.7		0.0	0.0				
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0				
2,222.0	1,856.7	268.0	365.3	97.3					

2.4

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

	2017			%	G	Y	R
	Actual	Budget	Variance B/(W)				
REVENUES:							
Transfer from Operations	0.0	248.3	(248.3)				
Financing - North Cobalt Water Stabilization	274.3	266.7	7.6				
Financing - TS Infrastructure (Gray Rd)	1,167.1	3,642.1	(2,475.0)				
Financing - NL WTP Upgrades	0.0	549.0	(549.0)				
Financing - HIby WTP MCC Replacement	0.0	300.0	(300.0)				
Funding - North Cobalt Water Stabilization	0.0	258.3	(258.3)				
Funding - TS Infrastructure (Gray Rd)	1,622.3	2,957.9	(1,335.6)				
Funding - NL WTP Upgrades	0.0	498.7	(498.7)				
Total Revenues	3,063.7	8,721.0	(5,409.0)				
EXPENDITURES:							
TS Infrastructure Upgrades (Gray Rd)	4,712.9	6,600.0	1,887.1	75.0%	x		
NL Lagoon Blower Upgrades	39.7	95.0	55.3	90.0%	x		
HIby WTP MCC Replacement	0.0	300.0	300.0	90.0%	x		
NL WTP Upgrades	0.0	1,065.0	1,065.0	50.0%	x		
North Cobalt Water Stabilization	494.6	525.0	30.4	90.0%	x		
Albert Street Engineering	25.7	75.0	49.3	50.0%	x		
Plotter	6.0	6.0	0.0	100.0%	x		
Dixon Street Watermain Replacement	45.7	55.0	9.3	100.0%	x		
Total Expenditures	5,324.6	8,721.0	3,387.1				

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: September 5, 2017
Subject: CTWMB Disbandment – Final Financial Audited Statements
Attachments: Appendix 01: December 2015 Financial Statements
Appendix 02: December 2016 Financial Statements
Appendix 03: June 30, 2017 Financial Statements

Mayor and Council:

Marc Dupont, Board Treasurer with the Cochrane Timiskaming Waste Management Board (CTWMB) provided correspondence along with the Final disbursement cheque in the amount of \$11,605.78 for the disbandment of the CTWMB. The correspondence indicates by acceptance of the cheque the City is agreeing to the approval of the 2015, 2016 and 2017 Audited Financial statements and to waive clause 2. (a)(vi) of the agreement.

It is recommended that a resolution of Council be considered confirming the City agreement to the above noted audits.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

**COCHRANE TIMISKAMING WASTE
MANAGEMENT BOARD**

**INDEPENDENT AUDITOR'S REPORT AND
FINANCIAL STATEMENTS**

DECEMBER 31, 2015

DRAFT

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

FINANCIAL STATEMENTS

DECEMBER 31, 2015

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COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

MANAGEMENT'S REPORT

DECEMBER 31, 2015

The accompanying financial statements of the Cochrane Timiskaming Waste Management Board are the responsibility of management and have been prepared in accordance with Canadian Public Sector Accounting Standards established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. A summary of the significant policies are described in the notes to the financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgments, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

Management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available in a timely basis for preparation of the financial statements. These systems are monitored and evaluated by management.

The Board of Directors meets with management to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

The organization has ceased operations effective December 31, 2014. The organization is expected to be dissolved once all obligations are settled and the remaining assets are distributed to the participating municipalities.

The financial statements have been audited by Collins Barrow Gagné Gagnon Bisson Hébert, independent external auditors appointed by the Board of Directors. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the organization's financial statements.

Kapuskasing, Ontario
TBD

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the
Cochrane Timiskaming Waste Management Board

We have audited the accompanying financial statements of the Cochrane Timiskaming Waste Management Board which comprise the statement of financial position as at December 31, 2015, the statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Public Sector Accounting Standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of our audit opinion.

INDEPENDENT AUDITOR'S REPORT (CONT'D)*Opinion*

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Cochrane Timiskaming Waste Management Board as at December 31, 2015 and the results of its operations and accumulated surplus, its change in net financial assets and its cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to note 2 to the financial statements which describes matters and conditions about the organization's ability to continue as a going concern.

Chartered Professional Accountants
Licenced Public Accountants
TBD

DRAFT

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2015

	2015	2014
FINANCIAL ASSETS		
Cash	\$ 144,913	\$ 483,440
Accounts receivable	82,501	129,436
Due from related party (note 6)	199,998	24,723
	<u>427,412</u>	<u>637,599</u>
LIABILITIES		
Accounts payable and accrued liabilities	2,500	13,888
Due to related parties (note 6)	-	41,699
	<u>2,500</u>	<u>55,587</u>
NET FINANCIAL ASSETS	424,912	582,012
NON-FINANCIAL ASSETS		
Tangible capital assets - fair market value (note 4)	-	155,000
Tangible capital assets - net book value (note 4)	-	269,258
Prepaid expenses	-	22,931
	<u>-</u>	<u>447,189</u>
ACCUMULATED SURPLUS (note 5)	\$ 424,912	\$ 1,029,201

GOING CONCERN - note 2

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS

YEAR ENDED DECEMBER 31, 2015

	2015	2014
REVENUES		
Contributions from participating member municipalities	\$ -	\$ 403,311
Grant revenues	224,812	208,919
Gain on disposition of tangible capital assets (note 6)	-	36,748
Other revenues	2,885	3,972
Sale of recycled materials	-	129,934
	<u>227,697</u>	<u>782,884</u>
EXPENSES		
Administration and accounting	-	27,850
Amortization	-	27,694
Building maintenance	-	11,630
Equipment maintenance	-	4,241
Equipment rental	-	2,180
Insurance	-	30,383
Loss on disposition of tangible capital assets (note 6)	224,260	-
Municipal taxes	-	27,883
Office expenses	186	1,874
Parts and supplies	-	8,102
Professional fees	4,238	14,315
Sundry expenses	-	1,914
Telephone	-	1,490
Tipping fees	-	22,425
Travel	-	416
Utilities	333	27,627
Vehicle maintenance	-	42,353
Vehicle fuel	-	53,802
Wages and benefits	1,145	449,734
Write down of tangible capital assets	-	96,257
	<u>230,162</u>	<u>852,170</u>
ANNUAL DEFICIT	(2,465)	(69,286)
ACCUMULATED SURPLUS, BEGINNING OF YEAR	1,029,201	1,098,487
DISTRIBUTION TO PARTICIPATING MEMBER MUNICIPALITIES (note 2)	(601,824)	-
ACCUMULATED SURPLUS, END OF YEAR (note 5)	\$ 424,912	\$ 1,029,201

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

YEAR ENDED DECEMBER 31, 2015

	2015	2014
ANNUAL DEFICIT	\$ (2,465)	\$ (69,286)
Amortization of tangible capital assets	-	27,694
Gain on disposition of tangible capital assets (note 6)	-	(36,748)
Write down of tangible capital assets	-	96,257
Loss on disposition of tangible capital assets (note 6)	224,260	-
Proceeds of disposition of tangible capital assets	199,998	282,000
Distribution to participating member municipalities (note 2)	(601,824)	-
Change in prepaid expenses	22,931	8,558
CHANGE IN NET FINANCIAL ASSETS	(157,100)	308,475
NET FINANCIAL ASSETS, BEGINNING OF YEAR	582,012	273,537
NET FINANCIAL ASSETS, END OF YEAR	\$ 424,912	\$ 582,012

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2015

	2015	2014
OPERATING ACTIVITIES		
Annual deficit	\$ (2,465)	\$ (69,286)
Items not involving cash:		
Amortization of tangible capital assets	-	27,694
Gain on disposition of tangible capital assets	-	(36,748)
Write down of tangible capital assets	-	96,257
Loss on disposition of tangible capital assets	224,260	-
	221,795	17,917
Changes in:		
Accounts receivable	46,935	(74,861)
Prepaid expenses	22,931	8,558
Accounts payable and accrued liabilities	(11,388)	(32,734)
	280,273	(81,120)
FINANCIAL ACTIVITIES		
Advances from related parties	-	64,485
Distribution to participating member municipalities	(601,824)	-
	(601,824)	64,485
INVESTING ACTIVITIES		
Advances to related parties	(216,974)	-
CAPITAL ACTIVITIES		
Proceeds of disposition of tangible capital assets	199,998	282,000
CHANGE IN CASH POSITION	(338,527)	265,365
CASH POSITION, BEGINNING OF YEAR	483,440	218,075
CASH POSITION, END OF YEAR	\$ 144,913	\$ 483,440

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015

1. STATUS AND NATURE OF ACTIVITIES

The Cochrane Timiskaming Waste Management Board is made up of 14 members, each representing a different municipality. The purpose of the Board is to oversee a recycling program for the participating municipalities.

2. GOING CONCERN

These financial statements have not been prepared on a going concern basis which contemplates the realization of assets and the payment of liabilities in the ordinary course of business in the foreseeable future. The organization has ceased operations effective December 31, 2014. The organization is expected to be dissolved once all obligations are settled and the remaining assets are distributed to the participating municipalities. As noted in note 6, during the year, the organization sold the building, vehicles and equipment of their Kapuskasing location. A partial distribution of cash in the amount of \$601,824 was paid to the participating member municipalities in June 2015. Further, as noted in note 7, subsequent to year end, another partial distribution of \$264,570 was paid to the participating member municipalities and a final distribution of \$386,930 was finally paid in 2017.

3. SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards. Significant aspects of the accounting policies adopted are as follows:

BASIS OF ACCOUNTING

Sources of financing and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

REVENUE RECOGNITION

Revenues from sales of recycled materials are recognized when the price is fixed or determinable, collectability is reasonably assured and upon shipment and acceptance by the customer.

Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received as receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Government transfers are the transfer of assets from senior levels of Government that are not the result of an exchange transaction, are not expected to be repaid in the future or the result of a direct financial return. Government transfers are recognized in the financial statements in the period in which events giving rise to transfers occur, providing the transfers are authorized, eligibility criteria are met, and reasonable estimates of the amounts can be made.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd)

TANGIBLE CAPITAL ASSETS

Tangible capital assets are recorded at cost except for buildings which are recorded at fair market value. The cost includes all amounts that are directly attributable to acquisition, development or betterment of the asset. The cost, less residual value of the tangible capital asset is amortized on a straight-line basis over their estimated useful lives as follows:

Equipment	10 - 20 years
Vehicles	20 years

MEASUREMENT UNCERTAINTY

The preparation of financial statements in conformity with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenses during the reporting year. Items requiring the use of significant estimates are accrued liabilities. Actual results could differ from these estimates.

4. TANGIBLE CAPITAL ASSETS

Tangible capital assets carried at fair market value:

	2015	2014
Buildings	\$ -	\$ 155,000

Tangible capital assets carried at amortized cost:

	2015 Net	2014 Net
Equipment	\$ -	\$ 1,269
Vehicles	-	267,989
	\$ -	\$ 269,258

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015

5. ACCUMULATED SURPLUS

	2015	2014
Balance, beginning of year	\$ 1,029,201	\$ 1,098,487
Annual deficit	(2,465)	(69,286)
Distribution to participating member municipalities (note 2)	(601,824)	-
Balance, end of year	<u>\$ 424,912</u>	<u>\$ 1,029,201</u>
Accumulated surplus consists of:		
General reserve	\$ 424,912	\$ 604,943
Invested in tangible capital assets - fair market value	-	155,000
Invested in tangible capital assets - net book value	-	269,258
	<u>\$ 424,912</u>	<u>\$ 1,029,201</u>

6. RELATED PARTY TRANSACTIONS

The organization is related to its participating municipalities and to the North East Recycling Association (N.E.R.A.) due to the fact that some of their Council members and Board members are also members of the organization's Board of Directors.

Related party transactions were concluded in the normal course of business and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

The organization incurred the following related party transactions with three of its participating municipalities:

	2015 Total	2014 Total
Accounting	\$ -	\$ 7,350
Administration	-	20,500
Building maintenance	-	2,964
Municipal taxes	-	27,883
Office expenses	-	102
Tipping Fees	-	22,425
Vehicle fuel and maintenance	-	38,804
	<u>\$ -</u>	<u>\$ 120,028</u>

During the year, the organization sold the building, equipment and vehicles of its Kapuskasing location to N.E.R.A. for \$199,998, resulting in a loss on disposition of tangible capital assets of \$224,260.

As at December 31, 2015 there is a receivable in the amount of \$199,998 (2014 - \$24,723) from N.E.R.A.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD
NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015

6. RELATED PARTY TRANSACTIONS (cont'd)

As at December 31, 2015, the following amounts were owing from the following related parties:

	<u>2015</u>	<u>2014</u>
The City of Temiskaming Shores	\$ -	\$ 4,633
The Corporation of the Town of Kapuskasing	-	<u>37,066</u>
	<u>\$ -</u>	<u>\$ 41,699</u>

In prior year, the organization had sold the land, building and equipment of their Temiskaming Shores location to the City of Temiskaming Shores for \$282,000, resulting in a gain on disposition of tangible capital assets of \$36,748.

7. SUBSEQUENT EVENT

As discussed in note 2, the organization has ceased operations effective December 31, 2014 and the net assets are to be distributed to the participating member municipalities. Subsequent to year end, a partial distribution of \$264,570 was paid to the participating member municipalities and a final distribution of \$386,930 was finally paid in 2017.

8. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to be consistent with the current year's presentation.

**COCHRANE TIMISKAMING WASTE
MANAGEMENT BOARD**

**INDEPENDENT AUDITOR'S REPORT AND
FINANCIAL STATEMENTS**

DECEMBER 31, 2016

DRAFT

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

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COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

MANAGEMENT'S REPORT

DECEMBER 31, 2016

The accompanying financial statements of the Cochrane Timiskaming Waste Management Board are the responsibility of management and have been prepared in accordance with Canadian Public Sector Accounting Standards established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. A summary of the significant policies are described in the notes to the financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgments, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

Management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available in a timely basis for preparation of the financial statements. These systems are monitored and evaluated by management.

The Board of Directors meets with management to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

The organization has ceased operations effective December 31, 2014. The organization is expected to be dissolved once all obligations are settled and the remaining assets are distributed to the participating municipalities.

The financial statements have been audited by Collins Barrow Gagné Gagnon Bisson Hébert, independent external auditors appointed by the Board of Directors. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the organization's financial statements.

Kapuskasing, Ontario
TBD

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the
Cochrane Timiskaming Waste Management Board

We have audited the accompanying financial statements of the Cochrane Timiskaming Waste Management Board which comprise the statement of financial position as at December 31, 2016, the statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Public Sector Accounting Standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of our audit opinion.

INDEPENDENT AUDITOR'S REPORT (CONT'D)*Opinion*

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Cochrane Timiskaming Waste Management Board as at December 31, 2016 and the results of its operations and accumulated surplus, its change in net financial assets and its cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to note 2 to the financial statements which describes matters and conditions about the organization's ability to continue as a going concern.

Chartered Professional Accountants
Licenced Public Accountants
TBD

DRAFT

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2016

	2016	2015
FINANCIAL ASSETS		
Cash	\$ 314,456	\$ 144,913
Accounts receivable	85,494	82,501
Due from related party (note 5)	-	199,998
	<u>399,950</u>	<u>427,412</u>
LIABILITIES		
Accounts payable and accrued liabilities	<u>12,770</u>	<u>2,500</u>
NET FINANCIAL ASSETS / ACCUMULATED SURPLUS (note 4)	\$ 387,180	\$ 424,912
GOING CONCERN - note 2		

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD
STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS
YEAR ENDED DECEMBER 31, 2016

	2016	2015
REVENUES		
Grant revenues	\$ 234,812	\$ 224,812
Other revenues	2,070	2,885
	<u>236,882</u>	<u>227,697</u>
EXPENSES		
Loss on disposition of tangible capital assets (note 5)	-	224,260
Office expenses	166	186
Professional fees	8,678	4,238
Utilities	-	333
Wages and benefits	1,200	1,145
	<u>10,044</u>	<u>230,162</u>
ANNUAL SURPLUS (DEFICIT)	226,838	(2,465)
ACCUMULATED SURPLUS, BEGINNING OF YEAR	424,912	1,029,201
DISTRIBUTION TO PARTICIPATING MEMBER MUNICIPALITIES (note 2)	<u>(264,570)</u>	<u>(601,824)</u>
ACCUMULATED SURPLUS, END OF YEAR (note 4)	<u>\$ 387,180</u>	<u>\$ 424,912</u>

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

YEAR ENDED DECEMBER 31, 2016

	2016	2015
ANNUAL SURPLUS (DEFICIT)	\$ 226,838	\$ (2,465)
Loss on disposition of tangible capital assets (note 5)	-	224,260
Proceeds of disposition of tangible capital assets	-	199,998
Distribution to participating member municipalities (note 2)	(264,570)	(601,824)
Change in prepaid expenses	-	22,931
CHANGE IN NET FINANCIAL ASSETS	(37,732)	(157,100)
NET FINANCIAL ASSETS, BEGINNING OF YEAR	424,912	582,012
NET FINANCIAL ASSETS, END OF YEAR	\$ 387,180	\$ 424,912

DRAFT

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2016

	2016	2015
OPERATING ACTIVITIES		
Annual surplus (deficit)	\$ 226,838	\$ (2,465)
Items not involving cash:		
Loss on disposition of tangible capital assets	-	224,260
	226,838	221,795
Changes in:		
Accounts receivable	(2,993)	46,935
Prepaid expenses	-	22,931
Accounts payable and accrued liabilities	10,270	(11,388)
	234,115	280,273
FINANCIAL ACTIVITIES		
Advances from related parties	199,998	-
Distribution to participating member municipalities	(264,570)	(601,824)
	64,572	(601,824)
INVESTING ACTIVITIES		
Advances to related parties	-	(216,974)
CAPITAL ACTIVITIES		
Proceeds of disposition of tangible capital assets	-	199,998
CHANGE IN CASH POSITION	169,543	(338,527)
CASH POSITION, BEGINNING OF YEAR	144,913	483,440
CASH POSITION, END OF YEAR	\$ 314,456	\$ 144,913

The accompanying notes are an integral part of these financial statements.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

1. STATUS AND NATURE OF ACTIVITIES

The Cochrane Timiskaming Waste Management Board is made up of 14 members, each representing a different municipality. The purpose of the Board is to oversee a recycling program for the participating municipalities.

2. GOING CONCERN

These financial statements have not been prepared on a going concern basis which contemplates the realization of assets and the payment of liabilities in the ordinary course of business in the foreseeable future. The organization has ceased operations effective December 31, 2014. The organization is expected to be dissolved once all obligations are settled and the remaining assets are distributed to the participating member municipalities. Partial distributions of cash in the amount of \$601,824 and \$264,570 were paid to the participating member municipalities in 2015 and 2016 respectfully. Also, as noted in note 6, subsequent to year end, a final distribution of \$386,930 was paid to the participating member municipalities in 2017.

3. SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards. Significant aspects of the accounting policies adopted are as follows:

BASIS OF ACCOUNTING

Sources of financing and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

REVENUE RECOGNITION

Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received as receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Government transfers are the transfer of assets from senior levels of Government that are not the result of an exchange transaction, are not expected to be repaid in the future or the result of a direct financial return. Government transfers are recognized in the financial statements in the period in which events giving rise to transfers occur, providing the transfers are authorized, eligibility criteria are met, and reasonable estimates of the amounts can be made.

MEASUREMENT UNCERTAINTY

The preparation of financial statements in conformity with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenses during the reporting year. Items requiring the use of significant estimates are accrued liabilities. Actual results could differ from those estimates.

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

4. ACCUMULATED SURPLUS

	2016	2015
Balance, beginning of year	\$ 424,912	\$ 1,029,201
Annual surplus (deficit)	226,838	(2,465)
Distribution to participating member municipalities (note 2)	(264,570)	(601,824)
Balance, end of year	<u>\$ 387,180</u>	<u>\$ 424,912</u>

Accumulated surplus consists of:

General reserve	\$ 387,180	\$ 424,912
-----------------	------------	------------

5. RELATED PARTY TRANSACTIONS

The organization is related to its participating municipalities and to the North East Recycling Association (N.E.R.A.) due to the fact that some of their Council members and Board members are also members of the organization's Board of Directors.

Related party transactions were concluded in the normal course of business and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

In prior year, the organization sold the building, equipment and vehicles of its Kapuskasing location to N.E.R.A. for \$199,998, resulting in a loss on disposition of tangible capital assets of \$224,260.

6. SUBSEQUENT EVENT

As discussed in note 2, the organization ceased operations effective December 31, 2014 and the net assets are to be distributed to the participating member municipalities. Subsequent to year end, a final distribution of \$386,930 was paid to the participating member municipalities.

**COCHRANE TIMISKAMING WASTE
MANAGEMENT BOARD**

**NOTICE TO READER AND
INTERIM FINANCIAL STATEMENTS**

JUNE 30, 2017

DRAFT

NOTICE TO READER

On the basis of information provided by the organization, we have compiled the interim statement of financial position of the Cochrane Timiskaming Waste Management Board as at June 30, 2017 and the interim statements of operations and accumulated surplus and change in net financial assets for the period then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Chartered Professional Accountants
Licenced Public Accountants
TBD

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

INTERIM STATEMENT OF FINANCIAL POSITION

(Unaudited - See Notice to Reader)

JUNE 30, 2017

	June 30, 2017	December 31, 2016
FINANCIAL ASSETS		
Cash (note 1)	\$ 3,873	\$ 314,456
Accounts receivable	167	85,494
	<u>4,040</u>	<u>399,950</u>
LIABILITIES		
Accounts payable and accrued liabilities	<u>4,040</u>	<u>12,770</u>
NET FINANCIAL ASSETS / ACCUMULATED SURPLUS (note 2)	\$ -	\$ 387,180

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

INTERIM STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS
(Unaudited - See Notice to Reader)

PERIOD ENDED JUNE 30, 2017

	2017 (6 months)	2016 (12 months)
REVENUES		
Grant revenues	\$ -	\$ 234,812
Other revenues	1,290	2,070
	<u>1,290</u>	<u>236,882</u>
EXPENSES		
Office expenses	-	166
Professional fees	1,540	8,678
Wages and benefits	-	1,200
	<u>1,540</u>	<u>10,044</u>
ANNUAL SURPLUS (DEFICIT)	(250)	226,838
ACCUMULATED SURPLUS, BEGINNING OF YEAR	387,180	424,912
DISTRIBUTION TO PARTICIPATING MEMBER MUNICIPALITIES	<u>(386,930)</u>	<u>(264,570)</u>
ACCUMULATED SURPLUS, END OF YEAR (note 2)	\$ -	\$ 387,180

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

(Unaudited - See Notice to Reader)

PERIOD ENDED JUNE 30, 2017

	2017 (6 months)	2016 (12 months)
ANNUAL SURPLUS (DEFICIT)	\$ (250)	\$ 226,838
Distribution to participating member municipalities	(386,930)	(264,570)
CHANGE IN NET FINANCIAL ASSETS	(387,180)	(37,732)
NET FINANCIAL ASSETS, BEGINNING OF YEAR	387,180	424,912
NET FINANCIAL ASSETS, END OF YEAR	\$ -	\$ 387,180

DRAFT

COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)

JUNE 30 , 2017

1. CASH

	June 30, 2017	December 31, 2016
Cash held in bank	\$ 390,803	\$ 314,456
Less: outstanding cheques	<u>(386,930)</u>	<u>-</u>
	\$ 3,873	\$ 314,456

2. ACCUMULATED SURPLUS

	June 30, 2017	December 31, 2016
Balance, beginning of period	\$ 387,180	\$ 424,912
Annual surplus (deficit)	(250)	226,838
Distribution to participating member municipalities	<u>(386,930)</u>	<u>(264,570)</u>
Balance, end of period	\$ -	\$ 387,180

DRAFT

Subject: Land Disposal – Lot 66 Plan M-79 N.B. **Report No.:** CS-032-2017
Radley Hill Rd (Frank Stap) **Agenda Date:** September 5, 2017

Attachments

Appendix 01: Aerial view of Subject Lands
Appendix 02: MPAC Assessment Mapping

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2017; and
2. That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Mr. Frank Stap as the purchaser and the City of Temiskaming Shores as the vendor for Lot 66 on Plan M 79 N.B. (Radley Hill Rd) in the amount of \$1,043 plus all costs (legal, survey, registration, etc.) in accordance with Section 8 of By-law No. 2015-160 for consideration at the September 19, 2017 Regular Council meeting.

Background

Mr. Frank Stap submitted an application to purchase municipal land, more specifically Lot 66 on Plan M-79 N.B. along Radley Hill Road. Mr. Stap owns two lots (Lots 64 & 65) adjacent to Lot 66 to the east at the corner of Roseneath and Radley Hill Road. Mr. Stap's property is currently vacant as the previous dwelling was damaged due to fire and subsequently demolished. Mr. Stap is in the process of developing the property with a dwelling and detached garage. Upon completion of a survey it was determined that the proposed garage and entrance straddle the lot line between Lot 65 & municipally owned Lot 66. See Planning comments below for further clarification.

Appendix 01 – Aerial view of Subject Lands illustrates Mr. Stap's property, the municipally owned lots, including Lot 66 as well as the existing entrance.

Analysis:

Mr. Stap's application was circulated to internal departments for comments with the following being returned:

Building Department: The Building Department has no objections to the sale.

City Manager: No objections.

Planning Department: Both the requested property and Mr. Stap's existing property are designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and are zoned Low Density Residential (R1) in the Town of New Liskeard Zoning By-law 2233. In May, Mr. Stap applied for a minor variance through the Committee of Adjustment to permit a reduced setback from the west side property line to permit the construction of a detached garage that would respect the location of the existing driveway, as well as to permit the construction of the garage prior the construction of a detached dwelling. After the variance was approved Mr. Stap had the property surveyed and it was discovered that the driveway, and a portion of the proposed building site for the garage, are in fact located on the adjacent City-owned property that is the subject of this request.

The Planning Department has no concerns with the sale of lot 66 to Mr. Stap for the purpose of enlarging his existing property.

Public Works Department: No objections.

Based on the City's disposition of Land Policy (By-law No. 2015-160) it is recommended that the disposal method (Section 3) be a direct sale; and the determination of the Fair Market Value (Section 4) be the assessed value. In accordance with Section 6 of By-law No. 105-160 a public notice was placed in the Temiskaming Speaker on August 16, 2017 with a public meeting scheduled during the September 5, 2017 Regular Council meeting.

Pending any concerning comments being received at the public meeting it is recommended that Lot 66 be sold to Mr. Stap in the amount of \$1,043 plus all costs (legal, survey, registration, etc) in accordance with Section 8 of By-law No. 2015-160 for consideration at the September 19, 2017 Regular Council meeting.

Alternatives

The City could opt not to sell the lot.

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 City owns seven lots (Lots 66 to 72 – Appendix 02) to the west of Mr. Stap's property (Lots 64 & 65) with an MPAC assessed value of \$7,300. Based on the assumption that each lot is of equal value an individual lot is \$1,042.85. It is recommended Lot 66 be offered to Mr. Stap in the amount of \$1,043.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager



Roseneath Rd.

151 Radley Hill Rd



Lot 66 (Requested Lot)

Municipal Lots

Radley Hill Rd

Lakeview (unopen)

Subject: Peters Road Municipal Drain - Contract
Award to Pedersen Construction

Agenda Date: September 5, 2017
Report No.: CS-033-2017

Attachments

Appendix 01 – Tender Opening Results

Appendix 02 - K. Smart Recommendation Letter

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-033-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the installation of drainage works, known locally as Peters Road Municipal Drain, in the City of Temiskaming Shores in the amount of \$69,850 plus applicable taxes for consideration at the September 5, 2017 Regular Council meeting.

Background

The Director of Public Works (i.e. City – Roads Authority) submitted a *Petition for Drainage Works* dated June 17, 2015. The purpose of the petition is to alleviate excessive drainage causing expensive road washouts due to increased agricultural activity and/or modifications to agricultural lands which has increased water runoff to Peters Road.

Administrative Report CS-029-2015 was considered at the September 1, 2015 Regular Council meeting regarding the petition for a Municipal Drain for Peters Road resulting in the adoption of By-law No. 2015-184 being a by-law to authorize an agreement between K. Smart Associates Ltd. for engineering services related to the Design and Contract Administration for the Peter's Road Municipal Drain.

Council provided provisional approval (1st & 2nd reading) at the February 7, 2017 Regular Council meeting along with a public meeting.

A Court of Revision meeting was held on May 4, 2017 at which no Notices of Appeal were received. Administrative Report No. CS-027-2017 was considered at the June 6, 2017 Regular Council meeting resulting in third and final reading of By-law No. 2017-016 being a by-law to provide for a drainage works in the City of Temiskaming Shores in the District of Timiskaming known locally as the Peters Road Municipal Drain as well as provided direction to the consultant K. Smart Associates to prepare and release the necessary Tender Documents for the drainage works.

Analysis

Four contractors obtained the Tender documents from City Hall with a Tender closing date of July 27, 2017. Two (2) firms submitted proposals. The tenders were reviewed by the engineer for accuracy. **Appendix 01 – Tender Opening Results** are hereto attached and summarized as follows:

Company	Sub-Total (Pt. 1)	Sub-Total (Pt. 2)	Total
Pedersen Construction	\$ 65,350.00	\$ 4,500.00	\$ 69,850.00
James Lathem	\$ 128,248.80	\$ 18,650.00	\$ 146,898.80

The results were forwarded to the consulting engineer Neal Morris, P. Eng of K. Smart & Associates who responded with an email stating that based on Section 59 of the *Drainage Act* that a public meeting is required since the bids exceed 139% of the engineers estimate. See **Appendix 02**. Neal Morris contacted petitioner Basil Loranger (Chieftan Dairy Farms) and reported that Mr. Loranger would still like to proceed with the drainage works. An email was forwarded to the Director of Public Works requesting confirmation that the Road Authority is still in favour of the drainage works.

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 installation costs of the drainage works are assessed and apportioned to property owners within the catchment area of the watershed being drained.

The City of Temiskaming Shores portion of the work is estimated at \$36,219.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen, CET
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Document Title: **CS-Tender-001-2017 "Peters Road Drain"**

Closing Date: **July 27, 2017**

Closing Time: **2:00 p.m.**

Department: **Corporate Services**

Opening Time: _____

Submission Pricing

Bidder: **PEDESEN CONSTRUCTION (2013) INC.**

Amounts exclude HST	
Sub-Total (Pt i):	65,350. ⁰⁰
Sub-Total (Pt ii):	4,500. ⁰⁰
Total Tender:	69,850. ⁰⁰
<input checked="" type="checkbox"/> 10% Tender Deposit 7,000. ⁰⁰	

Amounts exclude HST	
Sub-Total (Pt i):	
Sub-Total (Pt ii):	
Total Tender:	
<input type="checkbox"/> 10% Tender Deposit	

Bidder: **JAMES LATHAM EXCAVATING LTD.**

Amounts exclude HST	
Sub-Total (Pt i):	128,248.80
Sub-Total (Pt ii):	18,650. ⁰⁰
Total Tender:	146,898.80
<input checked="" type="checkbox"/> 10% Tender Deposit 14,689.88	

Amounts exclude HST	
Sub-Total (Pt i):	
Sub-Total (Pt ii):	
Total Tender:	
<input type="checkbox"/> 10% Tender Deposit	

Bidder:






Amounts exclude HST	
Sub-Total (Pt i):	
Sub-Total (Pt ii):	
Total Tender:	
<input type="checkbox"/> 10% Tender Deposit	

Bidder:

Amounts exclude HST	
Sub-Total (Pt i):	
Sub-Total (Pt ii):	
Total Tender:	
<input type="checkbox"/> 10% Tender Deposit	

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by the consultant prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

Print Name	Representing	Signature
Clint Bearste	PCI	
Dave Walsh	CoTS	
Steve Burnett	CoTS	
Michael DelMare	exp	
Kayla-Lee MacLeod	CoTS	Laura-Lee MacLeod
Linda McKnight	CoT.S.	



K. SMART ASSOCIATES LIMITED

CONSULTING ENGINEERS AND PLANNERS

85 McIntyre Drive
Kitchener ON N2R 1H6

Tel: (519) 748-1199
Fax: (519) 748-6100
www.ksmart.ca

RECEIVED

AUG 14 2017

August 10, 2017

File No. 15-265

David B. Treen, CET
Municipal Clerk
City of Temiskaming Shores
P O Box 2050
325 Farr Drive
Haileybury ON P0J 1K0

RE: PETERS ROAD DRAIN

Dear Mayor and Council:

After reviewing the tender bids received from Pederson Construction (2013) Inc. and James Lathem Excavating Ltd., it is the Engineer's observation that both tender bids are in order and there are no calculation errors in the bids.

However, the low bid of Pederson Construction at \$69,850 is 159% of the Engineer's estimate. Accordingly a statutorial Section 59 Council meeting is required to allow the petitioners to remove their names from the petition. If none do so, the tender should be awarded to Pedersen Construction and all other tender deposits be returned.

If you have any concerns with the contractor, *please contact the undersigned* at 1-800-265-6456 ext. 240, fax 519-748-6100 and email nmorris@ksmart.ca.

Yours truly,

N. W. Morris, P. Eng.

mw

cc: Ed Gorecki (Drainage Superintendent, City of Temiskaming Shores)
Pedersen Construction (2013) Inc.

Subject: Municipal Employee Group Benefit Plan

Agenda Date: September 5, 2017

Report No.: CS-022-2017

Attachments

Appendix 01: Renewal Rate Comparison and Claims History

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2017;
2. That Council for the City of Temiskaming Shores approves the renewal of the Great West Life Employee Benefit Administrative Services Only (ASO) Plan (administered through Dibrina Sure Benefits Consulting Inc.) with premiums of \$278,472 for 2017-2018 in addition to the costs paid by the City for medical events and health benefits as they are incurred with applicable administrative fees.

Background

In August, the City Manager met with Mr. Jeff St. Cyr to review the renewal proposal for the City's Municipal Employee Group Benefit Plan. The City's Benefit Plan became eligible for renewal on September 1, 2017.

Analysis

Currently, the City is using an Administrative Services Only (ASO) Plan. An ASO Plan has two (2) components:

1. A cash component used to pay for everyday benefits such as drug or dental costs; and
2. An insurance component to cover a catastrophic event such as an unforeseen need for special medicines or treatments.

Under an ASO Plan the administrator and the employer work together to establish a budget for self-insured health and dental care components. Employees or their health care providers will submit their claims directly to the administrator (GWL) who process the claims and issues the cheques.

Great West Life's 2017-2018 proposal was submitted with a 4.5 % overall decrease from the previous year's premium or a monthly premium decrease of \$2,658. The previous year's increase was 18.1%.

For this renewal, the City of Temiskaming Shores main driver for the premium decrease is the reduction of claims affecting the "Pooling" coverage which includes in-Canada claims in excess of \$10,000 per person per benefit year.

Other sources of the decrease are the changing demographics with current staff as well as the City's experience rating with Long Term Disability. The negotiated renewal is an 11.2 % decrease from last year's premiums for Long Term Disability.

Employee Benefits is listed as an exclusion in the Municipal Procurement Policy, however, given the City's improved portfolio, staff will be recommending that a Request for Proposal process be implemented for the 2018-2019 renewal.

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 renewal of the City's benefit plan is part of ongoing operations costs. Dibrina Sure Benefits Consulting Inc. has negotiated a renewal decrease 4.5% for the overall combined plan. This will result in an overall decrease of \$31,899 in premiums for the year. Administrative Rates as follows have remained unchanged from the 2016 renewal:

Admin Charges	2017-2018 Rates
General Admin	5.00%
Profit Charge	0.75%
Commissions	3.00%
Taxes	As legislated
STD	8.50%
Healthcare	5.49%
Vision	5.49%
Pay Direct Drugs	3.30%
Dental	3.01%

The yearly premiums for life insurance, AD&D, and long term disability will be \$188,100, which represents a decrease of \$25,920 from the 2016 renewal.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

RENEWAL RATE COMPARISON



Benefits	Lives/ Volume	CURRENT		PROPOSED RENEWAL		NEGOTIATED RENEWAL		
		Rates	Monthly Premium	Rates	Monthly Premium	Rates	Monthly Premium	% Change
EMPLOYEE BASIC LIFE								
All Divisions	\$8,621,500	\$0.478	\$4,121	\$0.494	\$4,259	\$0.478	\$4,121	0.0%
EMPLOYEE BASIC AD&D								
All Divisions	\$8,791,500	\$0.050	\$440	\$0.050	\$440	\$0.050	\$440	0.0%
DEPENDENT BASIC LIFE								
Div. 1, 2, 4, 13, 21-26, 28	70	\$1.98	\$139	\$2.13	\$149	\$1.98	\$139	0.0%
Div. 8	0	\$1.11	\$0	\$2.13	\$0	\$1.98	\$0	N/A
LONG TERM DISABILITY								
Div. 1, 2, 4, 13, 28	\$234,133	\$5.280	\$12,362	\$4.688	\$10,976	\$4.688	\$10,976	-11.2%
Sub-total:			\$17,061		\$15,824		\$15,675	-8.1%
EXPENSES/FEES								
General Admin (% of paid claims)	\$32,845	5.00%	\$1,642	5.00%	\$1,642	5.00%	\$1,642	0.0%
EHC/Vision Admin Fee (% of paid claims)	\$4,092	5.49%	\$225	5.49%	\$225	5.49%	\$225	0.0%
Drugs Admin Fee (% of paid claims)	\$16,617	3.30%	\$548	3.30%	\$548	3.30%	\$548	0.0%
Dental Admin Fee (% of paid claims)	\$5,550	3.01%	\$167	3.01%	\$167	3.01%	\$167	0.0%
STD Admin Fee (% of paid claim)	\$6,586	8.50%	\$560	8.50%	\$560	8.50%	\$560	0.0%
Profit Charge (% of paid claims)	\$32,845	0.75%	\$246	0.75%	\$246	0.75%	\$246	0.0%
Commissions (% of paid claims)	\$32,845	3.00%	\$985	3.00%	\$985	3.00%	\$985	0.0%
POOLING/STOP LOSS*								
Pooling (% of paid claims)	\$9,660	45.42%	\$4,388	32.25%	\$3,115	32.25%	\$3,115	-29.0%
GMA								
Single	11	\$0.50	\$6	\$0.50	\$6	\$0.50	\$6	0.0%
Family	72	\$0.50	\$36	\$0.50	\$36	\$0.50	\$36	0.0%
Sub-total:			\$8,803		\$7,531		\$7,531	-14.5%
MONTHLY TOTAL			\$25,864		\$23,355		\$23,206	
MONTHLY CHANGE vs CURRENT (%)								-4.5%
MONTHLY CHANGE vs CURRENT (\$)								-\$2,658
ANNUAL CHANGE vs CURRENT (%)								
ANNUAL CHANGE vs CURRENT (\$)								-\$31,899
ANNUAL NEGOTIATED SAVINGS (\$)								\$1,781

Overall, our negotiations resulted in annual savings of approximately \$1,781 compared to your carrier's original proposal.

*Pooling applies to OOC from 1st dollar and for amounts above \$10,000 per year for in-Canada claims.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-105

**Being a by-law to enact a Zoning by-law Amendment to
rezone property from Medium Density Residential (R3) to
Medium Density Residential Exception 18 (R3-E18) in the
Town of New Liskeard Zoning By-law 2233 - 258 Farah
Avenue (Plan M 34 N.B. Lots 50 and 51; Parcels 1384 NND and
2059 NND) Roll No. 54-18-010-005-092.00**

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

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

And whereas Council considered Administrative Report No. CGP-016-2017 at the August 8, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend the Town of New Liskeard Zoning By-law No. 2233 to change the zoning on the property from Medium Density Residential (R3) to Medium Density Residential Exception 18 (R3-E18) for consideration at the September 5, 2017 Regular Council meeting;

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

1. Schedule Changes

- a) Schedule "A" of By-law No. 2233, as amended, is hereby further amended by rezoning Plan M 34 N.B., Lots 50 and 51; Parcels 1384 NND and 2059 NND, known locally as 258 Farah Avenue, as shown on Schedule "A" to this By-law, from the Medium Density Residential (R3) Zone to the Medium Density Residential Exception 18 (R3-E18) Zone.

2. Text Changes

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

USES PERMITTED IN THE R3-E18 ZONE:

In addition to the uses permitted in the R3 zone, in the R3-E18 zone, a townhouse containing a maximum of 4 units will be a permitted use.

ZONE PROVISIONS FOR THE R3-E18 ZONE:

No person shall within any R3-E18 zone use any lot or erect, alter or use any building or structure except in accordance with Section 7(2) and Section 3 of Zoning By-law 2233, unless otherwise provided herein:

- (a) LOT AREA (minima):
 - (i) townhouse containing a maximum of 4 units - 200 m² per dwelling unit
- (b) LOT FRONTAGE (minima):
 - (i) townhouse containing a maximum of 4 units - 20 m
- (c) BUILDING SETBACK, REAR (minima):
 - (i) townhouse containing a maximum of 4 units - 2 m
- (d) DWELLING UNIT AREA (minima):
 - (i) townhouse containing a maximum of 4 units - 50 m² for a one-bedroom dwelling unit plus 10m² for each additional bedroom
- (e) ENTRANCE SETBACK (minima): - 8.8 m

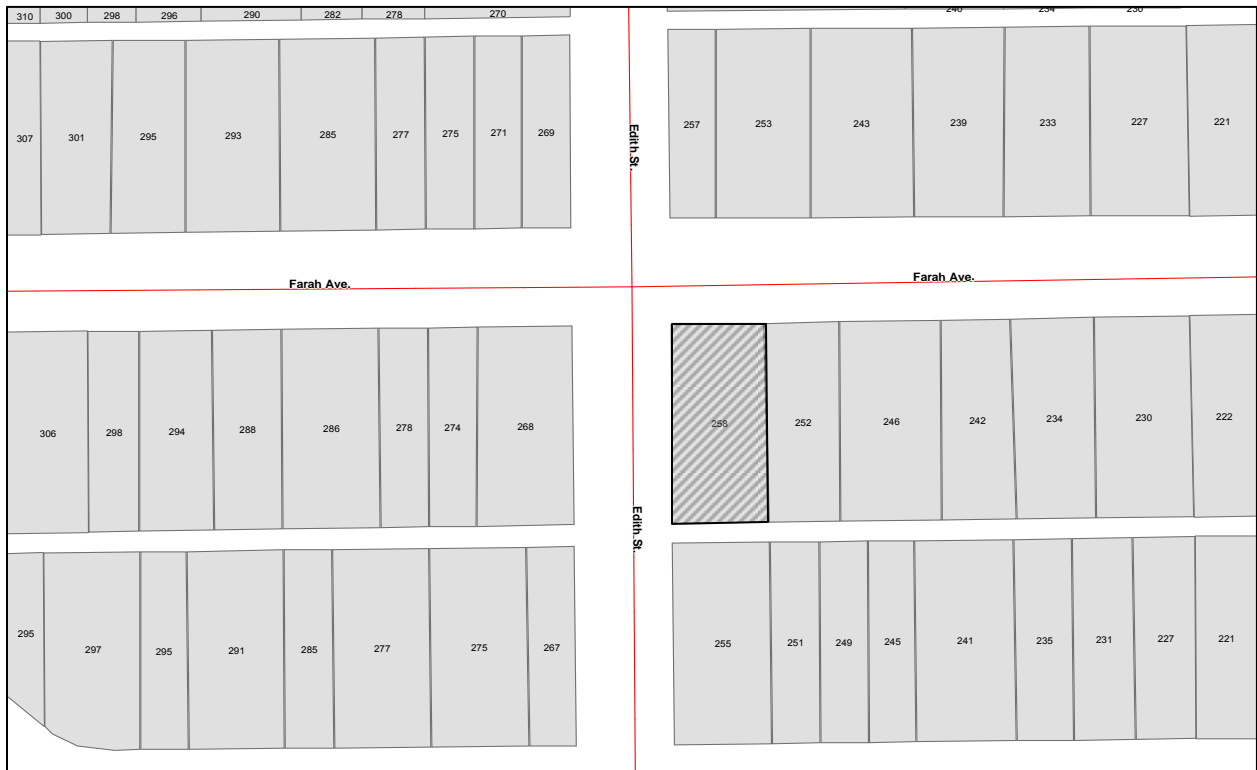
3. That all other provisions of By-law No. 2233 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative,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

Read a first, second and third time and finally passed this 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores



Rezoned from Medium Density Residential (R3) to Medium Density Residential Exception 18 (R3-E18)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-106

Being a by-law to authorize an agreement with Pedersen Construction (2013) Inc. for the construction of drainage works locally known as the Peters Road Municipal Drain in the City of Temiskaming Shores

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 requisite number of owners has petitioned the Council of the Corporation of the City of Temiskaming Shores in the District of Timiskaming in accordance with the provisions of the *Drainage Act* requesting that the following lands and roads be drained by a drainage works:

Peters Road between Highway 65 E and Drive-In Theatre Road in Dymond Township

And whereas the Council of the City of Temiskaming Shores in the District of Timiskaming retained the services of K. Smart Associates Limited to prepare the necessary reports and design for the said drainage works which were adopted by Council on June 6, 2017 through By-law No. 2017-016;

And whereas Council considered Administrative Report CS-033-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law and agreement to award the contract for the installation of drainage works locally known as the Peters Road Municipal Drain to Pedersen Construction (2013) Inc. for consideration at the August 8, 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 Pedersen Construction (2013) Inc. for the installation of drainage works in the City of Temiskaming Shores locally known as the Peters Road Municipal Drain at an upset limit of \$69,850 plus applicable taxes attached hereto as Schedule "A" to 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, numerical 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 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-106

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the installation of drainage works locally known as the

Peters Road Municipal Drain

Contract Agreement

Between:

The Corporation of the City of Temiskaming Shores
(herein after called the “City”)
325 Farr Drive - P.O. Box 2050 - Haileybury, Ontario - P0J 1K0

Contractor:

Pedersen Construction (2013) Inc.
(herein after called the “Contractor”)
863189 Uno Park Road - P.O. Box 130 – New Liskeard, Ontario – P0J 1P0

Project:

Peters Road Municipal Drain

Part A – Form of Tender and Agreement

1. The Contractor agrees, having carefully examined the plans, specifications and location of the work and understanding all conditions, hereby offers to enter into a contract to construct the said work as completed below for the City, complete and ready for use in accordance with the plans, profiles and specifications attached which form the basis of the proposal for the following price:

\$ 69,850.00

Total Labour, Equipment and Materials including contingencies

2. The Contractor encloses a Certified Cheque payable to the City for 10% of the amount of the bid, as security for contract commencement, performance, and completion as required by these Contract Documents.
3. The Contractor shall complete and agrees to the following sections:
 - a) Work may commence upon award of contract and notification from the engineer;
 - b) Work will be completed on or before **November 15, 2017**;
 - c) Carry liability insurance in the amount of Five Million (\$5,000,000) dollars with Northbridge Insurance Company. (See general Condition E.11 which is modified to the extent that the minimum insurance coverage to be carried is \$2,000,000 for each and every accident);
 - d) Our Worker’s Compensation Board Account Number is **5356055** and we guarantee to the City that all premiums for this account have been paid. We agree to provide, prior to acceptance of tender, if requested, and at any time if and when requested, a Worker’s Compensation Board Certificate;
 - e) Our H.S.T. Registration Number is **819513482 RT0001**.
4. The Contractor agrees that his signature herein and the security enclosed is his undertaking to commence and complete the indicated work portions as per these Contract Documents;

5. The City hereby agrees with the Contractor that in consideration of the work being performed by the Contractor as specified, the City shall pay the Contractor for the said work in accordance with the prices set out in this Form of Tender and in accordance with the provisions set forth in the attached Contract Documents. The City will include the 13% Harmonized Goods and Services Tax (HST) on all payments to the Contractor;
6. The Contractor agrees to perform the works in accordance to the following guiding documents:
 - This agreement;
 - Tender Documents and Specifications – CS-RFT-001-2017 prepared by K. Smart Associates Ltd.
 - Engineer’s final Report - By-law No. 2017-016;

Part B – Schedule of Tender Prices

Contractor to supply all Labour, Equipment and Materials (including Contingencies).

Item No.	Station	Description	Cost
1 – Construction			
1	0+000 to 0+008	Construct permanent rock sediment trap with 10 m ² of riprap on filter underlay	\$ 1,000.00
2	0+000 to 0+287	Clean-out 287 m of existing ditch (2 m bottom with 2:1 side slopes) including incidental clearing (10 m width)	\$ 12,915.00
3	0+000 to 0+287	Seed banks (5 m width)	\$ 1,435.00
4	0+287	Construct permanent rock sediment trap with 10 m ² of rip rap on filter underlay	\$ 1,000.00
5	0+287 to 0+305	Clean-out existing 18 m length of 1800 mm CSP road culvert	\$ 4,000.00
6	0+305 to 0+690	Clean-out 385 m of existing ditch (2 m bottom with 2:1 side slopes) including incidental clearing (10 m width)	\$ 17,325.00
7	0+305 to 0+690	Seed banks (5 m width)	\$ 1,925.00
8	0+683 to 0+688±	Construct permanent rock sediment trap with 10 m ² of riprap on filter underlay	\$ 1,000.00
9	0+690	Place 25 m ² of riprap on filter underlay at downstream end of existing 1800 mm CSP and 900 mm CSP and new 450 mm HDPE pipe	\$ 1,250.00
10	0+690 to 0+709	Clean-out existing 19 m length of 1800 mm CSP road culvert	\$ 4,000.00
11	0+709 to 0+716±	Place 40 m ² of riprap on filter underlay at upstream end of existing 1800mm CSP	\$ 2,000.00
12	0+690 to 0+725	35 m of 450 mm dia. HDPE pipe across road by open cut including traffic control and including road restoration	\$ 13,500.00
13	0+723± to 0+725	Construct WASCoB with 48 m of earth berm, offset 300 mm hickenbottom and 5 m of 300 mm plastic tubing and connection to 450mm HDPE pipe and 20 m ² of riprap on filter underlay	\$ 4,000.00

Sub-Total (Part 1):		\$ 65,350.00
2 – Contingencies		
14	Contingency allowance for 10m ² of riprap on filter underlay	\$ 500.00
15	Lump sum contingency allowance	\$ 4,000.00
Sub-Total (Part 2):		\$ 4,500.00
Sub-Total (Part 1):		\$ 65,350.00
Total (Part 1 and 2):		\$ 69,850.00

In witness whereof the parties hereto have set their hands and seals on the date last written below.

Signed and Sealed in)
 the presence of)

Contractor / Tenant /)
 Consultant’s Seal)
 (if applicable))

Municipal Seal)

Pedersen Construction (2013) Inc.

 President - Karl Pedersen

 Project Manager – Clint Bearisto

**Corporation of the City of
 Temiskaming Shores**

 Mayor – Carman Kidd

 Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-107

**Being a by-law to enter into a Fire Protection Agreement
with The Corporation of the Township of Harris**

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

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

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

And whereas the City of Temiskaming Shores operates a fire protection service with assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, 1997 through a fire department situated within the City of Temiskaming Shores;

And whereas the Township of Harris deems it necessary to enter into a Fire Protection Agreement with the City of Temiskaming Shores for the provision of Fire Protection Services in order to attain compliance with the requirements of the Fire Protection and Prevention Act, 1997;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Fire Protection Agreement with the Township of Harris;

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

1. That the Mayor and Clerk be authorized to enter into a Fire Protection Agreement with the Township of Harris, 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.

Read a first, second and third time and finally passed this 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

This agreement made this 5th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores
Hereinafter called the "City"

And:

The Corporation of the Township of Harris
Hereinafter called the "Township"

Whereas by-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, 2001, as amended, to authorize an agreement between the parties;

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

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

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

And whereas the City operates a fire protection service with assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, 1997 through a fire department situated within the City of Temiskaming Shores;

And whereas the Township deems it necessary to enter into a Fire Protection Agreement with the City for the provision of certain Fire Protection Services in order to attain compliance with the requirements of the Fire Protection and Prevention Act, 1997;

Now therefore, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1.0 Definitions and Appendixes

In this agreement;

1.1 **Designate** means a person who in the absence of the *Fire Chief* has the same

powers and authority as the *Fire Chief*.

- 1.2 **Fire Area** means the fire area(s) of the Township as described in Appendix "01" attached hereto and forming part of this agreement;
- 1.3 **Fire Chief** means the chief of the fire department appointed under subsection 6(1), (2) or (4) of the Fire Protection and Prevention Act, 1997;
- 1.4 **Fire Department** means the Temiskaming Shores Fire Department situated within the City of Temiskaming Shores;
- 1.5 **Fire Protection Services** means those *fire protection services* as defined in the Fire Protection and Prevention Act, 1997 and shall include those services as defined in as described in "Appendix "02" hereto:
 - Fire Protection and Emergency Response;
 - Training;
 - Fire Prevention;
 - Public Education;
 - Administration; and
 - Equipment, Apparatus and Communications.

The following appendixes are attached and form part of this agreement:

Appendix "01" – Fire Area including available water sources

Appendix "02" – Fire Protection Services

Appendix "03" – Appointment of Chief Fire Official

Appendix "04" – Fees

Appendix "05" – Emergency Plan

2.0 Term

This agreement will commence on January 1, 2018 and terminate on December 31, 2022.

3.0 City Responsibilities

- 3.1 The City *will supply, except as hereinafter limited or excluded, Fire Protection Services to the whole of the Township as described in Appendix "02" hereto.*
- 3.2 Upon receiving a request for *Fire Protection Services*, the *Fire Department* for the *City* will respond to the request for *Fire Protection Services* in the Township with, in the opinion of the *Fire Chief* or Designate, the appropriate apparatus, equipment and personnel required to accomplish the specific *Fire Protection*

Services identified in this agreement.

- 3.3 Should the Fire Chief or Designate require assistance, or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided by the Fire Department, the Fire Chief or Designate may request any outside agencies or equipment and the Township shall be responsible for all costs associated for said resources.
- 3.4 Notwithstanding Section 3.3 above, the *Fire Chief* may refuse to supply *Fire Protection Services* to the Township if, in the Fire Chief's opinion, the appropriate personnel, apparatus or equipment are required in the *City* or elsewhere under the provisions of the District of Temiskaming Mutual and Automatic Aid Plan and Program (Mutual Aid Plan), if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the *Fire Department* to make a response. Without limiting the generality of the foregoing, the refusal by the *Fire Chief* to supply *Fire Protection Services* includes the discretion of the *Fire Chief* to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for *Fire Protection Services* or is at the scene in the *Fire Area*.
- 3.5 The *Fire Chief* or designate shall have full authority and control over any and all *Fire Protection Services* activities in which the *Fire Department* may be engaged in the *fire area* of the Township.
- 3.6 The *Fire Chief* or Designate shall report to the Township by the tenth (10th) day of each month all occurrences in the fire area to which *the Fire Department* has responded in the previous month.

4.0 Township Responsibilities

- 4.1 The *Township* agrees to designate a person who shall be responsible for providing any required information to the *Fire Chief* with respect to the *Fire Protection Services* required.
- 4.2 The *Township* agrees to maintain all streets and roads in the *Fire Area* identifiable by having them clearly marked at all intersections. In addition, the Township agrees to ensure all applicable buildings being identified have and maintain 911 civic number signs, and that the signs are positioned in such a way they can be easily seen from the highway end of the laneway to the building.
- 4.3 The *Township* agrees to provide a map of the *Fire Area* of the Township of Harris that will also clearly indicate all readily accessible static sources of water available for firefighting operations as described in Appendix "01" hereto.
- 4.4 In order to help ensure adequate quality and quantity of service, organizational performance, efficiency and effectiveness of the *Fire Department*, and the ability

to identify future service demands, the *Township* agrees to develop and maintain a Municipal Fire Risk Assessment. The Risk Assessment shall be reviewed on an annual basis by the *Township* and the *Fire Chief* to identify changes to the *Township's* fire risk.

- 4.5 The *Township* shall be responsible for establishing and notifying in the manner and to the extent deemed necessary all of the residents and occupants of the *Fire Area* of the procedures for reporting an emergency and of the services provided by the *Fire Department*.
- 4.6 The *Township* represents and warrants to the *City* that it has an approved emergency plan, required pursuant to The Emergency Management and Civil Protection Act (EMCPA R.S.O. 1990) and a copy of same will be provided to the *Fire Chief* upon the signing of this Agreement. Any subsequent amendments to the emergency plan will be communicated to the *Fire Chief* in a timely manner. The *Township* further represents and warrants that all appropriate by-laws or resolutions have been made by council to authorize the activities and responsibilities of the *Fire Chief* under the emergency plan, a copy of which is attached hereto as Appendix "05".
- 4.7 The *Township* warrants that the appropriate by-law has been enacted authorizing the activities and responsibilities of the *Fire Chief* as the "Chief Fire Official" for the fire area, as in Appendix "03" attached hereto.

5.0 Fees

In consideration of the *Fire Protection Services* herein provided and contained in this agreement, the *Township* agrees to pay the *City* the fees as more particularly set out in Appendix "04" attached hereto.

6.0 Liability and Indemnification

- 6.1 The *City* shall not be liable for any injury to the *Township*, or to any officers, employees, agents, residents, occupants or visitors of the *Township* or the *Fire Area*, or for any damage to or loss of property of *Township*, or of any officers, employees, agents, residents, occupants or visitors of *Township* or the *Fire Area*, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide *Fire Protection Services* on any occasion to the *Township* or for any decision made by the *Fire Chief* pursuant to section 3.03 of this Agreement.
- 6.2 The *City* shall save harmless and fully indemnify the *Township*, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.01 and such indemnification shall survive the termination of this Agreement.

- 6.3 Sections 6.1 and 6.2 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of *City* while acting within the scope of his or her employment.
- 6.4 The *Township* shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of *City* caused by or in any way related to the performance of this Agreement.
- 6.5 The *City* shall save harmless and fully indemnify the *Township*, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.4 and such indemnification shall survive the termination of this Agreement.
- 6.6 Sections 6.4 and 6.5 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of *City* while acting within the scope of his or her employment.

7.0 Confidentiality and Protection of Privacy

- 7.1 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - e) was developed by either party independently, without a breach of any duty of confidence.
- 7.2 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the

disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.00.

- 7.3 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 7.4 Where the *City* or the *Township* or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*, when performing the *Fire Protection Services* described herein, then the *City* or the *Township*, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

8.0 Notices / Dispute Resolution

- 8.1 The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- 8.2 Should there be any dispute between the parties to this agreement with respect to any matter contained in this agreement, including but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement, such arbitrator shall be appointed by a judge of the Superior Court of Justice of Ontario pursuant to the provisions of the Arbitrations Act or pursuant to any successor legislation.
- 8.3 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect.
- 8.4 Notwithstanding anything in this Agreement, this Agreement may be terminated at any time by either party giving written notice to the other party not less than

three (3) months prior to the established termination date at the following address:

- (a) Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this agreement may be validly and effectually given by mailing the same by prepaid registered post addressed as follows:

The Corporation of the City of Temiskaming Shores

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

The Corporation of the Township of Harris

R.R. # 3, Site 4-96,
New Liskeard, Ontario
P0J 1P0

- (b) And every such notice shall be deemed and taken to have been delivered on the day following the day on which it was so mailed.

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Corporation of the City of Temiskaming Shores

Municipal Seal)

Mayor – Carman Kidd

Municipal Seal)

Clerk – David B. Treen

Corporation of the Township of Harris

Reeve – Chantal Despres

Clerk – Anita Herd

Appendix "01"

Fire Area

(Section 1.1)

The following describes the *Fire Area* of the *Township* for the purposes of the *Fire Protection Services* agreement between the *City* and the *Township* (all of the Township of Harris), and indicating the readily accessible static sources of water for firefighting purposes in the fire area of the Township.

Note: New mapping required

Appendix "02"
Fire Protection Services
 (Section 3.1)

The following describes the *Fire Protection Services* to be provided to the *Township* for the purposes of the *Fire Protection Services* agreement between the *City* and the *Township*.

<p><u>Fire Protection and Emergency Response</u></p> <ul style="list-style-type: none"> ▪ Fire Suppression <ul style="list-style-type: none"> ○ Structural firefighting including rescue ○ Vehicle firefighting ○ Grass, brush, firefighting ○ Marine firefighting (shore based only) ▪ Rescue Services <ul style="list-style-type: none"> ○ Vehicle accidents ○ Vehicle extrication ○ In-Water/Ice rescue – Station No. 2 ○ Industrial/agricultural machine rescue ▪ Hazardous material response (awareness level only) ▪ Basic medical and ambulance assistance ▪ Other agency/public assistance 	<p><u>Training</u></p> <ul style="list-style-type: none"> ▪ Firefighter Training ▪ Officer Training ▪ Medical Assistance Training ▪ Hazmat Training ▪ Fire prevention/public education training ▪ Staff Training <ul style="list-style-type: none"> ○ Training records management
<p><u>Fire Prevention</u></p> <ul style="list-style-type: none"> ▪ Inspections ▪ Fire Code Enforcement ▪ Fire Investigations – <ul style="list-style-type: none"> ○ Cause and Determination ○ Cause Human Behavior ▪ Plans Review ▪ General Inquiries, Information, Public Relations 	<p><u>Public Education</u></p> <ul style="list-style-type: none"> ▪ Public Fire Safety Training & Education ▪ Fire Follow-up Human Behavior ▪ Public Fire Information Displays ▪ Public Relations
<p><u>Equipment, Apparatus & Communications</u></p> <ul style="list-style-type: none"> ▪ Equipment / Apparatus Maintenance Updates 	<p><u>Administration</u></p> <ul style="list-style-type: none"> ▪ Human Resources Coordination for Department ▪ Fire Report Coordination ▪ Public Relations

Appendix "03"
Appointment of Chief Fire Official
(Section 4.7)

The following is the by-law of the Corporation of the Township of Harris that appoints the Temiskaming Shores Fire Chief as the Chief Fire Official for the Township of Harris.

Note: New appointment by-law required.

Appendix "04"

Fees

(Section 5)

The following are the fees that the Township of Harris agrees to pay the City of Temiskaming Shores for the provision of Fire Protection Services.

2018	\$ 45,450.00 + HST
2019	2018 Rate + Consumer Price Index (CPI) + HST
2020	2019 Rate + Consumer Price Index (CPI) + HST
2021	2020 Rate + Consumer Price Index (CPI) + HST
2022	2021 Rate + Consumer Price Index (CPI) + HST

Appendix "05"
Emergency Plan
(Section 4.6)

The following is a copy of the approved Emergency Plan for the Township of Harris.

Note: Copy of Emergency Plan to be provided.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-108

**Being a by-law to enter into an agreement with G. Belanger
Construction for Accessibility Upgrades at the Dymond
Community Hall**

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

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

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

And whereas Council considered Administrative Report No. PW-029-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with G. Belanger Construction for the Accessibility Upgrades at the Dymond Community Hall at an upset limit of \$75,000 plus applicable taxes for consideration at the September 5, 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 G. Belanger Construction for the Accessibility Upgrades at the Dymond Community Hall at an upset limit of \$75,000 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-108

Agreement between

The Corporation of the City of Temiskaming Shores

and

G. Belanger Construction

for the Accessibility Upgrades at the Dymond
Community Hall

This agreement made in duplicate this 5th day of September, 2017.

Between:

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

and

G. Belanger Construction
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Do and fulfill everything indicated in Request for Quotation PW-RFQ-004-2017;
- b) Complete work in accordance to Proposal Submission, a copy of which is attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) 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 III:

All communications in writing between the parties, or between them and the Engineer 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:

G. Belanger Construction
349 Niven Street South
Haileybury, Ontario
P0J 1P0

The Owner:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

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

Signed and Sealed in)
the presence of)

G. Belanger Construction

Contractor’s Seal)
(if applicable))

President - Steve Belanger

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Witness – Danny Belanger

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-108

Proposal Submission

Respondent Information Form

RESPONDENTS must complete this form and include with the Proposal Submission
Please ensure all information is legible.

1.	Respondent's Main Contact Individual	Steve Belanger
2.	Address	349 Niven Street HAILEYBURY ONT PO BOX 10
3.	Office Phone #	(705) 672-3416
4.	Toll Free #	
5.	Cellular #	(705) 678-0571
6.	Pager #	
7.	Fax #	(705) 672-2828
8.	e-mail address	gbelanger@eastlink.ca
9.	Website	
10.	Tax Account #	
11.	Manufacturer ISO Certified?	

Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# _____	<u>NONE</u> _____
# _____	_____
# _____	_____

Check here if NO Addenda received.

G. BELANGER Construction
RESPONDENT

[Signature]
SIGNATURE

Aug 1st 2017
DATE

To the City of Temiskaming Shores, hereafter called the "Owner ":

I/WE G. Belanger Construction the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
4. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the Awarding of the Contract by the Owner is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the Owner and their

officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

- 12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. THE TOTAL BID PRICE (EXCLUDING APPLICABLE TAXES):

-seventy-five thousand
xx DOLLARS (\$ 75 000.00)
 in lawful money of Canada.

17. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in these bid documents form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before twenty-four (24) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Owner or Owner's Representative. Please check with the owner via e-mail mlafreniere@temiskamingshore.ca prior to submitting your bid submission for the number of addendums released

18. The Bidder hereby agrees to commence the work by September 1st, 2017 and to complete all work by October 31st, 2017. Liquidated damages shall be paid for time past this period.

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL: St Remy
 (I have authority to bind the company)

POSITION: President

WITNESS: _____
 (If not under seal)

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE Harleyburg
 (City/Town)

THIS 1 DAY OF August 20 17

Items and Unit Prices

Price complete, including supply and installation of replacement roofing, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site of all packaging and rubbish, warranties, guarantees and all other costs:

The Bid amount shall include all costs incurred, excluding HST.

DESCRIPTION	TOTAL PRICE
Supply & Installation of accessible upgrades At Dymond Hall	\$ 75000 ⁰⁰
HST	\$ 9750 ⁰⁰
Total Project Value	\$ 84750 ⁰⁰

Note: owner reserves the right, at its sole discretion to accept or refuse any of the above unit pricing without affecting other unit prices.

GRAND TOTAL \$ 84750⁰⁰

Provisional Items

The Bidder Hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work, which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Bid amount shall include all costs incurred, excluding HST.

Description	Unit	Price
Hourly rate for Supervisor	per hour	\$ <u>50⁰⁰</u>
Hourly rate for Laborer	per hour	\$ <u>45⁰⁰</u>
Hourly rate for Tradesperson	per hour	\$ <u>60⁰⁰</u>

List Sub-Contractors

State OWN FORCES if a sub-Contractor is not required for any of the trades listed; otherwise name Work and sub-Contractor proposed to be used.

The Owner reserves the right to approve all proposed Sub-Contractors and where the Owner objects to the use of any proposed Sub-Contractor, the Bidder shall use another sub-Contract Bidder acceptable to the Owner. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract Award shall be subject to the approval of the Owner.

The Awarded Bidder may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Awarded Bidder shall only use those Sub-Contractors approved by the Owner and shall be held fully responsible to the Owner for the acts and omissions of its sub-Contractors.

Type of Work	Sub-Contractors	Contact Name and Number
Electrical	Licop Electric	John Licop (705) 648-5119
Mechanical	Hailey bunn Plumbing + Heating	John Champagne (705) 672-3416
Concrete Asphalt.	Pedersen Construction	Alec Pedersen (705) 647-6223
Door + Automatic Opener	NGM	Rick Alexander (705) 472-0661
Remaining of project.	OWN Forces	Steve Belanger (705) 648-0571

Add additional sheets if required

City of Temiskaming Shores
PW-RFQ-004-2017
Accessibility Upgrades Dymond Hall

Non-Collusion Affidavit

I/ We G. Belanger Construction the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

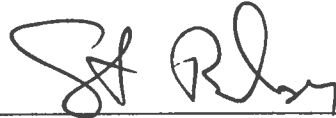
Such bid is genuine and is not a collusive or sham bid.

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.

Signed



Company Name

G. Belanger Construction

Title

President



City of Temiskaming Shores

Accessibility Upgrades Dymond Hall

PW-RFQ-004-2017

PW-RFQ-004-2017

City of Temiskaming Shores

PW-RFQ-004-2017

Accessibility Upgrades Dymond Hall

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 Haileybury this 1 day of August, 2017.

FIRM NAME: 164149 Ont. LTD % G. Belanger Construction

BIDDER'S AUTHORIZED OFFICIAL: Steve Belanger

TITLE: President

SIGNATURE: [Signature]

The Corporation of the City of Temiskaming Shores

By-law No. 2017-109

**Being a by-law to enter into an agreement with
STREETSCAN Inc. to perform pavement inspections and
management services for the City of Temiskaming Shores**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-030-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with STREETSCAN Inc. to perform pavement inspection and management services in the City of Temiskaming Shores for consideration at the September 5, 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 STREETSCAN Inc. to perform pavement inspection and management services in the City of Temiskaming Shores in the amount of \$12,438.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2017-109

AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN, INC.
AND

Corporation of the City of Temiskaming Shores

THIS AGREEMENT is made this _____ day of _____, 2017, by and between Corporation of the City of Temiskaming Shores, hereinafter called the MUNICIPALITY, with its head office and clerk located at 325 Farr Drive P.O. Box 2050, Haileybury, ON P0J 1K0 and STREETSCAN, INC., with offices at 595 Burrard Street, P.O. Box 49314 Suite 2600, Three Bentall Centre, Vancouver BC V7X 1L3 Canada, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

The engagement of STREETSCAN is conditional on the MUNICIPALITY obtaining a Federation of Canadian Municipalities Municipal Asset Management Program grant, the whole pursuant to the obligations of the MUNICIPALITY to apply for and obtain such a grant as more fully described at Article 3.8 below.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted June 22nd 2017 (attached hereto as Exhibit A) (herein referred to as the "PROJECT").

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

- 3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.
- 3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT.
- 3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.
- 3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.
- 3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.
- 3.8 Proceed to duly complete an application for, and obtain, a Federation of Canadian Municipalities Municipal Asset Management Program grant. The MUNICIPALITY shall, in good faith, use best efforts to apply for and obtain such a grant as soon as reasonably possible following the signature of these presents, and shall furnish a copy of any and all relevant documentation relating to the application and obtaining of such a grant upon written request by STREETSCAN within ten (10) days of such request.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the chart below, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the below chart after review of the proposal:

Pricing Overview – LAS Pavement Management Service – July 2017

Data Collection & Processing	Unit Cost	158 Lane km (LITE)
ScanVan Data Collection	\$80	\$12,640
Data Processing	\$70	\$11,060
Enhanced Visualization Package	\$20	\$3,160
Pavement Markings (per 110 CL km)	\$100	\$11,000
Pedestrian Facilities (per 110 CL km)	\$60	\$6,600
Pavement Management Plan	Fixed	\$3,000
Travel Cost (discounts available)	Fixed	\$1,700
Data Collection & Processing Total		\$49,160
Software		
Annual Software License	Fixed	\$1,500
Annual Data Hosting & Support	\$18	\$2,844
Software One Year Subtotal		\$4,344
Software Total (x three year subscription)		\$13,032
Total		
Total Pavement Management Costs		\$62,192
FCM MAMP Grant		(\$49,754)
Total Cost Net FCM Grant		\$12,438

- 5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth above may be subject to adjustment based on the actual lane km surveyed, which will not be known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in the above chart based on the actual lane KM surveyed, whether more or less than set forth above or estimated in the proposal.
- 5.3 Monthly Payment. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.
- 5.4 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN's statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.
- 5.5 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Ontario and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of the Province of Ontario, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the Canadian Arbitration Association, ADR Chambers Canada or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Toronto, Ontario. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

6.4 Governing Law and Territorial Jurisdiction

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the Province of Ontario. Any litigation which arises between the PARTIES shall be initiated and pursued exclusively in the judicial region of Toronto.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars (\$1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars (\$2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Professional Services Liability Insurance

STREETSCAN shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of Five Hundred Thousand (\$500,000) per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.8 Employment and Labour Laws

6.8.1 STREETSCAN shall comply with all provincial legislation and regulations as regards all of its employees at the PROJECT.

6.9 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.10 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.11 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.12 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.13 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

6.14 Execution in Counterparts.

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

ARTICLE 7 - TERMINATION

- 7.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.
- 7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

- 8.1 STREETSCAN shall retain ownership of all work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN. The MUNICIPALITY shall have use of the work product and software for the sole benefit of the MUNICIPALITY with no third party beneficiaries intended. However, such work product is not intended or represented to be suitable for reuse by the MUNICIPALITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse or alteration without written verification or adaptation by STREETSCAN for the specific purpose intended shall be at the MUNICIPALITY'S sole risk and without liability or legal exposure to STREETSCAN, and the MUNICIPALITY shall indemnify and hold STREETSCAN harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle STREETSCAN to further compensation at rates to be agreed upon by the MUNICIPALITY and STREETSCAN. In the event the PARTIES are unable to agree on the further compensation due to STREETSCAN, the PARTIES agree to resolve any dispute concerning compensation through binding arbitration as described in Paragraph 6.3.
- 8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of one year from the date of delivery. STREETSCAN agrees to maintain the MUNICIPALITY'S webbased portal for their access and will maintain a backup version of the data onsite and through cloud based services. MUNICIPALITY'S initial license for this access is active for 1 year and sold with the initial proposal.
- 8.3 At the conclusion of the one year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed lane KM and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Greater Toronto Area (GTA). Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:
STREETSCAN, INC.

MUNICIPALITY OF _____

By Its _____

By: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2017-110

**Being a by-law to enter into an agreement with
Miller Paving Limited for the Supply, Mixing and
Stockpiling of Winter Sand at various locations
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-031-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand for consideration at the September 5, 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 Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand at the unit price of \$7.67 per tonne plus applicable taxes and for the Re-mixing and Stockpiling of Winter Sand at the unit price of \$3.67 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-110

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Ltd.

for the Supply, Mixing and Stockpiling of Winter Sand

This agreement made in duplicate this 5th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and:

Miller Paving Ltd.

(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
Supply, Mix and Stockpile Winter Sand
Tender No. PWO-RFT-005-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **October 27th, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit price of Seven Dollars and Sixty-Seven Cents (\$7.67) per tonne plus applicable taxes and Three Dollars and Sixty-Seven Cents (\$3.67) per tonne for re-mixing 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 III:

All communications in writing between the parties, or between them and the Engineer 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:

Miller Paving Ltd.
P.O. Box 248
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner:

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)

Miller Paving Limited

Estimator – Dan McDonald

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-110

Form of Agreement



**City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand**

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	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE 2017 – 2018	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	\$7.67	\$ 7,670.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	\$7.67	\$ 38,350.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	3,500	\$7.67	\$ 26,845.00
4	Haileybury Public Works Yard, 1 View Street Haileybury, ON	1,500 REMIXED EXISTING STOCKPILE	\$3.67	\$ 5,505.00
			SUB TOTAL	\$ 78,370.00
			H.S.T.	\$ 10,188.10
			TOTAL	\$ 88,558.10

Page 1 of 6 to be submitted



I/We Miller Paving Limited offer to supply the requirements stated within for the corresponding total cost of \$ 88,558.10 Tax included.

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

I/We will deliver the required material / equipment after September 1st and prior to October 27th, 2017.

The specifications have been read over and agreed to this 22nd day of August 2017

Company Name Miller Paving Limited	Contact name (please print) Dan McDonald
Mailing Address Box 248 New Liskeard, ON	Title Estimator
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331-258	Fax 705-647-3611
Cell Phone if possible 705-676-6797	Email dan.mcdonald@millergroup.ca



**City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand**

Non Collusion Affidavit

I/ We Miller Paving Limited 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 New Liskeard this 22nd day of August, 2017

Signed 

Company Name Miller Paving Limited

Title Estimator



**City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand**

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 New Liskeard this 22nd day of August, 2017.

Firm Name Miller Paving Limited

Bidder's Authorization Official Dan McDonald

Title Estimator

Signature 



**City of Temiskaming Shores
PWO-RFT-005-2017
Supply, Mix and Stockpile Winter Sand**

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 / 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

Dan McDonald

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 **Miller Paving Limited** _____ Company Name

Phone Number **705-647-4331**

Address **Box 248 New Liskeard, ON P0J 1P0**

I, Dan McDonald _____, 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: **August 22, 2017** _____

The Corporation of the City of Temiskaming Shores

By-law No. 2017-111

Being a by-law to enter into an agreement with Clearlogic Consulting Professionals to conduct an Impact Evaluation of the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway

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. RS-008-2017 at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Clearlogic Consulting Professionals to conduct an Impact Evaluation of the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway for consideration at the September 5, 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 Clearlogic Consulting Professionals to conduct an Impact Evaluation the Healthy Kids Community Challenge programs in the City of Temiskaming Shores and Timmins/Misiway in the amount of \$15,000.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-111

Agreement between

The Corporation of the City of Temiskaming Shores

and

Clearlogic Consulting Professionals

to conduct an Impact Evaluation of the Healthy Kids
Community Challenge programs in the City of Temiskaming
Shores and Timmins/Misiway

This agreement made in duplicate this 5th day of September, 2017.

Between:

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

and

Clearlogic Consulting Professionals
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

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

**Corporation of the City of Temiskaming Shores
Request for Proposals (RS-RFP-002-2017) Evaluation
Consultant – Healthy Kids Community Challenge**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **January 31st, 2018.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Fifteen Thousand Dollars and Zero Cents (\$15,000.00) 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 III:

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

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

The Consultant:

Clearlogic Consulting Professionals
322, 70C Mountjoy St. N.
Timmins, Ontario
P4N 4V7

The Owner:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Consultant's Seal)

Clearlogic Consulting Professionals

Director Project Management & Operations – Ron Leduc

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-111

Form of Agreement



CONSULTING PROFESSIONALS

OFFICE LOCATION 202-670 River Park Rd,
Timmins, ON P4P 1J2

PHONE 705-266-3944
ALT 705-465-6544

MAILING ADDRESS #322, 70C Mountjoy St N
Timmins, ON P4N 4V7

EMAIL info@clearlogic.ca
WEB www.clearlogic.ca

August 14, 2017

Tammy Borgen Flood
Project Manager, Healthy Kids Community Challenge
City of Temiskaming Shores
Box 2050, 32 Farr Drive, Haileybury, ON P0J 1K0

Dear Tammy:

Thank you for the opportunity to submit a proposal to provide evaluation services for the Healthy Kids Community Challenge. We look forward to working with your team throughout this process.

Please accept this letter of agreement as our commitment to provide the evaluation services as indicated in the attached proposal. I trust that this is sufficient for your purposes. Please get in touch with me at 705-266-3944 if you have any questions.

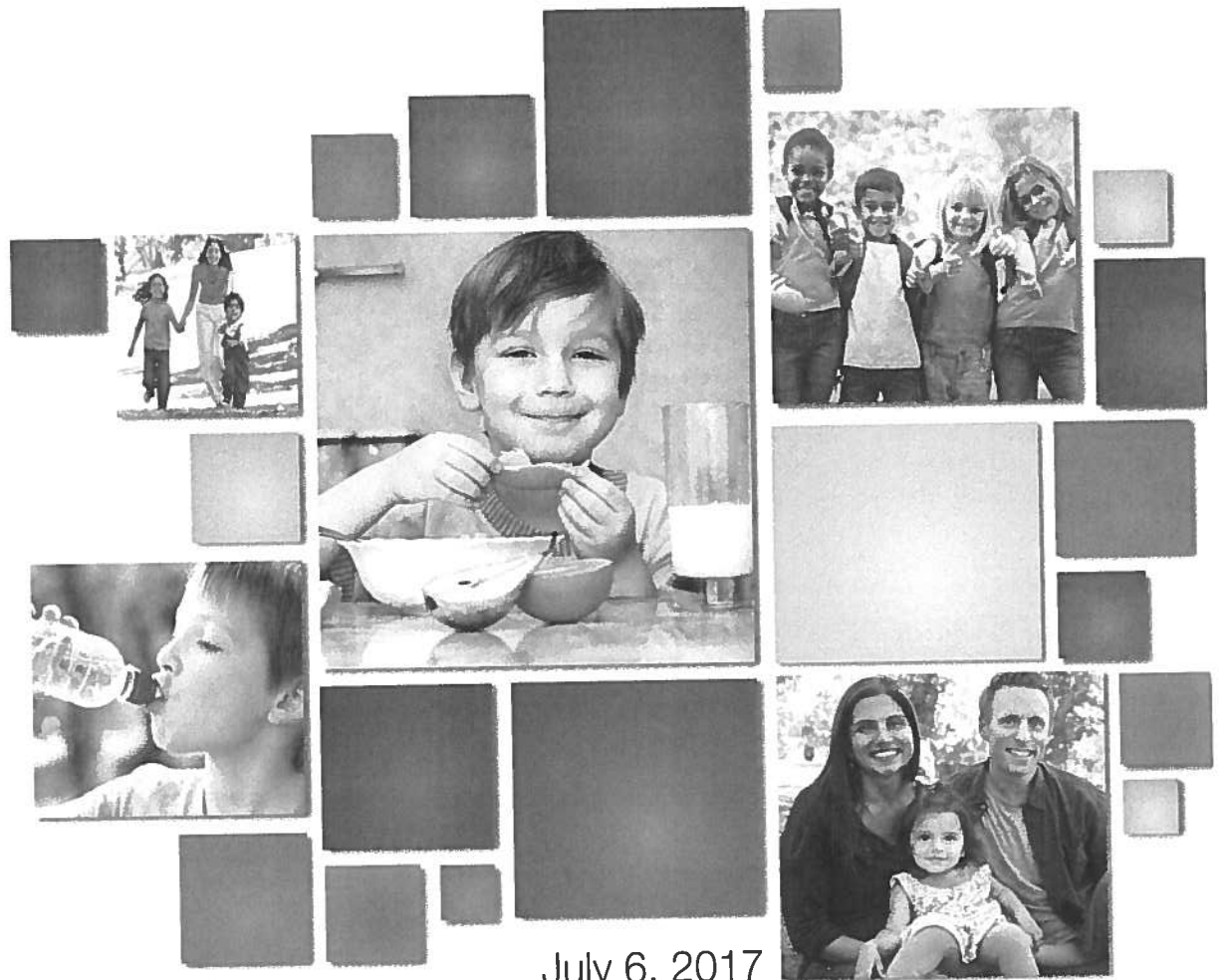
Sincerely,

Ron Leduc,
Director of Project Management and Operations
MBA, CMC, PMP, CHRL

Acceptance of this Letter of Agreement by City of Temiskaming Shores

Signature:
Name: Tammy Borgen Flood
Title: Project Manager Date: August 17th, 2017

A Proposal to conduct a Program Evaluation for the Timmins and Temiskaming Shores Healthy Kids Challenge



July 6, 2017

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Terms of Use

This proposal contains information and methodology that is proprietary to Clearlogic Consulting Professionals. The release of this information could harm our firm's competitive position. This proposal shall not be duplicated, used or disclosed in whole or in part for any purposes other than to evaluate it. Should we be awarded the contract, we can provide you with a redacted version for open distribution. Should our consulting team **not** be awarded the contract we request that this proposal and any copies be destroyed.

A Proposal to Evaluate the Healthy Kids Community Challenge Programs in Timmins and Temiskaming Shores

1.0 Introduction

We understand that the Healthy Kids Challenge Steering Committees wish to evaluate the impact of their programming in their respective communities: Timmins and Temiskaming Shores. Together, they seek a qualified Program Evaluator to work with their evaluation subcommittees to refine evaluation questions, conduct an impact evaluation using both qualitative and quantitative methods, and prepare an Impact Evaluation Report for each HKCC community.

About our Company

Clearlogic Consulting Professionals is a Timmins-based management consulting firm, working on projects throughout Northern Ontario. Since 1995, our team has worked with non-profit and private sector organizations to help them become more effective at what they do. Clearlogic has conducted program evaluations for a number of organizations, including FedNor, the Far Northeast Training Board and the Timmins and Area Womens' Shelter System.

Andrea Griener, who is currently in the process of become a Certified Program Evaluator through the Canadian Evaluation Society, will be the principle investigator for this project. She will have support from fellow consultants Ron Leduc and Charlotte MacFarland, both of whom also have program evaluation experience.

2.0 Recommended Elements of the Evaluation Process

A complete evaluation process has several different steps, including:

1. A Kick-off meeting with the subcommittees to confirm goals, processes and outcomes, refine questions and identify key stakeholders.
2. Development of the evaluation framework, including tools such as questionnaires, matrices and processes.
3. Data collection through qualitative and quantitative methods.
4. Data interpretation and analysis.
5. Development and submission of the Draft Evaluation Report for subcommittee review.
6. Final Report development, including sections on Process, Impact, Effectiveness and Recommendations.

Please note that given the budget limitations of this RFP, we assume that the evaluations can be conducted concurrently, with participation from both Timmins and Temiskaming Shores subcommittees.

2.1 Kick-off meeting with Steering Committee

We recommend a preliminary meeting (via teleconference) with your two Evaluation Subcommittees to refine the project plan. At this time we will also confirm responsibilities, refine timelines and identify background documentation that we need to begin the process.

2.2 Development of the Evaluation Framework

The survey results will identify the key issues facing your organization, and it helps us design the best facilitation approach for the planning session. For example, some organizations benefit from an Appreciative Inquiry approach, where the focus is on leveraging existing strengths more effectively. Others may benefit more from the conventional Barrier-Solution approach, where problems and potential solutions are the focus. The on-line survey also informs your Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis, which is essential for developing strategic activities. We can develop and analyze this survey in French and English, and make paper copies available if needed.

2.3 Data Collection

As requested in the RFP, we'll collect both qualitative and quantitative data. Data sources may include:

Qualitative:

- Consultations with the program delivery agents, funding agencies, committee members and key stakeholders.
- Project management documents such as the proposal and funding agreement, meeting minutes, communications, projected goals and timelines.
- Academic and trade literature databases

Quantitative

- SMART objectives and associated data
- Any raw data that HKCC projects have collected, e.g. survey results, participation counts, etc.

2.4 Data Interpretation and Analysis

Please note that evaluations are typically the most objective when the goals being assessed are translated into SMART objectives. SMART is an acronym for specific, measurable, achievable, relevant and time-oriented. SMART objectives are more likely to be evaluated consistently, even by different evaluators. There is less room for subjective interpretation with SMART goals. In cases where SMART objectives have not been developed, the data may be open to interpretation. To mitigate this, we will cite the references and evidence that we use to support our findings and interpretations.

2.5 Development of Draft Reports

We'll assemble a draft evaluation report for EACH community that includes:

1. Background
2. Evaluation Design and Method
3. Impact Evaluation Results
4. Conclusion
5. Key Recommendations

We'll submit the draft report to the Evaluation Subcommittee for review and comments, and discuss any changes you wish to make.

2.6. Report Finalization

After the Subcommittees' review of their respective reports, we'll finalize the documents based on their comments and recommendations. We provide the documents in MS Word, with a cover page, table of contents, executive summary, graphics, and footnoted references to cite the research we use to develop your report.

3.0 Budget

We understand that your upset limit is \$15,000, + HST. We confirm that we can adhere to that figure with the following assumptions:

- There will be no travel required; consultations can be undertaken via telephone or teleconference.
- We can meet with the two organizations simultaneously, and use the same evaluation framework and process for both Timmins and Temiskaming Shores, with the understanding that each will have established separate objectives for their programs. We will provide individual reports for each organization.

4.0 What We Need from You

To make the process a success, we need the following from you:

- Coordination support to maximize participation (e.g. taking part in teleconferences, responding to questions, providing documentation, etc.).
- Approximately ten hours from Evaluation Subcommittee members for check-in meetings, email correspondence, and document review.
- Translation into French, if required, for any written materials and final report.

5.0 Proposed Timeline

We can conduct the survey, data analysis and the planning session between August 2017 and January 31, 2018, as per your request. Should we be successful in securing this contract, we will work with you to refine the timeline to ensure it meets your needs.

In our experience, summer time presents challenges for projects like this in terms of coordinating meetings and collecting information. We suggest starting the process in September. Our proposed timeline is in Table 5.1:

Table 5.1: Proposed Timeline and Major Milestones

	Sept			October				November				
Week of:	11	18	25	2	9	16	23	30	6	13	20	27
1 Kick-off Meeting	█											
2 Development of Evaluation Framework	█	█	█									
3 Data Collection			█	█	█	█						
4 Data Analysis						█	█	█	█			
5 Draft Report Development								█	█	█		
6 Report Review and Finalization											█	█

6.0 Our Team

Our lead consultant on this project will be Andrea Griener. Andrea has conducted program evaluations in a number of contexts, for both the government and non-profit sectors. Andrea has a Master's Degree in Public Administration and is bilingual.

6.1 Specialized Expertise and Quality Assurance

Andrea is currently in the process of completing her certification as a Professional Program Evaluator with the Canadian Evaluation Society. This is the body recognized by many

government organizations (e.g. Trillium Fund), as it endorses their members' abilities to conduct effective, rigorous program and process evaluations.

Clearlogic Consulting Professionals is committed to objectivity and impartiality at all times. As a member of the Certified Management Consultant association of Canada, we are bound by its requirements to ensure high-quality, evidence-based recommendations and reporting.



A HIGHER LEVEL of
management consulting
CERTIFIED MANAGEMENT CONSULTANT

6.2 Experience

Over the past 20 years our Timmins-based firm has helped organizations and communities throughout Ontario. We've worked extensively with non-profits, government agencies and First Nations in our region, and are sensitive to the cultural-linguistic factors that shape our community. In her former role at the Ministry of Citizenship and Culture, Andrea evaluated many government-funded programs within her portfolio. Clearlogic Consulting Professionals has also conducted evaluations for other agencies, such as:

- Statistically significant impact evaluation on the success of youth entrepreneurship training programs (for FedNor)
- An evaluation of the processes used by the Timmins and Area Womens' Shelter Network
- An evaluation of a Labour Market Information collection project (for the Far Northeast Training Board).

clear logic

CONSULTING PROFESSIONALS



Clearlogic helps
organizations improve
their performance.

Strategy and Planning
Organizational Development
Stakeholder Engagement
Program and Process Evaluation
Leadership and Capacity Building

SELECTED EXPERIENCE

Strategic Planning and Visioning

- Municipal and Community Business Plans, Town of Wawa, 2014-2015
- Strategic Vision, Timmins Family YMCA 2015
- Community and Municipal Strategic Plans, Town of Kapuskasing, 2014-15
- Economic Development Strategy Building, Mattagami First Nation, 2014-15
- Strategic Plan, Renfrew Public Health Unit, 2014
- Strategic Plan, Town of Wawa, 2014
- Strategic Plan, Town of Cochrane, 2014
- Strategic Plan, Town of Killarney, 2014
- Strategic Plan, Renfrew Public Health Unit, 2014
- Strategic Plan, Adult Learning Centre, 2013
- Strategic Plan, Timmins Literacy Centre, 2013
- Strategic Plan, Kunuwanimano Family Services, 2013
- Housing Strategy, Brunswick House FN, 2013
- Strategic Plan, Town of Larder Lake, 2013
- Strategic Plan, CREECO-Dumas, 2013
- Business Plan Support, True North Plywood, 2013
- Strategic Plan, Cochrane DSSAB, 2012
- Aboriginal Relations, Dumas Mining, 2012
- Planning Facilitation, Timmins Economic Development 2012
- Strategic Plan, Township of McGarry, 2012
- Community-based Strategic Plan, Timmins, 2011
- Strategic Plan, Ontario Parks Board, 2010
- Strategic Plan, Timmins Consumer Network, 2010
- Business Development Plan, Lever Law, 2010
- Organizational Assessment, North Bay DSSAB, 2013

- Strategic Planning and Consultations, Timiskaming Health Unit, 2011
- Business Sustainability and Marketing Plan, Elk Lake Eco-Resource Centre, 2011
- Strategic Planning for Northern College, 2011
- Post Secondary Strategic Plan for Aboriginal Education, Northern College, 2009
- Business Process Mapping, CMHA, 2008

Organizational Development

- Organizational Assessment, City of Kenora, 2015
- Executive Evaluation Support Services, Timmins and District Hospital, 2015
- Organizational Development (Integration Facilitation) Special Needs Strategy, 2015
- Organizational Development, Dante Club, 2014
- Marketing Strategy, Advanced Security 2014
- Policy Review, Iroquois Falls Daycare, 2014
- Marketing Strategy, NPLH Drilling, 2014
- Recruitment Support Services, Timmins and District Hospital, 2014
- Conflict Resolution, Cochrane Temiskaming Resource Centre, 2013
- Human Resource Development, Dubreuilville, 2013
- Project Management Support, Chartrand, 2012-2014
- Process Mapping for Integrated Services, NEOFACS 2013-2014
- Pay Equity Facilitation, Kapuskasing Manor, 2013
- Management Discovery, Northern College, 2012

Professional Development, Leadership and Governance

- Management and Supervisory Skills, Cochrane Regional Treatment Services Group, 2015
- Board Support, Children's Treatment Centre, 2014-15
- Governance Development and Support, Attawapiskat Resources Inc. 2013-14
- Regional Planning Facilitation, Community Living Ontario – North, 2014
- Governance Support, Timmins Family YMCA, 2010-Present
- Policy Governance, Northern College, 2013 - 2015
- Board Governance Development, James Bay Telecom, 2013
- Board Development Services, Minto Counseling, 2012
- Policy Governance Presentations, Timmins and District Hospital, 2015
- Board Development, Wahgoshig First Nation, 2012
- Board Governance Development, Northern College Aboriginal Council on Education, 2008
- Project Management Skills Development Program, City of Timmins, 2008
- Proposal Writing Skills, Timmins Economic Development Corporation, 2008
- Strategic Plan, Timmins Family Health Team, 2011
- Leadership and Management Training Program, Kirkland Lake Community Living, 2009
- Human Resource Management Skills Program, Kirkland Lake Community Living, 2009
- Governance Support and Development, Timmins and Area Women in Crisis, 2011
- Governance Development and Support, Timmins Consumer Network, 2011-12

Program Assessment and Evaluation

- Program Assessment for the Northeastern Ontario Youth Entrepreneurship Initiative, FedNor, 2012-2015
- Health Links Impact Evaluation, 2014-15
- System Efficiency Evaluation for Regional Women's Shelters, MCSS, 2014
- Technology Assessment Tool Development, (for SME technology use) NEOnet, 2014-15
- Training Needs Assessment, District of Marathon, 2012
- Conference presentations for Chambers of Commerce, Industrial Accident Prevention Association, Ontario Human Resources Professionals Association, Far Northeast Training Board, Northern Ontario Leadership Conference, etc.

Stakeholder Engagement and Communication

- Public Consultations (Post Disaster), CN Rail, 2015
- Corporate Social Responsibility Project Facilitation, Glencore Kidd Operations, 2015
- Healthy Lifestyles Municipal Stakeholder Consultation, Porcupine Health Unit, 2015
- Managing Change Employee Facilitation, Dumas, 2015
- Public Perceptions Survey and CSR Support Services, Glencore Kidd Operations, 2014
- Crisis Communications Plan, Chartrand, 2014
- Public Perceptions Survey and CSR Support Services, Xstrata, 2012
- Training and Employment Needs Assessment, Marathon and District, 2012
- Land Use Planning Public Consultation and Workshop Development, MNR, 2009

Our team has twenty years of experience working with northern Ontario organizations, and we understand the challenges they face. We've chosen to live the North because of the quality of life it affords. We're invested in this region, and want to see it – and you – grow and prosper.

We don't just give you recommendations – we ground all of our work in research, best practices, and realistic action plans, so you can be confident about your decision. Get in touch with us today for a free, preliminary confidential consultation.

Ron Leduc, MBA, CMC, PMP, CHRP
Director of Project Management

Andrea Griener, MPA, CCP
Director of Research and Facilitation

Maggie Matear, PhD, MBA, CMC
Director of Strategic Planning and Sustainability

Charlotte MacFarlane, MPA
Senior Associate



705.266.3944



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www.clearlogic.ca

Andrea Griener, MPA, Hon. BA, CCF, CMP

Director of Consultation and Research
Clearlogic Consulting Professionals



Overview

Andrea specializes in creating workable organizational plans based on research, best practices and stakeholder involvement. Her areas of expertise are in stakeholder relations, strategic partnership development, organizational planning and public engagement. Andrea has developed plans, policies and programs for organizations for over 15 years.

Areas of Expertise

- Strategic Alignment and Planning, including vision and mission development, and mapping processes to meet key performance objectives.
- Organizational Assessment, including climate surveys and organizational culture reviews.
- Regional Planning and Implementation, including program evaluation, needs assessments, environmental scans and action plans.
- Governance, Board and Leadership Development, including risk management, corporate social responsibility, legitimacy and accountability issues.
- Research and Analysis
- Stakeholder communications, including the development of public-friendly materials linked to strategic plans and other corporate documents.
- Bilingual public consultations, focus groups and event facilitation.

Selected Experience

- Organizational Assessment, Nipissing District Services Board (Housing Corporation).
- Organizational & Productivity Assessment, Community Living Temiskaming South.
- Municipal and Community Planning for Kapuskasing, Wawa and Timmins.
- Business Process Mapping, Northeastern Family and Child Services.
- Regional Planning, Analysis and Partnership Development for Ontario's Health Link program.
- Board Governance and Development, Wahgoshig Development Corporation, Attawapiskat Resources Inc., Minto Counselling Centre, Adult Learning Centre.

Selected Public Service

Andrea is a past Board member for the Timmins Chamber of Commerce, the Venture Centre Community Futures Development Corporation, Timmins Therapeutic Riding Association and KidSport Timmins.

Credentials

MPA (Public Administration)
University of Victoria, BC, CA

BA (Honours, Political Science)
University of Waterloo, ON, CA

CCF
Certified Community Facilitator
ICA Associates, Inc.

CMP
Change Management Professional
Prosci Inc.

Contact

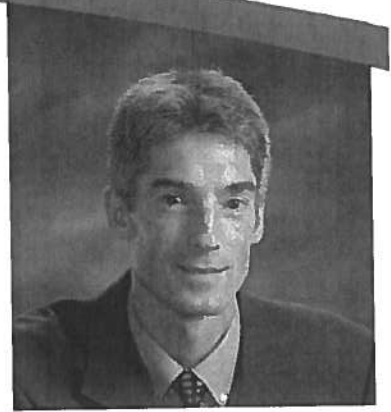
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P4N 4V7

Ron Leduc, MBA, PMP, CMC, CHRL, CMP

Director of Project Management and Operations
Clearlogic Consulting Professionals



Overview

Ron has twenty years of organizational development and business consulting experience. A partner in Clearlogic Consulting Professionals, he has helped troubled firms regain their financial footing, and advised them on restructuring operations for greater productivity. Ron is an expert in managing complex and controversial projects in both corporate and non-profit settings.

Expertise

- Human Resources Management, including the development of succession plans and professional development programs.
- Business Management and Recovery, including financial statement analysis and sustainability recommendations
- Strategic Development, including the assessment and alignment of human resources around strategic priorities and goals.
- Operational Assessments, including process mapping and analysis.
- Organizational Development, such as climate surveys, performance appraisal processes, leadership development and capacity building.
- Financial Analysis, including initial assessments, ongoing monitoring and management development.

Selected Experience

- Process Mapping for integrated services, Northeastern Ontario Family and Child Services.
- Strategic Planning and Implementation, City of Timmins.
- Operational Assessment and Financial Recovery Plan, Elk Lake Conference and Event Centre, Timmins YMCA and Advanced Security.
- Governance Development for organizations such as the Northeastern Catholic School Board, Ontario Parks, Children's Treatment Centre and Mattagami FN.
- Strategic and/or Municipal Business Planning, Municipalities of Wawa, Kapuskasing, Dryden, Cochrane and Killarney

Selected Public Service

Ron is a member of the Trillium Foundation Grant Review Team and an executive member of the Ontario Human Resource Professionals Association. Ron is the President of the Timmins Chapter of the Human Resources Professionals Association. He has served as Chair of the Canadian Red Cross (Timmins) and of the Venture Centre, a Regional Economic Development Corporation.

Credentials

MBA (Management Consulting)
Royal Roads University, BC, CA

CMC
Certified Management
Consultant, CMC Canada

PMP
Project Management
Professional, PMI Canada

CHRL
Certified Human Resource
Leader, HRP Canada

CMP
Change Management Professional
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Charlotte MacFarlane, MPA, BAH

Associate, Research and Facilitation
Clearlogic Consulting Professionals



Overview

Charlotte has focused on issues relating to the health and social services sectors, policy development and analysis, and community development. An award-winning public speaker, she delivered workplace training on mental health for executives, managers and frontline workers for more than a decade. Charlotte has extensive experience providing facilitation and administrative support to business, government and community service agencies.

Areas of Expertise

- Public consultations, focus group management and qualitative interviewing.
- Research and analysis.
- Strategic alignment and planning, including vision and mission development.
- Stakeholder communications, including the development of public-friendly materials linked to strategic plans and other corporate documents.
- Addressing mental health issues in the workplace.

Selected Experience

- Process Development for person-centred planning, and Report on Alternatives to Sheltered Workshops for Community Living Temiskaming South.
- Program and System Evaluation for the Timmins and Area Tri-Shelter system.
- Facilitation, Mapping and Administrative Support for the Special Needs Strategy for the Cochrane and Timiskaming districts.
- Strategic Planning for the Adult Learning Centres in the Cochrane/Iroquois Falls area.
- Process Mapping with North Eastern Ontario Family and Children's Services.
- Research and Analysis for various community-based strategic plans, including Larder Lake, Timmins and Wawa.
- Public liaison for the Timmins 2020 community-based Strategic Plan.

Selected Public Service

Charlotte has volunteered for the Welcome to Timmins Night, the United Way, the Geoffrey James Lee School of Music, District School Board Ontario Northeast, and the Timmins Therapeutic Riding Association.

Credentials

MPA (Public Administration)
Queen's University, ON

BAH (Political Science)
Queen's University, ON

Certified Trainer

Mental Health Works Program,
CMHA Ontario Division, ON

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The Corporation of the City of Temiskaming Shores

By-law No. 2017-112

Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the Northern Ontario Pavilion at the 2018 PDAC Event March 4 to 7, 2018 in Toronto

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 -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Memo No. 007-2017-CGP at the September 5, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Ministry of Industry (FedNor) for the 2018 Prospectors and Developers Association of Canada (PDAC) Convention for consideration at the September 5, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry (FedNor) for funding assistance for the 2018 PDAC Convention, a copy attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-112

Agreement between

The Corporation of the City of Temiskaming Shores

and

Her Majesty the Queen in Right of Canada

as represented by the Ministry of Industry (FedNor) for
funding assistance to attend the 2018 PDAC Convention –
Project No. 851-511430



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-511430

THIS AGREEMENT made as of: **AUG 14 2017**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the City of Temiskaming Shores
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 7, 2017, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

- 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 1, 2017 (the "Commencement Date") and is completed on or before June 30, 2018 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$535,000 of the Project outlined in Annex 1, and
- b) \$535,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to April 7, 2017 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;

- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 **Default and Remedies**

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

13.0 **General**

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
107 Shirreff Avenue, Suite 202
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Business and Sector Development (Non-Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:


Mr. Carman Kidd
Mayor
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.


Project Number: 851-511430


IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Industry

Per: 
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: AUG 14 2017

RECIPIENT

Per: 
Name: CARMAN KIOO
Title: MAYOR
Date: SEPTEMBER 5, 2017

Per: 
Name: DAVID B. GREEN
Title: MUNICIPAL CLERK.
Date: SEPTEMBER 5, 2017

I/we have authority to bind The Corporation of the City of
Temiskaming Shores

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 851-511430

I. PROJECT SCOPE

i) Description:

The Corporation of the City of Temiskaming Shores is requesting \$535,000 in Northern Ontario Development Program (NODP) funding, to organize the Northern Ontario Mining Showcase pavilion during the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange. PDAC would be held March 4-7, 2018, at the Metro Toronto Convention Centre. This project would provide a pavilion of approximately 9,800 sq. ft. to accommodate up to 100 SMEs and related organizations to exhibit and demonstrate their products during the PDAC event along with on-site meeting room.

ii) Project Location:

Temiskaming Shores

iii) Dates:

- a) Commencement Date - August 1, 2017
- b) Completion Date - June 30, 2018

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities include:

1. Hire a coordinator to assist in the development of the venue and design concept; work with PDAC staff, pavilion design team, the City of Temiskaming Shores and FedNor to adjust the pavilion setup; manage pre-event planning and on-site logistics; work with community partners to identify participants; develop and implement a promotional strategy; orient small and medium-sized enterprises (SME); manage the exhibition; develop a bilingual event program with exhibitor and partner listings and descriptions (paper and electronic versions); develop a "Speakers Series", and provide a final evaluation.
2. Exhibit approximately 100 mining suppliers and related sectoral organizations.
3. Organize international delegations to tour the pavilion while offering on site translation services.

- v) Performance Measures and Tracking Plan:
 Anticipated results are:
 - approximate total value of sales of \$10,000,000.
 - 35 percent of SMEs with increased export sales
 - 75 new jobs are expected to be created

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$535,000
- Supported	\$535,000	Other Federal	\$0
- Not Supported	\$50,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$0
		Other	\$50,000
Total	\$585,000		\$585,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Venue rental	\$225,000		\$225,000
Staging, AV, Furniture, Parking, Internet, etc.	\$170,000		\$170,000
Professional services	\$75,000		\$75,000
Marketing/Promotion & Translation	\$40,000		\$40,000
Committee Travel	\$25,000		\$25,000
Venue rental (by SME's)		\$50,000	\$50,000
TOTAL ELIGIBLE COSTS	\$535,000	\$50,000	\$585,000
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$585,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
 - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.
- ii) A Final Activity Report by the Final Claims Reporting Date;

- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM
Business and Sector Development (Non-Capital)

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 7, 2017 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 7, 2017 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-113

**Being a by-law to confirm certain proceedings of Council of
The Corporation of the City of Temiskaming Shores for its
Regular meeting held on September 5, 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 **September 5, 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 5th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen